

102.08 Proposal Guaranty

No Proposal will be considered unless it is accompanied by a Proposal Guaranty of the character and in an amount not less than the amount indicated in the Proposal. Each bid submitted must be accompanied by a separate Proposal Guaranty. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached.

102.09 Delivery of Proposals

Each Proposal, together with the Proposal Guaranty, shall be submitted in a sealed envelope so marked as to identify its contents without being opened. Proposal forms are not transferable. Proposals will be received until the time and date set in the Notice to Contractors for opening and must be in the hands of the officials indicated by that time. Proposals received after the time established for opening of Bids will be returned unopened to the Bidder.

102.10 Withdrawal or Revision of Proposals

Any Bidder may withdraw his Proposal before the time set for opening by submitting a DEPARTMENT OF TRANSPORTATION BID PROPOSAL WITHDRAWAL FORM, completed by an authorized officer of the company, whose signature is legally binding upon said company, or by telegram, letter, or facsimile transmission received prior to opening and verified by the Department.

The Bidder may submit a Bid change by letter, telegram, or facsimile transmission either of which must be verified by the Department, and the fact that such change has been received will be announced when the Bid is opened.

Under no circumstances will the Department change a sealed bid prior to the time of opening.

102.11 Public Opening Of Proposals

Proposals will be opened and read publicly at the time and place stated in the Notice to Contractors. Bidders and their authorized agents are invited to be present.

102.12 Material Guaranty

The Department reserves the right before the Contract is awarded to require the Bidder to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of The Work, together with samples, which may be subjected to the tests provided for in the Specifications to determine their quality and fitness for The Work.

102.13 Combination or Conditional Proposals

If the Department so elects, proposals may be issued for projects in combination and/or separately, so that bids may be submitted either on the combination or on separate units of the combination. The Department reserves the right to make awards on combination bids or separated bids to the best advantage of the Department. No combination of bids, other than those specifically set up in the proposals by the Department, will be considered. Separate contracts will be written for each individual project included in the combination.

Conditional proposals will be considered only when so stated in the special provisions.

102.14 Landscape Projects

Only qualified Landscape Contractors shall submit bids for Landscape Projects. Qualifications required are as follows:

1. The Contractor shall ensure that all nursery stock used on this project is obtained from a State certified nursery. All work done by the Contractor on this project shall be done under the direct supervision of a licensed nurseryman.
2. The Contractor shall have a certified pesticide operator's license for the State of Georgia and shall furnish evidence of such with the bid.
3. The Contractor shall have satisfactorily executed landscape plantings of a similar nature and shall furnish with this bid a certified statement of such compliance.

Section 103—Award and Execution of Contract

103.01 Consideration of Proposals

After the Proposals are opened and read, the correct sum of the products of the quantities shown in the Proposal multiplied by the Unit Prices Bid will be considered the amount of the Bid. If there is a discrepancy between Unit Bid Prices and extensions, the Unit Bid Price shall govern in accordance with Subsection 102.06. In determining Unit Bid Prices, fractional

parts of a cent less than 1/1000 cent (\$0.00001) will not be considered significant and will be dropped. The amounts will then be compared and the results of this comparison will immediately be made public. Until the final Award of the Contract, however, the right will be reserved to reject any and all Proposals, to waive technicalities, to advertise for new Proposals, or to proceed to do The Work otherwise if the interest of the Department will be promoted thereby.

If, prior to the award of a contract, the low bidder discovers that an obvious error was made in the preparation of the bid, a request to the Department may be made to allow the withdrawal of the bid without bid bond forfeiture. The decision whether or not to grant such a request rests entirely with the Department and in the discretion of the Department. If such a request is granted, the Department may, in its discretion, award the contract to the next lowest reliable bidder, readvertise, perform the work itself, or abandon the project.

103.02 Award of Contract

If a Contract is Awarded, it will be Awarded to the lowest reliable bidder whose Proposal shall have met all the prescribed requirements. The Contract will be Awarded, if at all, within 30 calendar days after the opening of the Proposals, unless a longer period is specified in the Proposal or the successful Bidder agrees in writing a longer period for the Award.

Single as well as multiple proposals for a project will be publicly opened and read. If only one proposal is received on a project and the amount of that proposal is equal to or less than the Department's cost estimate for the project, as certified by the Chief Engineer, the cost estimate will be read.

If only one proposal is received and the amount of that proposal exceeds the Department's cost estimate for the project, the Department may, at its option, award the contract, or reject the proposal and readvertise, perform the work itself, or abandon the project.

The Award of Contracts involving work financed entirely or in part by Federal funds is conditioned upon the concurrence of the Federal Agency involved. No bids will be negotiated or adjusted.

Award to the successful bidder will be made public through the publication of the Award Announcement. If the successful bidder fails to execute the Contract and file acceptable bonds within the period set forth in Subsection 103.07 thereby causing cancellation of the award and forfeiture of the Proposal Guaranty, the Department may award the Contract to the next lowest reliable bidder, readvertise, abandon the project, or perform the work itself.

103.03 Cancellation of Award

The Department reserves the right to cancel the Award of any Contract at any time before the execution of said Contract by all parties without any liability against the Department.

103.04 Return of Proposal Guaranty

All Proposal Guaranties may be retained until the Contract and the Contract Bond have been signed and approved. Early release of Proposal Guaranties will be considered if a request is made in writing. The Department reserves the right to return all Proposal Guaranties by registered or certified mail, and its responsibility pertaining to them will end when they are mailed.

103.05 Requirements of Contract Bonds

The penal sum of the Contract shall be defined as 120 percent of the Original Contract Amount. At the time of the execution of the Contract, and as a part thereof, the successful Bidder shall furnish Contract Bonds as specified below:

Georgia Resident Contractor

Georgia Resident Contractors shall furnish Performance and Payment Bonds as follows:

Performance bond in the full penal sum of the Contract and payment bond in an amount equal to 110 percent of the full amount of the Contract. The aggregate amount of the bonds shall be 210 percent of the full penal sum of the Contract.

Nonresident Contractor

Nonresident Contractors shall furnish Contract Bonds as follows:

Performance bond in the full penal sum of the Contract, payment bond in the full penal sum of the Contract, and tax bond in the amount of 10 percent of the full penal sum of the Contract. The aggregate amount of the bonds shall be 210 percent of the full penal sum of the Contract. The tax bond shall represent the nonresident contractor bond required by the Revenue Department in accordance with Sections 48-13-30 through 48-13-38 of the Official Code of Georgia Annotated.

The Bonds shall be made on forms furnished by the Department and executed by the Contractor and a Surety Company acceptable to the Department, authorized to do business in Georgia. In the event the Bond is made by an out of state agent, it shall be countersigned by a Georgia Resident Agent in accordance with the laws of Georgia.

103.06 Execution and Approval of Contract

The Contract shall be signed by the successful Bidder and returned within 15 calendar days after the date of the letter transmitting the Contract to the Bidder. If the Contract is not executed by Department within 30 calendar days following receipt from the Bidder of the signed Contract, unless a longer period is specified in the Proposal or the successful Bidder agrees in writing to a longer period, the Bidder shall have the right to withdraw his Bid without penalty. No Contract shall be considered as effective until it has been fully executed by all of the parties.

103.07 Failure to Execute Contract

Failure to execute the Contract and file acceptable Bonds within 15 calendar days after the date of the letter transmitting the Contract to the Bidder shall be just cause for the cancellation of the Award and forfeiture of the Proposal Guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained.

If the Department readvertises the project, the Department may, at its discretion, not allow the bidder who refused to Execute the Contract to submit a Proposal on the readvertised project.

Section 104—Scope of Work

104.01 Intent of Contract

The intent of the Contract is to provide for the construction and completion in every detail of The Work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete The Work in accordance with the Plans, Specifications, and terms of the Contract.

104.02 Special Work

Should any construction or conditions not thoroughly or satisfactorily stipulated and set forth by the Standard Specifications and Supplements thereto be anticipated on any proposed work, Special Provisions for such work will be included in the Proposal and the Contract as a part thereof. Should any such Special Provisions contain requirements in conflict with the *Standard Specifications* and Supplements thereto, the Special Provisions will govern.

104.03 Alteration of Plans or Character of Work

A. Authority to Make Changes

The Department reserves the right to make, at any time during the progress of The Work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform The Work as altered, the same as if it had been a part of the original Contract.

Whenever an alteration in character of Work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before work is started on such alteration, except that in the absence of a Supplemental Agreement acceptable to both parties, the Engineer may direct that the Work be done by Force Account. Any Force Account Agreement shall be in writing, specifying the terms of payment, signed by the State Construction Engineer and agreed to in writing by the Contractor.

All work shall be performed as directed and in accordance with the Specifications.

B. No Waiver of Contract

Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work as done.