

**SOUTHEAST ATLANTA LIBRARY  
ADDENDUM #2  
October 10, 2014**

This Addendum #2 dated October 10, 2014 issued by C D Moody Construction, Co., Inc. is hereby made part of the Southeast Atlanta Library. The changes and/or clarifications included in this Addendum shall be considered as part of the Bidding Documents and shall supersede, amend, add to, or subtract from those conditions included in the original Bid Documents, including the Project Bid Package, Drawings, Specifications, previous Addenda, etc.

Failure to acknowledge this Addendum may subject Bidder to disqualification.

**Addendum #2 Bid Package Index**

- Delete Bid Package 23 HVAC.
- Delete Bid Package 31 & 32 Earthwork and Site Utilities.
- Delete Bid Package 32 Landscaping.

**Instructions to Bidders**

- Contract Documents Sections revised to include Addendum #2 dated 10/10/14.

**Addendum #2 Foundation Package**

- Drawings S1.01, S1.02, S3.01, S3.02, S4.01 and S4.02 dated 10/7/14. Drawings listed have been issued to supersede corresponding drawings dated 9/3/14.
- Foundation Package Specifications dated 10/7/14 issued to supersede corresponding specification sections.

**END OF ADDENDUM #2**



## BID PACKAGE INDEX FOR SOUTHEAST ATLANTA BRANCH LIBRARY

<u>Division Bid Package #</u>	<u>Description of Work</u>	<u>Bid Phase #</u>
Division 03	Cast-In-Place Concrete	2
Division 04	Masonry	2
Division 05	Structural and Miscellaneous Steel	2
Division 06	Architectural Woodwork and Solid Surface Countertops	2
Division 07A	Building Envelope Waterproofing	2
Division 07B	Composite Metal Panels	2
Division 07C	Roofing	2
Division 08A	Doors/Frames/Hardware (Materials)	2
Division 08B	Doors/Frames/Hardware (Installation)	2
Division 08C	Aluminum Entrances and Storefronts	2
Division 08D	Translucent Wall and Roof Assemblies	2
Division 09A	Gypsum Assemblies and ACT	2
Division 09B	Tiling	2
Division 09C	Resilient Flooring and Carpet	2
Division 09D	Fiberglass Reinforced Wall Panels	2
Division 09E	Painting and Coating	2
Division 10A	Accessories	2



Division 10B	Dedication Plaque	2
Division 11A	Residential Appliances	2
Division 11B	Book Depositories	2
Division 12A	Entrance Mats and Frames	2
Division 12B	Bike Racks	2
Division 21	Fire Protection	2
Division 32	Flexible Paving (Asphalt/Markings)	2
Division 32	Rigid Paving (Site Concrete)	2



## **INSTRUCTIONS TO BIDDERS**

### **CONTRACT DOCUMENTS**

1. Contract Documents include the following:
  - A. Construction Drawings dated 09/03/2014
  - B. Construction Specifications dated 09/03/2014
  - C. Addendum #1 dated 10/8/14 (See attached)
  - D. Addendum #2 dated 10/10/14 (See FTP Site)
2. Bidders may obtain all bidding documents from LDI Reproprinting, phone number 770-922-5244, fax number 770-922-5309, website ([www.ldiline.com](http://www.ldiline.com)). Payment arrangements for drawings and specifications are the sole responsibility of the bidder.
3. All bidders are to review and comply with all Contract/Bidding Documents. If you review the contract drawings and specifications at a Plan Room, you are still responsible for obtaining Contract Documents listed above.
4. Drawings, specifications, addendums, bid form, and instructions to bidders may be examined at the following location:

**Fulton County Department of Purchasing  
130 Peachtree Street SW  
Atlanta, GA 30303**

### **Bid Information**

1. Bidding Process is fifteen (15) days and hereby defined as: the Advertisement for Bids, the complete Bid Package Requirements; specifically noted as the Bid Package Index, Instruction to Bidders, Bid Form, Pre-bid Conference Flyer, Request for Information Form,



Subcontractor Qualification Form, CD Moody Construction Co., (CDM) Subcontract Agreement, and Specific Bid Packages.

2. Addenda are written or graphic instruments issued by Stanley, Love-Stanley (SLS) prior to Bid opening which modify or interpret the Contract Documents by additions, deletions, clarifications, corrections or revisions.
3. A Bid is a complete and properly executed Bid Package to perform the Work submitted in accordance with all of the Contract Documents.
4. The "Base Bid", is the sum stated in the Bid Form for which the Bidder offers to perform a complete Summary of Work described in the Contract Documents. Work may be added to or deducted from the base bid for the sums stated in the Alternates, if any. The Alternate amount is to include labor, material, sales tax, equipment, overhead and profit, all cost relative to the cost of work.
5. An Alternate Bid amount is an amount stated in the Bid to be added to or deducted from the Base Bid for a specified change in the scope of work. CDM and /or AFPLS have the right to accept or not to accept the alternate bids.
6. A Unit Price is an amount stated in the Bid as a price per unit of measurement for specified labor, materials, taxes, equipment or services or a portion of the Work as described in the Contract Documents. Unit costs are to include all relative cost to perform or not to perform work in units of measurement for the duration of the contract agreement. CDM and /or AFPLS have the right to accept or not accept unit costs.
7. A bidder is a person or entity who completes and submits a mandatory Bid Package and fully completed Bid Form.
8. Where an item of work is noted to be provided "as needed", CDM has the sole responsibility to determine the need. This determination of need may be arrived at entirely without regard to any other right or remedy by CDM. The bidder does hereby waive all future claims arguing the "determination of need" with CDM.



## **Bidding Procedures**

1. Bid Packages with Bid Form are to be received by at Fulton County Department of Purchasing, on behalf of CD Moody Construction Company, Inc. as noted in the Invitation to Bid.
2. All requested lump sum costs and unit cost items shall be bid. All blanks on the Bid Package Bid Forms shall be filled in by typewritten, or manually in ink. Manual entries must be legible.
3. Where so indicated on the Bid Forms, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
4. Alterations and erasures must be initialed by the signer of the Bid.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" as the Alternate Bid for that Alternate. Any Alternated Bid left blank may be deemed as a non-responsive bid or no cost.
6. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.
7. Bidder, all signatures shall have the name and title of the signer typed or manually written in ink below the signature.
8. The Bid Package must be submitted enclosed in an envelope and sealed. Bid can be mailed or hand delivered (by bid date and time listed on invitation to bid) and shall be addressed to Fulton County Department of Purchasing, c/o CD Moody Construction Co., Inc. and clearly identified with the Project Name, the Bidders Name and Address, and the designated Bid Package Number for which the Bid is submitted. Bidder shall agree not to withdraw bid proposals for sixty (60) calendar days after date of receipt of bids.



9. Bidders must submit a separate Bid for Each Bid Package Scope of Work. If bidders wish to combine Packages to present a savings then one must specify the savings as indicated on the Bid Form.
  
10. Bids shall be deposited at the designated location prior to Bid Time on the Bid Date for receipt of Bids indicated in the Advertisement for Bids or any extension thereof made by Addendum.
  
11. The Bidder shall assume full responsibility for timely bid delivery at the location designated for receipt of Bids. The date and time for receipt is as set forth in the Invitation to Bid. Bids received after this date and time will not be accepted.

### **Basis of Award**

The contract award shall be made to the responsible bidder submitting the bid that is determined through analysis to provide the best value within the GMP budget. The bidder must comply with all Contract Documents requirements. The best value bid shall be determined on the Base Bid less any selected deductive alternates. Additive alternates may be exercised in any priority order and will be considered only after the low bid has been determined.

1. Opening of Bids. The properly identified timely Bids will be opened privately.
  
2. Rejection of Bids. Fulton County Department of Purchasing and CDM, reserves the right to reject any or all bid proposals and to waive any technicalities.
  
3. A bidder may be judged to be not responsible if they have failed to perform or complete work in a responsible manner on other similar projects.
  
4. Fulton County Department of Purchasing and CDM shall have the right to waive informalities or irregularities in a Bid Form received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.



5. Each Bidder shall be prepared to commence Work upon the date it receives the “Notice to Proceed” to be issued by CDM, or such later date as may be set forth therein.

### **Interpretations**

1. Copies of addenda will be made available for inspection wherever Contract Documents are on file during the bidding process. Copies of addenda may be purchase from LDI Reprinting. Obtaining the addendums and payment arrangements for addendums are the sole responsibility of the bidder.
2. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all addenda issued, if any, and the Bidder shall acknowledge their receipt in the Bid Forms. Failure of a Bidder to receive or acknowledge any addendum shall not relieve the Bidder of any obligation under the Bid. All addenda shall become part of the Contract Documents when issued.
3. Oral interpretations of the Construction Drawings and Specifications will not be made. Request for Information shall be made in writing to CDM ten (10) days prior to bid date. Fulton County Department of Purchasing, SLS, and CDM will not accept responsibility for any oral instructions or interpretations of the drawings, specifications, and/ or bidding documents. Failure of the successful Bidder to request or to receive and affirmative response before the bid day to a Request for Information shall not relieve the bidder of the obligation to execute the Work, at the bid price in accordance with a later interpretation by SLS or CDM
4. The Bidder shall carefully study and compare all Bid Packages with each other to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, insure compliance with national and local building codes, regulations, and shall at once report to CDM any errors inconsistencies or ambiguities in the Contract Documents.



## **Bidders Representations and Warranties**

1. Bidders shall carefully examine all Contract Documents. The Bidder, by submitting a Bid, represents and warrants that:
  - a. The Bidder has read and understands the Contract Bidding Documents and the Bid is made in accordance therewith.
  - b. The Bidder has visited and examined the site; obtained first hand knowledge of existing conditions; understands the character, quality and quantity of the products needed for the prosecution of the Work; the general and local conditions and all other matters which can in any way affect the prosecution of the Work; is aware of all conditions and restraints under which the Work is to be performed; and has correlated all the Bidder's personal observations, any other facts presented herein or conditions that are known to or reasonably knowable by the Bidder with the requirements of the Contract Bidding Documents, including the proposed contract.
  - c. The bid is based upon furnishing the Work, including services, supervision, labor, materials, equipment, systems, applicable taxes, warranties and other things required by the Contract Bidding Requirements.
  - d. All subcontractor permit fees are included.
  - e. The bidder, if successful, will enter into a contract with CDM for the scope of work defined in the Contract Bidding Documents, and Bid Packages in the form of a C. D. Moody Construction Company Standard Contract Agreement.
2. The failure or omission of any Bidder to examine the site or any of the Contract Bidding Documents shall in no way relieve any Bidder from any obligation in respect to the Bid or the performance of the Contract if awarded. The successful Bidder shall not be entitled to any additional compensation for conditions, which could or should have been determined



by examining the site and the Contact Bidding Documents as described above.

3. Fee Exemptions: Project is not exempt from utility connection fees of any kind. The Bidder has included all necessary utility connection fees associated with their work.

### **Substitutions**

1. No substitutions for specified materials, equipment and manufacturers will be considered in the Base Bid Pricing.
2. Potential substitutions may be considered only if submitted as a Value Engineering Option and should be listed on Proposal as an alternate (Ref. Section 01 2500 of the Construction Specifications). All documentation for a Value Engineering Substitution must be submitted to C. D. Moody Construction Company Inc, with the Bid Package on the bid date specified. Such Value Engineering Options shall include the name of the specified product, material, or equipment, and the drawing number or specification section as appropriate. The request shall provide a complete description of the proposed substitution including drawings, performance, test data, and other information necessary for an evaluation. The Value Engineering Option shall explain fully the difference, if any, between the specified product and the one or more named in the specifications, including difference in cost. A statement setting forth changes in other materials, equipment or other portions of work including changes in the work of other contracts that incorporation of the propose substitution would require shall be included in the request. The burden of proof of the merit of the propose substitution is upon the sole responsibility of the bidder. The Architect's decision of the approval or disapproval of the proposed Value Engineering Substitution shall be final.
3. Material Testing can only be performed by Atlanta-Fulton County Public Library System (AFPLS) approved testing firm. The approved firm is as follows: CARDNO ATC



### **Bid Bonds, Payment bonds, Performance Bonds**

1. Bid Bonds are not required for this project. Payment and Performance Bonds in the amount of 100% for the successful awarded bids in excess of **\$50,000.00**, must be furnished from a bonding company with a Best rating of "A" or better, and will be required from the successful bidder on standard AIA Performance and Payment Bond Forms.
2. The cost of said bonds shall be identified and clearly labeled on the Bid Form where required.
3. In the event the Subcontractor shall fail to promptly provide such bonds CDM may terminate the intent to enter into an Agreement or Executed Agreement, and re-award the Work to another subcontractor, and subcontractor shall indemnify and hold CDM harmless from all added costs and expenses incurred by CDM as a result thereof.
4. If a Base Bid exceeds \$50,000.00, and the Bidder is awarded a Contract, the Bidder or Subcontractor shall not commence its Work without having said Performance and Payment bonds and any such commencement shall not be considered a waiver, or release by CDM of the above requirements. Subcontractor shall be deemed to have proceeded with Work, at its own risk, and shall not be entitled to payment hereunder until such bonds are delivered to CDM.

### **Equal Employment and Nondiscrimination**

1. AFPLS, SLS, and CDM are committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin, or disability in employment.
2. It is the desire of AFPLS, SLS, and CDM that Minority Businesses be given the opportunity to bid on the various parts of the Work. This desire is not intended to restrict or limit competitive bidding or to increase the cost of the Work. AFPLS, SLS, and CDM support a healthy free market system that seeks to include responsible businesses and provide ample opportunities for business growth and development.
3. A Bidder must acknowledge on the Bid Package Form whether or not they are certified Minority Business Enterprise.