

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Rome, Georgia, (herein called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. The Owner will receive bids at the office of The City of Rome Purchasing Department: P.O. Box 1433, 601 Broad Street, Rome, Georgia until 2:00 p.m. (local time), March 17, 2016. Bids will then and there be publicly opened and read aloud in the Purchasing Department Conference Room. The envelopes containing the bids must be sealed, addressed to the City of Rome Purchasing Department, P. O. Box 1433, 601 Broad Street, Rome, Georgia 30162-1433, and designated as Bid for the UPGRADES TO THE ETOWAH RAW WATER PUMP STATION.

The utility contractor license number of the person who will perform the utility work must be written on the face of the bid envelope.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty(60) days after the actual date of the opening thereof.

2. Pre-Bid Meeting

The City of Rome Water Department will hold a Pre-Bid meeting to discuss components of the proposed project and provide access to the project site. This meeting will take place at **2:00 p.m. on Thursday March 3, 2016** in the Conference Room of the City of Rome Water and Sewer Division located at 100 Vaughn Road, Rome, Georgia 30161. A visit to the project site will follow.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, with ink or typewritten.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

For utility construction projects, the utility construction license number of the person who will perform the utility work must be written on the face of the bid envelope.

4. Subcontracts

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and the Engineer.

The successful Bidder will be required to furnish a full time qualified superintendent on the job who is empowered to act in all matters on behalf of the subcontractor.

5. Electronic Modification

Any Bidder may modify his bid in writing by e-mail or fax at any time prior to the scheduled closing time for receipt of bids, provided such electronic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the Bidder was mailed prior to the closing time. The electronic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed bid is opened. If written confirmation is not received within 48 hours from the closing time, no consideration will be given to the electronic modification.

6. Method of Bidding

The Owner invites the following bids:

CONTRACT NO. 1 – UPGRADES TO THE ETOWAH RAW WATER PUMP STATION

7. Qualification of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

8. Bid Security

Each bid must be accompanied by cash, certified check of the Bidders, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest Bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made within sixty days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Bid Bonds must be signed or countersigned by a Georgia Resident Agent.

9. Liquidated Damages for Failure to Enter into Contract

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

10. Time of Completion and Liquidated Damages

The Bidder hereby agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work within the following consecutive calendar days from said date:

CONTRACT NO. 1 – 180 DAYS

The Bidder further agrees to pay as liquidated damages the sum of \$100.00 for each consecutive day thereafter for each contract. The parties understand and agree that a determination of the damages, which could be incurred by the Owner, is difficult to measure and that the amount of damages is fixed and agreed upon by the parties, not as a penalty, but as an amount which reflects the probable and foreseeable damages due to late performance by the Bidder. Payment of such damages shall not constitute a limitation or waiver of any rights or remedies of the Owner.

11. Conditions of Work

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of the labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of, or interference with the work of any other Contractor.

12. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally.

All addenda and additional information will be posted on line at www.romefloyd.com and it is the responsibility of interested parties to visit the site regularly to insure the receipt of any and or new information that may be posted.

All questions should be submitted via e-mail simultaneously to Bill Gilliland at bgilliland@romeqa.us and Chuck Hardin at chardinses@bellsouth.net. All questions and answer will be posted on our website.

Questions and answers not submitted in writing will be considered general commentary and not to serve as addenda nor as an official response.

Failure of any Bidder to receive any such addendum or interpretation shall not relive such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

13. General Bond Requirements

Bids must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the base bid.

A faithful Performance Bond in the amount of one hundred percent (100%) of the amount of the bid, and a Labor Material Payment Bond in the amount of not less than the amount of said bid, one hundred percent (100%), shall be furnished by the successful Bidder. All bonds must be signed or countersigned by a Georgia Resident Agent.

14. Power of Attorney

Attorneys-in-fact who sign or countersign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

- (a) Inspection and testing of materials
- (b) Insurance requirements

16. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). It is required that the Contractor and all Sub-Contractors comply with the requirements as set forth.

Utility work 5 feet or more underground, which cost over \$100,000, must be performed by a Georgia licensed Utility Contractor. A certified foreman holding a state certificate must be present at the utility job site.

17. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest bid schedule submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded to the lowest qualified Bidder.

If such bids exceed such amount, the Owner may take one of the following actions, at his discretion:

- (a) All bids will be rejected, and project re-bid at a later date.
- (b) The funds available may be augmented in an amount sufficient to enable award to the lowest resulting net bid.

18. Obligation of Bidder

At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.

19. Non-Discrimination and Non-Segregation

Bidders must comply with the President's Executive Orders No. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin.

Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin.

20. Erosion and Sediment Control

The Bidder should familiarize himself with the State of Georgia Rules and Regulations, Best Management Practices, and Paragraph 39 of the Supplemental General Conditions (Special Conditions), as they relate to erosion and sediment control that will be required during this project.