

**SECTION 00 21 00**  
**ADVERTISEMENT FOR BID**

**SITE IMPROVEMENTS**

Friendship Elementary  
4450 Friendship Road  
Buford, GA 30519

Sealed Bids will be received from Bidders by the Hall County Board of Education, 3255 Montgomery Drive, Gainesville, Georgia 30504, for:

The furnishing of all labor, materials, and services necessary for the construction of the Bus Loop Connection project at Friendship Elementary, until April 11, 2023 @ 1:00 PM. Bids will be opened and recorded by the Owner and the results will be transmitted by email to all responding bidders within 24 hours of bid opening.

Bid documents may be obtained **at the office of Rochester & Associates, LLC, Contact: Trish Millard, Project Coordinator, 425 Oak Street, NW, Gainesville, Georgia 30094**, Phone: 770-718-0600. Statement of Qualifications must be received by the Designer and Owner for evaluation prior to issuance of the documents to Contractors. Applications for Bid documents and a Statement of Qualifications, must be received by Rochester & Associates prior to issuance of the documents to Contractors. These Bid documents, including all drawings will be forwarded electronically via Sharefile from the Designer's office as soon as possible if the Contractor is approved for bidding the project. A copy of the Bid documents, including drawings shall be available, for review only, at the Designer's office.

All Bidders must submit AIA Document A305 Contractor's Qualifications Statement to be evaluated by the Owner and Designer prior to being issued bidding documents. Bidders who do not submit the A305 Statement will be subject to disqualification. The A305 must show the Contractor's ability to complete the Contract in a satisfactory manner on projects of similar scope and complexity. References from past clients and projects must be included and will be verified. As part of the pre-qualification process, **a Pre-Bid Conference will be held on site at Friendship Elementary on March 23rd @ 10:00 AM.** Failure to attend the Pre-Bid Conference may result in disqualification of the Bidders. Representative shall be Project manager or Estimator directly responsible for the Bid of this project. Any Bidders may be required, at the discretion of the Owner, to furnish evidence satisfactory to the Owner that his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner. Any Bidders that is disqualified may respond to the Owner in writing within 20 days of the Notice of Disqualification as to why the Bidders feels that the disqualification is unfounded. The written appeal from the disqualified Bidders will not change the decision already made on this project. However, a favorable appeal may open the way for the Bidders in question to Bid on future Hall County Public School projects.

Contract, if awarded, will be on a lump sum basis. The bids may not be withdrawn for a period of sixty (60) days after date of opening. Bids must be accompanied by an AIA Document A310 Bid Bond (2010) made payable to Hall County Board of Education, in an amount equal to 5 percent of the Base Bid price. (Certified, or personal, checks not acceptable.) The successful Bidders will be required to furnish a Performance Bond and a Labor and Material Payment Bond, each equal to 100% of the Contract Sum. These bonds are to be executed by a Surety Company licensed to do business in the State of Georgia, listed on "Department of the Treasury Circular 570", latest edition, and have an A.M. Best Company rating of at least Class "A", with a Financial Size of VI or better. Bonds must be accompanied by letter stating company's current Owner/Contractor agreement.

Time is of the essence to the Contract performance. Notice to Proceed will be issued after Board approval and following the Pre-Construction meeting as soon as all required paper work such as Contracts, Bonds, Insurance, Submittals, etc. are in order. Contractor shall mobilize within ten (10) days of the Notice to Proceed; however, construction must be performed within the time frame stated in the General Conditions.

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**1. DEFINED TERMS**

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Document" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.2 Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof.

**2. COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement or Invitation to Bid may be obtained from Rochester & Associates, LLC.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer is responsible for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**3. QUALIFICATIONS OF BIDDERS**

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state, where the Project is located, or covenant to obtain such qualification prior to award of the Contract.
- 3.2 All bidders shall submit AIA Document A305 "Contractor's Qualifications Statement" with the submission of their bids (or approved equivalent). AIA Document 305 shall be original and not a copy. AIA Document A305 is available for purchase at [www.aia.org/contractdocs/forcontractors/](http://www.aia.org/contractdocs/forcontractors/)
- 3.3 Bidder must be a licensed General Contractor of the class required by Georgia Statutes for executing the work being bid and must have an active Prequalified Georgia Department of Transportation (GDOT) contractor certification.
- 3.4 Bidder must be a General Contractor with at least 5 years of contracting experience in the type or work involved in this Project, and must have performed work similar in scope to the work proposed in this Project.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to:
- 4.1.1 examine the Contract thoroughly,
  - 4.1.2 visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
  - 4.1.3 consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work,
  - 4.1.4 study and carefully correlate Bidder's observations with the Contract Documents, and
  - 4.1.5 notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, tests and studies and obtain any additional information and data which pertains to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and providing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request in advance, Owner will provide each Bidder access to the site to conduct such tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all test cuts, cores or holes, clean up and restore the site to its former condition upon completion of such investigations.
- 4.4 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

- 6.1 Each bid must be accompanied by Bid Bond made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a Bid Bond issued by a surety meeting the requirement of the General Conditions. All bidders shall submit AIA Document A310 with their bid (or approved equivalent). AIA Document 310 shall be original and not a copy. AIA Document 310 is available for purchase at [www.aia.org/contractdocs/forcontractors/](http://www.aia.org/contractdocs/forcontractors/).
- 6.2 The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, the Bid security of that Bidder will

be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance or receiving the award may be retained by Owner until the earliest of the seventh day after the Effective Date of the Agreement up to the 61st day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

- 7.1 The time for starting and ending periods for access drive modifications are set by Owner and will be included in the Agreement. The Bidder shall provide in the Bid the number of calendar days for completion of the Project. However, work must be performed and completed during the period set by Hall County Board of Education.

8. LIQUIDATED DAMAGES

- 8.1 Not Used, BUT the Contractor is encouraged to notice the contract date of completion

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

- 9.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.
- 9.2 The material and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by the proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other material, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidder shall not rely upon approvals made in any other manner.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 10.1 The apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those positions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

10.2 If the Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objections prior to the giving of the Notice of Award will be deemed acceptable to Owner or Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

10.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## 11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter. The first page of the Bid Form shall be copied onto the Bidder's company letterhead paper.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

11.8 Bids must be priced on a lump sum basis for the project and include a unit price for each item listed on the bid form only for additional work or change orders as described in the Specifications as provided for in the Bid Form.

11.9 The Bid shall include such amounts as the bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents, in any.

## 12. SUBMISSION OF BIDS

12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12.2 Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Form. The Bidding Documents may not be retained by the Bidder. The unbound

copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- 12.2.1 AIA 305 “Contractor's Qualifications Statement” (or approved equivalent).
- 12.2.2 AIA A310 Bid Bond for 5% of the contract amount (or approved equivalent).
- 12.2.3 Documentation that he or she is or has hired a sub-contractor who is qualified and licensed to perform the removal of asbestos containing materials in the state of Georgia.  
-N/A

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

- 14.1 Bids will be opened publicly. An abstract of the Base Bid and major alternates (if any) will be made available to Bidders within 7 days after the date of the Bid opening.

15. BID TO REMAIN SUBJECT TO ACCEPTANCE

- 15.1 All bids will remain subject to acceptance for sixty (60) days after the day of Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an Award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 Owner may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work

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Bidders

## Instructions To

in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

17.1 The General Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment bonds.

17.2 The Performance Bond shall be submitted on the current AIA form A312 (or approved equivalent).

17.3 The Payment Bond shall be submitted on the current AIA form A312 (or approved equivalent).

18. SIGNING OF AGREEMENT

18.1 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bond. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of drawings with appropriate identification.

**END OF INSTRUCTIONS TO BIDDERS**

**SECTION 00 41 00**

**BID FORM**

PROJECT INFORMATION: Friendship Elementary – Bus Loop Connection  
4450 Friendship Rd.  
Buford, GA 30519

CONTRACT IDENTIFICATION AND NUMBER:

BID PREPARATION DATE: \_\_\_\_\_

CALENDER DAYS TO COMPLETE CONTRACT: \_\_\_\_\_

THIS BID IS SUBMITTED TO: Mr. Matt Cox, AIA, LEED, AP  
Hall County Public Schools  
3255 Montgomery Drive  
Gainesville, Georgia 30504

- 1.1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Intent to Award.
- 1.3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - 1.3.1. BIDDER has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER	DATE(continued)	NUMBER(continued)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 1.3.2. BIDDER had familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 1.3.3. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or



furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- 1.3.4. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
  - 1.3.5. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolutions thereof by ENGINEER is acceptable to BIDDER.
  - 1.3.6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or OWNER.
- 1.4. BIDDER will complete the Work for the following price(s):
- 1.4.1. BASE BID: \_\_\_\_\_  
(WORDS)  
BASE BID..... \$ \_\_\_\_\_
- 1.5. It is the intent of the Owner to issue a Letter of Intent to Award within as stated in the General Conditions.
- 1.6. Access Drive Modifications shall be substantially complete as listed in the Conditions of the Contract.

1.6.1. Unit Prices are:

UNIT PRICE SCHEDULE			
No.	DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization and Demobilization	LSUM	
2	General Conditions	LSUM	
3	Clearing	LSUM	
4	Misc. Landscaping/Irrigation	LSUM	
5	Site Grading/Haul Off	CY	
6	Fine Grade Site	SF	
7	Traffic/Construction Signage	LSUM	
8	8" Sidewalk Grading (Common)	LF	
9	Saw Cut Asphalt	LF	
10	Demo Curb	LF	
11	Demo Sidewalk	LF	
12	Demo Asphalt	SF	
13	Wall Excavation	LF	
14	Modular Wall Installation	SF	
15	Fence for Wall	LF	
16	Sub Grade Prep	SF	
17	Type S/Silt Fence	LF	
18	Sd1 NS-24" Sock	LF	
19	Construction Entrance	EA	
20	Perm Grassing	LSUM	
21	Sediment Trap (Sd2-P)	EA	
22	Concrete Wash Out	EA	
23	Petro Containment	EA	
24	Waste Collector Station	EA	
25	Erosion Control Maintenance (25%)	LSUM	

Friendship Elementary – Bus Loop Connection

00 41 00 -4

26	Curb Transitions	LSUM	
27	Concrete Paving 6”/6”	SF	
28	8’ Sidewalk (Common Area)	SF	
29	Light Duty Paving (8”/2”/2”)	SY	
30	Additional Stone (1”overall)	TN	
31	Misc. Signage/Striping	LSUM	
32	NPDES Monitoring and Reporting	MO	
33	Wash-down Area	EA	
34	Rock Removal	LOAD	
35	Unsuitable Coil Removal & Replacement	CY	
36	Soil Cement	CY	
37	Hauling	LOAD	
38	Rip Rap	TN	
38	Sidewalk Complete – Rear of Building (Alternate)	LSUM	

1.7. BIDDER agrees that the Work:

1.7.1. will be substantially complete and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.7.2. BIDDER acknowledges that there are no provisions for extending the project due to adverse weather conditions, and that the BIDDER will adequately staff the project to overcome possible weather delays.

1.8. BIDDER acknowledges that this project has specific staffing requirements during waterproofing operations and agrees to meet these requirements.

1.9. BIDDER has also provided a letter of intent from the materials manufacturer to provide a guarantee in accordance with the requirements of the Contract.

If BIDDER is:

A Partnership

By \_\_\_\_\_  
(Firm Name)

(SEAL)

\_\_\_\_\_  
(general partner)

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (Name)

\_\_\_\_\_  
(Address)

(Each joint venture member must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**HALL COUNTY BOARD OF EDUCATION**

REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGER / CONTRACTOR AT RISK  
**Friendship Elementary – Bus Loop Connection**

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda:  
(Insert the number and date of each Addendum, if none, insert “None”)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Individual

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AFFIDAVIT OF NON-COLLUSION**  
Compliance with O.C.G.A. 36-91-21 (e).

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the Hall County School District has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program: and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Name:

Firm Name:

Authorized Signature: \_\_\_\_\_

Date:

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

END OF THE BID FORM

Issued – March 6, 2023

**SECTION 00 70 00**  
**CONDITIONS OF THE CONTRACT**

- 1.1 Advertisement for Bids: Sealed bids will be received from bidders as stated in the Advertisement for Bid.
- 1.2 Instructions to Bidders:
  - 1.2.1 A mandatory pre-bid conference is scheduled at the project site as stated in the Advertisement for Bid. Contractors shall provide AIA Document A305 with the submission of their bids. All bidders shall attend, and no bidders will be added after the conference. Failure to attend the pre-bid conference shall result in disqualification of the Bidder.
  - 1.2.2 Time is of the essence and time of construction will be considered in awarding the bids. This facility is needed by the Owner no later than July 21, 2023; however, an earlier completion date is desirable.
  - 1.2.3 Instructions to Bidders. Before visiting the site for any reason prior to the bid date, all prospective bidders shall call the administrative office of the school and notify the administrative personnel of the day and time when they plan to visit the site. Upon arriving at the school, the representatives of the prospective bidders will then sign-in at the administrative office area and obtain the necessary number of visitor badges which are to be worn while on school property. Upon completion of the site visit, the prospective bidder's personnel will then return their visitor badges to the office and sign-out.
  - 1.2.4 Failure to comply with the above-mentioned procedure will result in the personnel involved being asked to vacate the facility and site whether or not they have completed their investigation.
- 1.3 Bid Bond:
  - 1.3.1 A Bid Bond in the amount of five (5) percent of the Base Bid shall accompany the Bid. The Attorney-In- Fact who signs the Bid Bond must file with the Bid Bond a certified copy of his Power of Attorney to sign such bond.
  - 1.3.2 All bidders shall submit AIA Document A310 with their bid. AIA Document 310 shall be original and not a copy. AIA Document 310 is available for purchase at [www.aia.org/contractdocs/forcontractors/](http://www.aia.org/contractdocs/forcontractors/).
- 1.4 Progress and Coordination Meetings:
  - 1.4.1 Prior to work starting, a pre-construction conference shall be held including the Owner, Designer, Prime Contractor's job superintendent, and any sub-contractor. The Designer shall submit to the Contractor a letter of intent to award a contract and describing information and documents required for the pre- construction meeting (see sample letter, Exhibit A). For the pre-construction conference, the Contractor shall have the following items submitted to the Owner:
    - 1.4.1.1 CPM Schedule (4 copies).
    - 1.4.1.2 Payment and Performance Bonds with Power of Attorney (include bond number from the bonding company stating their A. M. Best rating and size) (1 original, 2 copies). AIA form A312.
    - 1.4.1.3 Performance Bond for major subs with Power of Attorney (include bond number and letter from the bonding company stating their A. M. Best rating and size for each bond) (1 original, 2 copies). AIA form A312.
    - 1.4.1.4 Labor and Material Bonds (3 copies), if required.
    - 1.4.1.5 Certificates of Insurance (1 original, 2 copies).
    - 1.4.1.6 List of subcontractors with contact persons and 24-hour telephone number; include General Contractor's Project Manager and Superintendent (3 copies).

- 1.4.2 When requested by the Owner or Designer during the entire construction time of the project, the Contractor and certain sub-contractors shall attend progress and coordination meetings held in the Owner's offices in Gainesville, Georgia. Persons who shall attend are:
  - 1.4.2.1 Contractor's Superintendent.
  - 1.4.2.2 Contractor's Project Manager or Principal of the Contractor.
  - 1.4.2.3 Any Sub-contractor requested to attend by Owner or Designer.
  - 1.4.2.4 Representative of the Owner.
  - 1.4.2.5 Representative of the Designer.
- 1.5 Security Requirements: All employees of the Contractor shall be required to wear an identification badge for all work on existing school campuses and occupied schools. These badges will be issued without cost to the Contractor; however, the Contractor will be responsible for returning all badges to the Owner at the completion of the Contract. All badges must be returned.
- 1.6 Work at Existing Facilities:
  - 1.6.1 In all demolition and construction to the access drives, particular attention shall be paid so that all work shall be so scheduled to minimize interruptions in the normal activities.
  - 1.6.2 All workmen shall be fully clothed and shall be expected to exhibit acceptable behavior. Association with any employee while on the Owner's property shall be prohibited. Failure to comply with this requirement can subject personnel to being banned from campus, and to the full extent of the law.
  - 1.6.3 Contractor shall notify free underground utility locator service at Georgia 811 or 1-800-282-7411 before any excavations are begun.
  - 1.6.4 Any excavations required in the vicinity of existing school buildings shall not be started until Contractor has reviewed all available existing plans at Owner's office at 711 Green Street, Gainesville, Georgia 30501 and reviewed same with Owner's maintenance supervisors. All contracts shall be made through the construction coordinator.
- 1.7 Material and Substitutions:
  - 1.7.1 It shall be a requirement that neither the Contractor, nor his material suppliers, nor his Subcontractors install or otherwise incorporate any material containing asbestos, PCB or other hazardous materials within the boundaries of the Project. No soil found on site, or transported to the site from remote locations which is contaminated with material containing asbestos, PCB, Radon, gasoline, fuel oil, diesel fuel or other similar fossil fuels shall be used for fill, backfill or landscape topsoil.
  - 1.7.2 The Contractor shall require that each of his Subcontractors and material supplier's warrants to Owner and Designer that all materials, products and assemblies incorporated, or submitted for incorporation into this Project, are totally free of asbestos, PCB, or other such hazardous materials.
  - 1.7.3 If the Contractor or his Subcontractors or material suppliers have knowledge that, or believe that an item, component, material or accessory within a product or assembly may contain asbestos, PCB or other such hazardous material, it is the contractor's sole responsibility to secure a written certification from the manufacturer of any suspected material stating this material is totally free of asbestos, PCB or other hazardous materials. A copy of the written certification shall be submitted to the Owner and Designer.

- 1.7.4 Each bidder represents that his bid is based upon the materials and equipment described in the contract documents.
- 1.7.5 When references are made in the specifications to trade names, or to the names of manufacturers, such references are made solely to designate and identify the quality of the equipment or material to be furnished, and are not intended to restrict competitive bidding. In case the Contractor wishes to use material and equipment other than those specified, PRIOR WRITTEN APPROVAL of the Designer must be obtained.
- 1.7.6 If it is desired to use equipment or materials of different manufacture or trade names from those specified, application for approval of such equipment or material must reach the hands of the Designer at least ten (10) days prior to the date set for the opening of bids. Application for approval must be accompanied by supporting data clearly proving equality of the proposed substitute to that specified. To be acceptable, a substitute must equal, or exceed, all requirements of the base specifications, including space limitation and wind uplift requirements. A comparative date schedule shall accompany the submittal. Any changes in the work which might be required to accommodate the proposed substitute shall be clearly shown and described. Should the proposed substitute be approved, any such changes required in other work due to the use of the substitute shall be coordinated and accomplished by the Contractor as part of the Contract at no additional cost to the Owner.
- 1.7.7 Approval of substitutes will be made by written addendum, insured to all prospective bidders, and mailed from the Designer's office seven (7) days prior to the date set for the opening of bids.
- 1.7.8 No consideration can be given to requests for approval received later than ten (10) days prior to the day set for the opening of bids.
- 1.8 Chain of Command and Field Orders:
  - 1.8.1 All contact with the Owner up to and including bidding phase, shall be made to and through:  
  
Mr. Jeff Dale  
(or his designated representative)  
Hall County Public Schools  
3255 Montgomery Drive  
Gainesville, Georgia 30504  
Email: [jeff.dale@hallco.org](mailto:jeff.dale@hallco.org)  
Phone: 770-534-1291
  - 1.8.2 All contact with the Owner from contract signing through construction phase shall be made to and through:  
Mr. Jeff Dale  
(or his designated representative)  
Hall County Public Schools  
3255 Montgomery Drive  
Gainesville, Georgia 30504  
Phone: 770-534-1291
  - 1.8.3 The only other directions the contractor may respond to and the Owner shall be responsible for are those issued by the Director of Construction, or his designated representative, and the Superintendent for Hall County Public Schools.

- 1.8.4 The Contractor will be required to staff the project with a full-time superintendent. The Superintendent shall be able to represent the Contractor during project meetings and/or inspections by the Owner's representative, and be able to oversee all required services and any other miscellaneous requirements during the Project. The Superintendent shall also be able to resolve any issues that may impact site access operations.
  - 1.8.5 The Superintendent may also serve in the role of Foreman. However, the Contractor will be required to submit the Superintendent's qualifications prior to the start of the Project showing that he/she has a minimum of 3-years of experience in the management of various aspects of this project. The Superintendent will be required to have a cellular/mobile phone on site during site operations.
  - 1.8.6 The Owner and/or Designer reserves the right to require the Contractor to provide a suitable replacement should it is determined during the course of the Project that the Superintendent is unable to perform the required duties.
- 1.9 Supplementary Conditions: Exhibit "A" through "D" shall be incorporated into the Contract Documents.

**EXHIBIT “A”**

Gentlemen:

We have been advised this date of the Owner's intent to award you a construction contract for the Bus Loop Connection at Friendship Elementary in the amount of \$\_\_\_\_\_.

Attached are three copies of the contract for the above project. Please sign and seal all copies. As per specifications, please assemble and attach the following items:

1. CPM Schedule (4 copies).
2. Payment and Performance bonds with Power of Attorney (include bond number from the bonding company stating their A. M. Best rating and size) (1 original, 2 copies).
3. Performance Bond for major subs with Power of Attorney (include bond number and letter from the bonding company stating their A. M. Best rating and size for each bond) (1 original, 2 copies).
4. Labor and Material Bonds (3 copies), if required.
5. Certificates of Insurance (1 original, 2 copies).
6. List of subcontractors with contact persons and 24-hour telephone number; include General Contractor's Project Manager and Superintendent (3 copies).

Send these items to:

Mr. Matt Cox  
(or his designated representative)  
3255 Montgomery Drive  
Gainesville, Georgia 30504  
Phone: 678-910-5434

These items must be received before a "Notice to Proceed" will be issued. We will coordinate a time for a preconstruction conference with you within the next three days. This conference will be held within 10 days from the date of this letter. No activity or mobilization should take place until the Owner has your signed contract, insurance certificates, a preconstruction conference has been held, and you receive authorization to proceed.

If you have any questions, please contact us.

Sincerely,  
ROCHESTER & ASSOCIATES,LLC.

John Schnick, PE  
Project Engineer

**END OF EXHIBIT “A”**

Issued – March 6, 2023

**EXHIBIT “B”**

Gentlemen:

Please be advised that this date serves as your official Notice to Proceed. We have been informed by the Owner that all front end documents are in place, and we have conducted the necessary pre-work meetings.

The submittal package has been approved. However, all materials used and installed details are subject to the requirements of this contract. Any materials, shop drawings, and/or installed details that do not meet specification requirements, that is not explicitly acknowledged by the Design Professional, and/or outlined in writing by the Contractor in the submittal package prior to the Notice to Proceed is subject to rejection at the time of installation.

Please contact me directly if you should have questions about this review.

Sincerely,  
ROCHESTER & ASSOCIATES, LLC.

John Schick, PE  
Project Engineer

Cc: Hall County Public Schools

**END OF EXHIBIT “B”**

**EXHIBIT “C”**

(Copy on Company Letterhead)

INTERIM LIEN WAIVER AND RELEASE

Owner: Hall County Public Schools  
711 Green Street  
Gainesville, GA 30501

Lien Claimant:

Property/Project: Friendship Elementary  
4450 Friendship Rd.  
Buford, GA 30519

**ACKNOWLEDGEMENT AND RELEASE FOR PRIOR PAYMENTS RECEIVED**

Upon the receipt of \$\_\_\_\_\_, the undersigned hereby acknowledges that the undersigned has received prior payment (s) for labor/services/equipment and/or material furnished to the above designated project through\_\_\_\_\_, and does hereby release pro tanto any mechanic's lien, stop notice, equitable lien or labor and material bond rights that the undersigned has to the above extent only and does not cover any retention of items furnished after that date. This release is for the benefit of and may be relied upon by the owner, the prime contractor, the architect, and the principal and surety on any labor and material bond posted for the project.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Witness

Lien Claimant:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public:

My Commission Expires:

**END OF EXHIBIT “C”**

Issued –March 6, 2023



**EXHIBIT “D”**

(Copy on Company Letterhead)

**FINAL LIEN WAIVER AND RELEASE**

Owner: Hall County Public Schools  
711 Green Street  
Gainesville, GA 30501

Lien Clamant:

Property/Project: Friendship Elementary  
4450 Friendship Rd.  
Buford, GA 30519

**ACKNOWLEDGEMENT AND RELEASE FOR PRIOR PAYMENTS RECEIVED**

Upon the receipt of \$ \_\_\_\_\_, the undersigned hereby acknowledges that the undersigned has received prior payment (s) for labor/services/equipment and/or material furnished to the above designated project through final completions, including all retainage and approved contract changes, and does hereby release pro tanto any mechanic's lien, stop notice, equitable lien or labor and material bond rights that the undersigned has to the above extent only and does not cover any retention of items furnished after that date. This release is for the benefit of and may be relied upon by the owner, the prime contractor, the architect, and the principal and surety on any labor and material bond posted for the project.

Signed, sealed, and delivered in the presence of: \_\_\_\_\_

Witness

Lien Claimant: Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public:

My Commission Expires:

**END OF EXHIBIT “D”**

Issued – March 6, 2023

**END OF EXHIBIT “D”**

Issued – March 6, 2023