



# Macon-Bibb County, Georgia

## INVITATION FOR BIDS

FOR

## Douglas Theatre Restroom Renovation

910-065  
909-054  
936-014  
909-022

BID NUMBER: 18-031-KMB

ISSUED: February 1, 2018

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, March 1<sup>st</sup>, 2018

Macon-Bibb County Procurement Department  
700 Poplar Street  
Suite 308  
Government Center  
Macon, Georgia 31201

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite308, Macon-Bibb Government Center, 700 Poplar Street Suite 308, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, March 1<sup>st</sup>, 2018 for Douglas Theatre Restroom Renovation for the Macon-Bibb County.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on Thursday, March 1<sup>st</sup>, 2018 at 2:00 pm.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or [jbumpus@maconbibb.us](mailto:jbumpus@maconbibb.us) .

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Macon Bibb Procurement Conference Center, 700 Poplar Street Suite 308, Macon, Georgia 31201, by calling (478) 803-0554, or may be viewed and downloaded from the Macon-Bibb County Procurement Page [www.maconbibb.us/purchasing](http://www.maconbibb.us/purchasing)

C. Pre-Bid

A pre-bid conference is scheduled for 10:00 o'clock a.m., **February 14, 2018** at 700 Poplar Street, Macon, Georgia 31201. The meeting will be followed immediately by a site visit to be hosted by the Project Manager's team. This pre-bid is mandatory; contractor must be present in order to submit a response.

D. Bids

1. Envelopes shall be identified on the outside as  
**"18-031- KMB- Douglas Theatre Restroom Renovation"**

And delivered by hand or mailed to:

Macon-Bibb County Procurement Department  
700 Poplar Street Suite 308  
Macon, Georgia 31201

E. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within five percent (5%) price preference for Certified Small Local Business Enterprise Participation. A Small Local Business Enterprise (SLBE) must be certified as of the time of issuance of the bid to be considered for the Price Preference set for the herein.

F. Validity

1. No bid may be withdrawn for a period of ninety (90) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on an individual basis or whichever award serves the best interest of Macon-Bibb County or the funding source.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term "work" occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

B. Bidder's Representation

1. Each bidder, by making his bid, represents that he has:
  - a) Read and understands the bidding documents; and,
  - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
    - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
      - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.

- (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

C. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than five (5) days prior to receipt of bids, email preferred, to [kbradley@maconbibb.us](mailto:kbradley@maconbibb.us).
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
  - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
  - b) Addenda will become part of the Contract Documents when the Contract is executed.

D. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed **Required Submission Documents** as Attachment "A".

Bidder Information Form  
Bidder's Qualification Form  
List of Sub-Contractors  
Bidder Minority Participation Goal  
Financial & Legal Stability Statement  
Insurability Statement  
E-Verify Affidavit  
Debarment Form

***Reservations***

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

### III. SPECIAL CONDITIONS

#### A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
  - a) International Building Code
  - b) State and Local Building Code
  - c) Georgia Department of Transportation (D.O.T.)
  - d) Occupational Safety and Health Administration (OSHA)
  - e) Other Federal, State, or Local Codes

#### B. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

#### C. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

#### D. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

#### E. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

F. Inspection

1. Inspectors may be appointed to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Inspector.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Owner shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Owner and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Douglass Theater Restroom Renovations, for the Macon-Bibb County Government, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment "B"- Specifications, attached hereto and incorporated herein.

C. Schedule

1. The contractor shall execute the work diligently, and shall complete all work requirements within 90 calendar days following the receipt of all necessary railroad permits. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

V.

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of Completion.

# BID FORM

Macon-Bibb County Board of Commissioners  
Kimberly Bradley, Procurement Officer III  
Macon-Bibb County, Procurement Dept.  
700 Poplar Street Suite 308  
Macon, Georgia 31201

DATE: \_\_\_\_\_

Re: 18-031-KMB- **Douglas Theatre Restroom Renovations**  
Macon-Bibb County  
Macon, Georgia

Dear Mrs. Bradley:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
  - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
  - b. Bidder acknowledges receipt of the following addenda:  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of ninety (90) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within ninety (90) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation.
7. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), neither directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
8. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

**DOUGLAS THEATRE RESTROOMS RENOVATION**

<b>Total Bid Price</b>	\$ _____
<b>Time Line for Project</b>	_____ <b>Calendar Days</b>