

CITY OF FLOWERY BRANCH

Invitation to Bid



BID No. 26-011

MODULAR PUBLIC WORKS OFFICE BUILDING

BID Release: Wednesday, June 24, 2026

BID Questions Deadline: Friday, July 10, 2026, 11:00 a.m. EST.

BID Due Date: Thursday, July 23, 2026, 2:00 p.m. EST.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street
Flowery Branch, GA 30542

TABLE OF CONTENTS

BACKGROUND.....	3
PROJECT INTRODUCTION	3
CORRESPONDENT	3
QUESTIONS	3
RESPONSE DATE AND LOCATION	4
PROPOSED SCHEDULE:.....	4
SCOPE OF WORK	4
MODULAR PUBLIC WORKS OFFICE BUILDING	
BUILDING SPECIFICATIONS	4
RESPONDENT RESPONSIBILITY	6
LIABILITY AND INSURANCE.....	7
REQUIREMENTS / EVALUATION CRITERIA	8
AWARD AND EXECUTION	8
GENERAL CONDITIONS.....	9
CERTIFICATION	12
ADDENDUM ACKNOWLEDGEMENT	13
LABEL.....	14

BACKGROUND

Located on Lake Lanier and just over forty miles from Atlanta, Flowery Branch has maintained a picturesque historic downtown. Recent investment, including streetscape improvements and a revitalized train depot, is beginning to revitalize the downtown area, known as “Old Town.” Many of the original buildings in the historic central business district still exist and have been rehabilitated and repurposed.

PROJECT INTRODUCTION

The City of Flowery Branch, Georgia (henceforth referred to as the "City"), is seeking qualified contractors to provide, deliver, and install a new 24' x 60' modular office building at the existing Public Works site. This facility will serve as an operational hub supporting daily maintenance, administrative, and field activities.

The new modular building will include a breakroom with installed cabinetry and countertops, a storage room, two offices, a locker room with twelve installed lockers, a restroom with two stalls, a bathroom with a shower, and a janitor's closet housing the water heater. The building must be installed flush with the existing deck to ensure continuous, shared access between the new structure and the existing modular building.

The selected contractor will be responsible for providing a complete, move-in-ready installation, including delivery, placement, foundation/anchoring, skirting, utility connections, interior fixtures, and all required finishes. All work must comply with Georgia State Minimum Standard Codes, ADA requirements, and all applicable local permitting and inspection standards.

CORRESPONDENT

Upon release of this Solicitation, all Respondent communications concerning this acquisition must be directed to the Finance Department contact listed below:

City of Flowery Branch
Attn: Nancy Rodriguez
5410 Pine Street, Flowery Branch, GA. 30542
Phone: (770-967-6371) ext. 111
Nrodriguez@flowerybranchga.org

Unauthorized contact regarding this Solicitation with any other City of Flowery Branch employee may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Respondents should rely solely on written statements issued by the City's designated contact.

QUESTIONS

All questions must be submitted in writing to the contact named above. Questions must be received by 11:00 a.m. EST on Friday, July 10, 2026. A list of questions and answers will be posted on the city website at www.flowerybranchga.org/BIDs and on the Georgia Procurement Registry (GPR).

RESPONSE DATE AND LOCATION

The Finance Department must receive the Respondent's submission in a sealed envelope, in its entirety, no later than 2:00 p.m. Eastern Standard Time on Thursday, July 23, 2026, at 5410 Pine Street, Flowery Branch, Georgia. Submissions received after the deadline will be returned unopened to the sender. All submissions and accompanying documentation will become the property of the City of Flowery Branch and will not be

returned. **Submissions must be clearly marked on the outside of the package with the required Solicitation Label.**

Respondents assume all risks associated with their chosen method of delivery. The City of Flowery Branch is not responsible for delays caused by any delivery service. A postmark by the due date will not substitute for actual receipt of the submission. Late submissions will not be accepted, nor will additional time be granted to any Respondent. Submissions may not be delivered by facsimile, other telecommunication methods, or solely by electronic means.

PROPOSED SCHEDULE:

Release:	Wednesday, June 24, 2026
Questions Deadline:	Friday, July 10, 2026, 11:00 a.m. EST.
Due Date:	Thursday, July 23, 2026, 2:00 p.m. EST.
City Council Award of Contract:	TBD
Contract Effective Date	TBD

SCOPE OF WORK

The City seeks to procure and install a 24' x 60' modular office building at the existing Public Works site. The building will serve as an operations hub featuring offices, a breakroom, storage, locker room, and restrooms. It must connect seamlessly to the existing deck shared with the current modular building.

All work includes delivery, installation, utility connections, skirting, and final inspection for a turnkey installation.

MODULAR PUBLIC WORKS OFFICE BUILDING

I. BUILDING SPECIFICATIONS

A. Dimensions & Structure

- Overall building size: 24 feet x 60 feet
- Modular construction meeting all applicable Georgia building codes, including wind load, energy code, and ADA requirements.
- Exterior skirting around the full perimeter.
- Only one side of the building shall include windows (side to be designated during pre construction).

B. Interior Layout Requirements

The building shall include the following spaces:

- Breakroom
 - Sink with base cabinet
 - Countertop workspace
 - Dedicated space for a full-size refrigerator
 - Electrical outlets per code
- Storage Room
 - Minimum shelving or open floor space (final layout to be coordinated)

- Two (2) Offices
 - Each office must be fully enclosed with doors
 - Minimum electrical outlets per code
- Locker Room
 - The contractor shall furnish and install twelve (12) lockers within the designated locker room.
 - Each locker must meet the following minimum dimensions:
 - a) 24 inches wide
 - b) 18 inches deep
 - c) 72 inches tall
 - Lockers may be metal or heavy-duty composite
- Bathroom with Shower
 - Single toilet
 - Sink
 - Stand-up shower
 - Exhaust fan
 - Water-resistant wall and floor finishes
- Restroom with Two Stalls
 - Two toilet stalls
 - One sink
 - Exhaust fan
 - ADA-compliant stall required
- C. Mechanical, Electrical & Plumbing (MEP)
 - HVAC
 - Fully installed air conditioning and heating system sized appropriately for a 24x60 modular building.
 - Thermostat(s) installed and operational.
 - Electrical
 - Complete electrical system meeting Georgia code.
 - Lighting throughout (LED preferred).
 - Exterior lighting at entry points.
 - Electrical panel sized for all building loads.
 - Plumbing
 - All plumbing fixtures installed and operational.
 - Water heater sized for restroom + shower + breakroom use.
 - All connections to existing site utilities included.
- D. Windows & Doors
 - Windows installed only on one designated side of the building.
 - Exterior doors must be insulated steel or fiberglass.
 - ADA-compliant entry door.
- E. Exterior Requirements
 - Full perimeter skirting installed.
 - Exterior finish to be durable, low-maintenance material.
 - Roof system appropriate for Georgia climate.
- F. Site Work & Installation
 - Delivery & Placement
 - Contractor shall deliver and set the modular building at the Public Works site.
 - Building must be positioned to butt up to the existing deck and align flush for shared use.
 - Contractor is responsible for verifying site conditions prior to installation.

- Foundation / Anchoring
 - Provide and install foundation system appropriate for modular construction.
 - Anchoring must meet Georgia code and manufacturer requirements.
- Utility Connections
 - Contractor shall connect:
 - a) Water
 - b) Sewer
 - c) Electrical
 - d) HVAC condensers
 - All trenching, conduit, piping, and backfill included.
- Integration with Existing Deck
 - Building must be installed so that the existing deck can be shared with the adjacent modular building.
 - Contractor shall ensure:
 - a) Proper alignment
 - b) Weather-tight connection
 - c) Safe transition between structures.

G. Code Compliance

All work must comply with:

- Georgia State Minimum Standard Codes
- ADA requirements
- Local permitting requirements
- Manufacturer installation guidelines

H. Deliverables

- Completed 24x60 modular building meeting all specifications
- Installed HVAC system
- Fully connected utilities
- Skirting installed
- Interior fully finished and ready for occupancy
- Final inspection and approval

I. Contractor Responsibilities

- Provide shop drawings and floor plan for approval
- Coordinate delivery schedule with the City
- Maintain a clean and safe worksite
- Provide warranty information for building and components
- Attend pre-construction and final walkthrough

RESPONDENT RESPONSIBILITY

When determining whether a Respondent is qualified, or when evaluating a submission, the following factors may be considered, any one of which will suffice to determine whether a Respondent is qualified or whether the submission is most advantageous to the City:

- A. The ability, capacity, and skill of the Respondent to perform the contract or provide the required equipment and/or services.
- B. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent.
- C. Whether the Respondent can perform the contract within the time specified.
- D. The quality of performance of previous public and private contracts or services, including, but not limited to, Respondent's failure to perform satisfactorily or complete any written contract. The City's

termination for default of a previous contract with a Respondent, within the past three years, shall be deemed to be such a failure.

- E. The previous and existing compliance by the Respondent with laws relating to the contract or service.
- F. Evidence of collusion with any other Respondent, in which case colluding Respondent will be restricted from submitting further response on the subject project or future solicitations, for a period not less than three years.
- G. All employees, subcontractors or vendors performing cleaning services in any City-owned building must be submitted to pass a thorough criminal background investigation with no convictions, other than minor traffic violations.
- H. The Respondent has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged, or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. The Respondent shall affirmatively disclose to the City all such convictions, especially of management personnel or the Respondent as an entity, prior to the notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole opinion and discretion, for termination for default subsequent to the award or execution of the contract.
- I. If the Respondent will be unable, financially, or otherwise, to perform the work.
- J. At the time of the bid opening, the Respondent is not authorized to do business in Georgia, or otherwise lacks a necessary license, registration, or permit.
- K. Any other reason deemed proper by the City.

LIABILITY AND INSURANCE

During the performance of the duties outlined in the Scope of Work of this bid, the successful Respondent shall procure the following insurance, which shall be full coverage insurance not subject to self-insurance provisions, except for vehicle collision insurance and comprehensive automobile coverage and shall not, of the Vendor's initiative, cause such insurance to be cancelled or materially altered during the contract term. The Respondent must provide evidence, satisfactory to the City, of the following insurance requirements:

- A. Owner requires the Respondent to have and maintain the following insurance coverage and indemnification provisions with the City of Flowery Branch named as an additional insured hereunder.
- B. The Respondent agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

▪ Workers' Compensation	Statutory Minimum
▪ General Liability	\$1,000,000/incident \$3,000,000 aggregate
▪ Architects and Engineers Professional Liability	\$2,000,000/incident \$2,000,000 aggregate

C. PROOF OF INSURANCE

The Respondent shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not

be cancelled or materially altered, except after thirty (30) days written notice has been received by the Owner.

D. INDEMNIFICATION

The Respondent shall indemnify, protect, defend and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the contract by Respondent or by any individual or entity for which Respondent is legally liable, including but not limited to officers, agents, employees or subcontractor of Respondent.

REQUIREMENTS / EVALUATION CRITERIA

All Respondents must provide a complete and compliant submission in accordance with the requirements outlined in this solicitation. Submissions that fail to include the required documentation or do not adhere to the specified format may be deemed non-responsive.

I. Submission Requirements

Respondent shall submit one (1) original hard copy submission.

Each bid must include the following items to be considered responsive:

- A. Completed Bid Form with total turnkey price
- B. Product specifications for the proposed modular building
- C. Project schedule, including estimated delivery and installation timeline
- D. Proof of insurance meeting City requirements
- E. Required affidavits, including E-Verify and non-collusion forms
- F. Bid bond, if required by City ordinance
- G. References for similar modular building projects completed within the past five years

Incomplete submissions may be deemed non-responsive.

AWARD AND EXECUTION

The City will select the submission that, in its sole discretion, is determined to be the most responsive and responsible response to this solicitation. The City reserves the right to verify qualifications, request clarification of submitted information, and conduct reference checks as needed to confirm responsibility.

The City may make an award without further discussion, clarification, or negotiation. Respondents should therefore submit their responses on the most favorable terms available, as no best-and-final-offer process is guaranteed. Specifications may be adjusted by the City of Flowery Branch based on the Respondent's submission, and an increase or reduction in services or quantities may be negotiated prior to award and contract execution.

If the City requires additional time to finalize the award, the award period may be extended by mutual written agreement between the City and the successful Respondent. If an award has not been made within

ninety (90) days of the solicitation opening date the Respondent may withdraw its submission without penalty or further obligation to either party.

GENERAL CONDITIONS

I. WAIVER OF TECHNICALITIES

All items must meet or exceed specifications as stated by the City of Flowery Branch. The City of Flowery Branch reserves the right to waive any technicalities and to reject or accept any bid in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Flowery Branch. The award may be made by item number or in total. Determination of best response to bid will be the sole judgment of the City of Flowery Branch. Bid shall remain valid for ninety days from the date of bid opening.

II. BONDING REQUIREMENTS

Bid, performance and payment bonds shall be required for all contracts where the cost is two-hundred fifty thousand dollars (\$250,000.00) or greater as required per O.C.G.A. § 36-91-50.

a. Bid Bonds

- i. The bid bond must be in an amount of not less than 5 percent of the total amount payable by the terms of the contract. In lieu of a bid bond, the city may accept a cashier's check, certified check, or cash deposit in an amount of not less than 5 percent of the total amount payable by the terms of the contract. If the contract does not exceed \$750,000.00, the city may also accept an irrevocable letter of credit in lieu of the bid bond. No bid or bid shall be considered to be complete unless a bid bond has been submitted. O.C.G.A. § 36-91-50(d). If a bid bond is required and the Vendor fails to provide it, the contract shall be invalid. O.C.G.A. § 36-91-50(d). The city must approve the form and solvency of the surety prior to acceptance of the bid or bid. O.C.G.A. § 36-91-40(a)(2).

b. Performance Bonds

- i. The performance bond shall be in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. O.C.G.A. § 36-91-70. If the public works construction contract is less than \$750,000.00, the local government may accept an irrevocable letter of credit instead of a performance bond. O.C.G.A. § 36-91-71. No public works construction contract requiring a performance bond shall be valid for any purpose unless the Vendor shall give such performance bond. O.C.G.A. § 36-91-70. The affected city may recover any damages resulting from the Vendor's breach by filing an action within one year of the completion of the project and acceptance of the work. O.C.G.A. § 36-91-72. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

c. Payment Bonds

- i. The payment bond shall be in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subVendors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90. In lieu of a payment bond, the city may accept, in its discretion, a cashier's check, certified check, or cash in the

amount of at least the total amount payable by the terms of the contract. O.C.G.A. § 36-91-90. No public works construction contract requiring a payment bond shall be valid for any purpose. O.C.G.A. § 36-91-91. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

III. NON-COLLUSION

Vendor(s), by submitting a bid, certify that the accompanying bid is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

IV. BID REJECTION

The City of Flowery Branch reserves the right to reject any or all bids at any time without penalty.

Any vendor, who acts as a supplier to another vendor submitting a bids and also submits a bid of their own, will be viewed as participating in Collusive behavior. This behavior displays a pattern or practice of unethical or immoral business practices. Any vendor associated with this practice may be banned from doing business with the City of Flowery Branch for up to three years.

V. MODIFICATION OF BIDS

Any clerical mistake that is patently obvious on the face of the bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Proposer. A non-material omission in a bid may be corrected if the Finance Department determines that correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

- (1) Price Information; and
- (2) Any Required Insurance

VI. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the bid opening. After bids have been opened, withdrawal of a bid shall be based upon the following:

The Proposer shall give notice in writing of his claim of right to withdraw his bid due to an error within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price is substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The Proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

VII. NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of Flowery Branch, the City of Flowery Branch is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Flowery Branch in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Flowery Branch.

VIII. PROPRIETARY MATERIAL

Any information contained in the bid that is proprietary will be neither accepted nor honored. All information contained in this bid is subject to public disclosure.

IX. RESPONSE PROPERTY OF THE CITY OF FLOWERY BRANCH

All material submitted in response to this request becomes the property of the City of Flowery Branch. Selection or rejection of a response does not affect this right.

X. NO OBLIGATION TO BUY

The City of Flowery Branch reserves the right to refrain from contracting with or purchasing from any vendor. The release of this Bid does not compel the City of Flowery Branch to purchase.

XI. COST OF PREPARING BIDS

The City of Flowery Branch is not liable for any cost incurred by vendors in the preparation and presentation of bids and demonstrations submitted in response to this bid.

XII. NUMBER OF COPIES REQUIRED

Respondent shall submit one (1) original hard-copy submission.

XIII. ADDENDA

Vendors are responsible for checking the City of Flowery Branch's website for the issuance of any addenda prior to submitting a bid. The address is <https://www.flowerybranchga.org/BIDs>

****The City of Flowery Branch is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.**

***** The City of Flowery Branch will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.**

City of Flowery Branch
CERTIFICATION
BID No. 26-011 MODULAR PUBLIC WORKS OFFICE BUILDING

This form must be completed and signed for the solicitation to be considered.

With my signature, I certify that I am duly authorized to commit my firm to this solicitation. I further certify that the information contained in this submission is true, accurate, and complete and shall remain valid for a period of ninety (90) days from the date of submission.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch
Finance Department
5410 Pine Street Flowery Branch, GA 30542

BID RESPONSE:

PRICE: \$ _____

Please attach specific pricing details that itemize costs by task, including contractor staff time and hourly rates, and other direct costs (materials, supplies, etc.). (In the event of discrepancies between the specific pricing details and this page, this page will be deemed to convey the contractor's accurate proposal.)

I acknowledge that my firm has reviewed and understands the scope of work and certifies that it can perform the services as presented in this solicitation upon the City's request.

Signed, sealed, and delivered in the presence of:

Unofficial Witness

By: _____
(Person authorized to sign binding contract)

Title: _____

Notary Public
Commission Expires: _____

Attest: _____
(Officer of Company if Corporation)

Title: _____

Company Name: _____

CITY OF FLOWERY BRANCH

ADDENDUM ACKNOWLEDGEMENT

BID 26-011

MODULAR PUBLIC WORKS OFFICE BUILDING

PLEASE LIST ISSUED ADDENDUM(S)

Addendum Number(s)



☐ NO ADDENDA WERE RECEIVED

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: FAX: _____

EMAIL ADDRESS: _____

By signing below, I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

SIGNATURE: _____ DATE: _____

UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR BID.

**AFFIX THIS LABEL IN A VISIBLE LOCATION ON
SEALED BID**

BID Title:	26-011 MODULAR PUBLIC WORKS OFFICE BUILDING
Company:	
Contact Person:	
Contact Phone:	
BID Due Date:	Thursday, July 23, 2026, at 2:00 P.M.

DELIVER ONLY TO:

**City of Flowery Branch
Attn: Finance Department
5410 Pine Street
Flowery Branch, GA 30542**

Internal Use Only:

Received:

*THIS SEALED BID WILL REMAIN CLOSED UNTIL THE ADVERTISED BID OPEN DATE
AND TIME BY THE FINANCE DEPARTMENT.*