

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### 1. Receipt and Opening of Proposals.

The Macon/Bibb County Parks and Recreation Department (hereinafter called the “Owner”) invites bids on the Bid Form included herewith for construction of a double basketball court, new pavilion, wood pier, lighting, irrigation, turf, parking, and renovation of the existing large pavilion at Freedom Park at 3301 Roff Avenue, Macon, Georgia, 31204.

### 2. Preparation of Bid:

Each bid must be prepared on the prescribed Construction Bid Schedule with all blank spaces for unit and total bid prices completed. The final total on the Bid Schedule will be transferred the Bid Form and completed with ink or typewritten in both words and figures.

The bid proposal must include:

- A. Bid Form
- B. **Construction Bid Item Schedule** ‘completed’
- C. List of Subcontractors
- D. Construction Time Schedule
- E. Bid Bond
- F. Performance Bond
- G. Payment Bond
- H. Federal Aid Certifications
  - 1. Equal Employment Opportunity
  - 2. Examination of Plans & Specifications
  - 3. Conflict of Interest
  - 4. Drug Free Workplace
  - 5. Non-Collusion Certification
  - 6. E-Verify form and number
  - 7. Acknowledgement of Receipt of Addendums

### 3. Subcontracts:

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to Macon-Bibb County. See conditions of Bid Form.

### 4. Method of Bidding:

The Owner invites the following bid(s): Lump Sum Total Price with unit bid prices and totals on the **Construction Bid Items Schedule**.

**5. Conditions of Work:**

Each Bidder must inform himself fully of the conditions relating to the construction of the project. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material necessary to carry out the provisions of the contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause an interruption of, or interference with the work of any other Contractor. Each Bidder must **visit the park site** and examine the area affected. A complete site definition and scope is included in the Summary of Work section of Volume 2 of the Project Manual.

The entire project occurs within the confines of Freedom Park. The plans have been approved by the Macon/Bibb County Parks and Recreation Department. The Contractor shall be expected to implement construction methods and procedures for constructing the work that does not infringe upon the rights of local citizens to use the available park facilities that remain open during the construction. Access will be limited to the construction area and specified staging areas. Contractor shall not impede the use of the public streets adjacent to the park without consent from the Macon-Bibb Police Department. The Contractor shall be responsible for any damage caused to adjacent park facilities or private property.

**6. Addenda and Interpretations:**

Interpretation of the meaning of the plans or other pre-bid documents can be made to any Bidder by E-mail. All E-mail correspondences must be kept as a hard copy by Project Landscape Architect and Contractor on file.

Every request for such interpretation shall be made to:

Lauren N. Schultz  
Macon-Bibb County Finance Department  
Office: 478-803-0550  
E-mail: lschultz@maconbibb.us

Any and all such interpretations and any supplemental instructions will be issued in the form of written addenda to the specifications which, if issued, will be emailed with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than June 11, 2020 at 5:30 P.M. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the Bid Documents.

**7. Notice of General Conditions:**

Attention is particularly called to those parts of the Contract Documents and Specifications, which may be unique and deal with the following:

1. Staking requirement – Special Conditions, Paragraph 1.6.
2. Inspection of the site – General and Special Conditions.
3. Protection of certain specific trees on site
4. Removal, salvage and relocation of certain existing site items.
5. Renovation of existing large pavilion
6. Lead time for delivery of benches, pavilion and playground equipment.
7. Sub-drain systems around the existing trees.
8. Protection of the adjacent environmental contamination site.
9. Bidding process that includes completion of the **Construction Bid Items Schedule**.

**8. Laws and Regulations:**

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and will be deemed to be included in the contract as though herein written out in full.

**9. Method of Award - Lowest Reliable Bidder:**

If, at the time this contract is to be awarded, and the lowest reliable bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the construction, the Low Bidder shall be designated on the base Total Lump Sum Bid only without alternates.

The awarding of the contract or rejection of all proposals will be made within 30 days after the formal opening of the submitted proposals. Upon award, a detailed Letter of Instructions will be forwarded along with appropriate Bid Documents and Schedules to the designated low Bidder. Bid form and schedules are provided in the Project Manual.

**10. Obligation of Bidder:**

At the time of opening the bids, each Bidder will be presumed to have inspected the site, to have read the specifications, and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document pertaining to the bid, shall in no way relieve any Bidder from any obligation in respect to the bid.

## 11. Construction Bid Items Schedule:

The Contractor shall complete the enclosed Plant List, and Light Fixture Schedule and transfer the respective totals to the designated line item on the included **Construction Bid Items Schedule** and **Bid Form**, and **shall** attach them as part of the total bid submitted.

**Value Engineer:** Unit prices on the schedules may be used as a basis for negotiating additional or reduction of work, and for items added or deducted in part, or entirely, as the Owner may require, at the prices stated on the Construction Bid Items Schedule in order to reach the determined available budget for the project.

**Mobilization** shall be entered as a single line item as shown on the Construction Bid Items Schedule, as designated. Do not disperse the mobilization amount among the various bid items. This will allow the contractor to request some payment in advance of starting the construction process.

Deductive alternates may be shown at the bottom of the Bid Form and may be selected by the Owner if the budget exceeds the funds allotted for the project.

Any Contractor not completing the entire **Bid Form and Construction Bid Item Schedule and associated schedules** shall be declared non-conforming and dropped from the bid process.

Excel versions of the Construction Bid Items Schedule are available through the project landscape architect, Ted Anderson, at Travis Pruitt and Associates, Norcross, Ga.

## 12. Construction Budget

The construction documents of the project are designed to allow the Owner to make adjustments to the Scope of Work in order to keep the cost of the project within a pre-determined budget. Contained within the bid documents is a Construction Bid Items Schedule that identifies every item of the project by number, description, quantity, unit price and total price. The Contractor is required to submit the Construction Bid Items Schedule with completed Unit Prices and Total Prices for each Item of Construction. The accumulated total of the stated items shall represent the **Total Lump Sum Bid**.

The final total on the Construction Bid Items Schedule shall be transferred to the **Bid Form** and represent the contractor's total Lump Sum Bid for construction of the project.

**13. License of Bidder:**

All Bidders must be licensed Contractors in the State of Georgia and must provide evidence of their license with the bid.

**14. Proposal Bid Bond:**

Each proposal must be accompanied by a Bid Bond made payable to Macon-Bibb County in an amount equaling not less than five (5) percent of the amount bid. In the case of alternate items in the proposals, the amount of the Bid Bond must be in an amount equaling not less than five percent (5%) of the total amount of the Lump Sum Bid plus the alternates.

If the Bid Bond is offered as guarantee, the bond must be on the form furnished by the Owner and made by a surety company, qualified and authorized to transact business in the State of Georgia and must be acceptable to the Owner.

If a check is offered as guarantee, the check of the successful Bidder will be cashable at the discretion of the Owner, pending the satisfactory execution and acceptance of the contract and the contract bond.

**15. Performance & Payment Bond:**

If awarded the contract, the Contractor shall promptly furnish the Performance Bond and Payment Bond as approved by the County Attorney for the Macon/Bibb County Parks and Recreation Department, Macon, Georgia. "Failure to execute the Contract and file acceptable Bonds within fifteen (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 Owner, not as a penalty, but in liquidation of damages sustained

**16. Time of Completion:**

Contractor shall complete the work as described in the construction documents within 210 days from the date of the issuance of the Notice to Proceed.

Liquidated Damages I: Contractor must complete project within 210 days in order to avoid liquidated damages. Contractor shall be assessed \$150.00 per day beyond Substantial Completion.

**17. Interim Completion Dates:**

The Owner has not identified any interim completion dates for the project.

**18. Quantities: WARNING:**

Contractor is responsible to examine the plans, specifications, documents and site to take his own measurements to determine if all quantities and items are adequately covered by the **Construction Bid Items Schedule**. Any discrepancies shall be reported to the Project Landscape Architect and the plans shall be adjusted by addendum accordingly during the bid process. Contractor is responsible for verifying all quantities and bid sufficient quantities to complete the project as designed and shown on the drawings and details. Any discrepancies or omissions not corrected during the bid process shall be the responsibility of the Contractor.

Quantities are only given as a convenience to the contractor to check against his own quantities to verify if there are any mistakes or inconsistencies on the documents that need correcting during the bid process.

**19. Additional Items:**

Any construction item that the Contractor identifies as omitted from the Construction Bid Items Schedule shall be added at the bottom of the Construction Bid Items Schedule as additional line items of the contract. If the contractor identifies multiple items to include, additional lines under Additional Items may be added at the bottom of the Construction Bid Items Schedule and added into the total lump sum bid.

**20. Mobilization:**

Contractor shall bid a single line item for project mobilization for the entire project. Contractor shall not spread these costs into the various unit items but record this cost as a single price. This will allow the contractor to request an early payment to initiate the project. Contractor is expected to keep this bid amount within reasonable limits.

**21. Temporary Utilities:**

Power – Contractor to contact local Power Company to secure power as needed.

Water – Contractor to contact Macon/Bibb County for installation of water meter.

**22. Non-Responsive:**

Any bid submitted without a completed unit price **Construction Bid Items Schedule** shall be deemed as *'Non-Responsive'* and dropped from the process.

**23. Low Bidder:**

Upon determination of the 'Apparent Lowest Qualified Bidder', and if the lowest Lump Sum quote is above the intended budget, the Owner shall meet with said

apparent lowest qualified bidder to adjust the project scope as necessary to meet the prescribed budget. This exercise is intended to reduce the total lump sum by deleting items from the Construction Bid Items Schedules until the budget is met without having to re-bid the project.

**24. Minimum Contract:**

Apparent Low Bidder reserves the right to withdraw his bid at no penalty if the adjusted Lump Sum drops below an amount, he feels is required to successfully perform the project.

**25. Value Engineering:**

Contractor is free to submit deductive recommendations to reduce the total bid amount of the contract as separate items from the lump sum bid. These may be used during the value engineering process, with the apparent low bidder to reduce the contract to the final budget.

*Value engineering recommendations shall not be used to determine lowest qualified bidder.*

**26. Final Contract:**

The Contractor and Owner shall sign the agreed contract including the final Construction Bid Items Schedule and lump sum contract amount. Owner's representative shall prepare the contract and send four (4) copies to the Contractor for final signature.

**27. Non-Collusion:**

Each Bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of the free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the submitted bid documents will make the bid non-responsive and not eligible for award consideration.

**28. Equal Opportunity/Affirmative Action Employee:**

The Owner hereby notifies all Bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, that disadvantaged business enterprises will be afforded a full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

The Macon/Bibb County Parks and Recreation Department is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

**29. Ledger:**

During the construction process it may become necessary to add or delete construction items from the contract using the prices as stated on the Construction Bid Items Schedule. These items shall not be calculated with any reduction of mobilization. A running list of these items shall be maintained by the Contractor and Owners Representative as a running Ledger. Upon completion of the project, the Contractor will prepare a final change order to rectify the Ledger with the Lump Sum price. If during the construction process, the Ledger begins to reach a level that imposes a hardship upon the Contractor, an interim change order may be prepared and submitted to relieve the hardship. See Applications for Payment in the Project Manual.

**30. Equipment**

The Bidder must have at their disposal the necessary equipment to construct the project when instructions are issued to begin work, and to complete the work within the time specified.

**31. Bidding Forms and Schedules**

The necessary Bid Forms and Schedules are provided in the Project Manual.

**32. Work Limits:**

Work limits are not shown on the plans but are considered to be entirely within the boundaries of the Park.

Various elements are within close proximity to the adjacent property lines. These locations have been noted on the drawings. Contractor shall be responsible for verifying the property lines in these areas to ensure that construction and access does not encroach on adjacent property or Railroad ROW. Layout will have to be adjusted with Landscape Architect or Owners Representative when necessary to

meet this requirement. Contractor shall not use any other portion of Freedom Park, without the express consent of the city parks department.

**33. Construction Access:**

Contractor is advised that the project occurs within an active park where there are numerous citizens and utilities. Construction access will require careful protection of these areas, coordination with the city DOT, utility locators, and careful construction procedures.

**34. Existing and Unknown Utilities:**

Consultant and City officials will take measures to help locate and identify all utilities, property lines, corner markers, etc. However, due to the nature of the project and its location in a park, it is impossible to know everything that exists below ground. Therefore, the Contractor is responsible to utilize all appropriate utility locators for the various utilities including, but not limited to water, power, cable TV, gas, sanitary and storm drainage. Contractor may have to excavate test trenches in questionable areas before beginning construction. See Special Conditions and Technical Specifications in the Project Manual.

**35. Property Lines:**

The City of Macon/Bibb has full ownership of the property effected by the construction. Contractor must respect the rights of local residents to reasonable use and access to the usable sections of the park and the adjacent roadways. .

**36. Sequence of Construction:**

Contractor shall be responsible for developing a plan for demolition, staking the layouts and managing the site in order to construct the project. Contractor cannot use the adjacent road or park for parking, but must submit a plan that manages the construction process.

**37. Traffic Control:**

Traffic Control may be necessary for this project during certain phases. Contractor shall coordinate the closing and reopening of city roads with the Macon/Bibb Department of Transportation.

**38. Public Access:**

Contractor shall not impede or interfere with expected use of the recreation center or the Girls Softball section of Freedom Park during the construction process.

**39. Tree Protection**

There are large and important trees within the project site and along the edge of the lake. Specific trees are designated on the plans for special protection and treatment.

**END OF SUPPLIMENTARY INSTRUCTIONS TO BIDDERS**