



# **Macon-Bibb County, Georgia**

## **INVITATION FOR BIDS**

FOR

### **Bernd Park**

906-72  
650-38  
650-18  
988-63

**BID NUMBER: 17-034-NT**

**ISSUED: March 27, 2017**

**BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, April 20, 2017**

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

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FORMS PROVIDED:

- BID FORM
- BIDDER QUALIFICATION FORM
- FINANCIAL & LEGAL STABILITY STATEMENT
- LIST OF SUB-CONTRACTORS
- BIDDER MINORITY PARTICIPATION GOAL
- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

- A – REQUIRED SUBMISSION DOCUMENTS
- B – DRAWINGS

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## Bernd Park

### I. GENERAL

#### A. Invitation

- A. Notice is hereby given that the Macon-Bibb County will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, **April 20, 2017** for Bernd Park of Macon-Bibb County, Georgia.
- B. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
- C. Bids will be publicly opened in the Macon-Bibb County Finance Department Conference Room on Thursday, **April 20, 2017** at **2:00 pm**.
- D. 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) 803-0366 or [jbumpus@maconbibb.us](mailto:jbumpus@maconbibb.us) .

#### B. Bid Documents

- A. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Government Center, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
- Georgia Procurement Registry website  
[http://ssl.doas.state.ga.us/PRSapp/PR\\_custom\\_index.jsp?agency=61100](http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100)  
Macon-Bibb County Procurement Page [www.maconbibb.us/purchasing](http://www.maconbibb.us/purchasing)

#### C. Pre-Bid

A pre-bid conference is scheduled for 9:00 o'clock a.m., April 5, 2017 at located the corner of Spring St/Cherry St/Magnolia St. This pre-bid is mandatory; contractor must be present in order to submit a response.

#### D. Bid Bond

- A. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five-percent (5%) of the total base bid.
- a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

#### E. Sealed Bids

- A. Envelopes shall be identified on the outside as
- “17-034-NT Bernd Park”**
- and delivered by hand or mailed to:

Macon-Bibb County Procurement Department

Attn: Nan Tharpe  
700 Poplar Street, Suite 308  
Macon, Georgia 31201

- F. Validity
  - A. 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
  - A. The contract, if awarded, will be based on total bid price.
  - B. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
  - C. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.
  
- H. Surety
  - A. Whereas the anticipated contracted price exceeds \$25,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one-hundred-percent (100%) of the contract price.
    - a) Bonding company/Surety shall be:
      - (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
      - (2) Licensed to do business in the State of Georgia.
  
- I. Payment Conditions
  - A. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
  - B. Change orders are issued for any variance from contract or plan sheets.
  - C. Any unauthorized work or material change will not be paid for unless a change order has been issued prior to the completion of work.
  
- J. Excise Taxes
  - A. 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.
  - B. The Contractor shall pay all transportation charges.
  - C. Each bidder shall take this exemption into account in calculating his bid.

K. Insurance

A. Insurance Requirements

B. All deductibles shall be paid for by the Contractor.

C. Required Insurance Coverages. The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. 50-21-37.

D. The minimum required coverages and liability limits are as follows:

E. Workers' Compensation Insurance. The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

F. The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

G. This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

Employers' Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- |       |                                 |                                |
|-------|---------------------------------|--------------------------------|
| (i)   | Bodily Injury by Accident       | \$1,000,000 each accident      |
| (ii)  | Bodily Injury by Disease        | \$1,000,000 each employee; and |
| (iii) | Bodily Injury/Disease Aggregate | \$1,000,000 each accident      |

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language;

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.

Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, lasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

<b>Coverage</b>	<b>Limits</b>
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

Commercial business Automobile Liability Insurance. The Contractor shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Additional Requirements for Commercial Business Automobile Liability Insurance are as follows:

Commercial Umbrella Liability Insurance. The Contractor shall provide a commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

<b>For contract Amounts Less Than \$5,000,000:</b>	<b>For Contract Amounts Equal to or Greater than \$5,000,000:</b>
\$2,000,000 per Occurrence	\$2,000,000 per Occurrence
\$4,000,000 Aggregate	\$10,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance are as follows:

Additional Requirements for Commercial Policies

(a) The policy shall name as additional Insureds the officers, members, and employees of the Owner and the Using Agency.

(b) The policy must be on an "occurrence" basis.

Builders Risk Insurance. Contractor shall provide a Builder's Risk Policy to be made payable to the Owner and contractor, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent. The policy shall be endorsed as follows:

The following may occur without diminishing, changing, altering or otherwise affecting that coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Owner; and
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other Contractors of the Owner or Using Agency.

In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsement in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to *acceptance by* Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional/Architect has executed the Certificate of Material Completion.

Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Additional Insured: Contractor shall add Owner and Architect as an additional insured under the commercial general and automobile policies.

## II. INSTRUCTIONS TO BIDDERS

### A. Definitions

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.

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. Related Documents

A. Required Submission Documents (Attachment "A")

B. Drawings (Attachment "B")

### C. Bidder's Representation

A. Each bidder, by making his bid, represents that he has:

a) Read and understands the bidding documents;

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.

D. Document Discrepancies

- A. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
- B. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred, to [ntharpe@maconbibb.us](mailto:ntharpe@maconbibb.us)
- C. 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.
- D. 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.

E. Submittals

- A. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.

Bid Form (included in this bid document)

Attachment "A" Required Submission Documents

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

Bid Bond in amount of 5% of the total base bid (acquired separately)

F. Reservations

- A. 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.



G. Surety and Insurance Companies

- A. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

- A. 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. Permits and Licenses

- A. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

- A. 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.

D. Work Area

- A. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
- B. 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.
- C. 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.

E. Underground Utilities

- A. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

- A. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
- B. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
- C. All costs associated with traffic control shall be the responsibility of the Contractor.
- D. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Vandalism

- A. 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.

H. Material Disposal

- A. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
- a) Such items shall be disposed of off the premises.
  - b) Burning of material on the site will not be permitted.
  - c) All costs of removing trash shall be the responsibility of the Contractor.
  - d) Place and method of disposal shall be the responsibility of the Contractor.

I. Extension of Time

- A. 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.

J. Liquidated Damages

- A. Liquidated damages in the amount of \$100 damages shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

K. Inspection

- A. 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.
- B. 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.
- C. 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

- A. It is the intent of this specification to provide for the Development of Freedom Park Renovation, for the Macon-Bibb County, Macon, Georgia.

B. Specifications

A. **The project consists of:**

- 1) **Demolition/excavation and disposal of 700 square yards of concrete and asphalt**
- 2) **Install 230 linear feet of 6" header curb**
- 3) **Form and pour 500 square yards of 4" concrete sidewalk (6'wide)**
- 4) **Install 4 handicap ramps ADA compliant, as shown**
- 5) **Place 40 cubic yards of topsoil**
- 6) **Place 6,500 square feet of sod**
- 7) **Construct 3 curb inlets over existing storm pipe (City of Macon Standard)**
- 8) **Clearing and grading complete**

**Note: All granite curbs to be salvaged and delivered to MBC Public Works Department**

C. Schedule

- A. The contractor shall commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 120 calendar days following the Notice to Proceed. This time includes weather delays of 3 work days. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

V. WARRANTY

- 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  
Nan Tharpe  
Macon-Bibb County, Procurement Dept.  
700 Poplar Street, Suite 308  
Macon, Georgia 31201

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

Re: **17-034-NT Bernd Park**  
Macon-Bibb County  
Macon, Georgia

Dear Ms. Tharpe:

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 and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within ninety (90) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. 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.

**Bid Price Form**

**For**

**Bernd Park**

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

**I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.**

**Printed Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_