



# Macon-Bibb County, Georgia

## INVITATION FOR BIDS

FOR

## Train Center Site Improvement

90930

90976

BID NUMBER: 23-041-LH

ISSUED: **May 1, 2023**

BIDS DUE NO LATER THAN 12:00 NOON ON **THURSDAY, JUNE 1, 2023**

Macon-Bibb County Procurement Department  
700 Poplar Street, Suite 308  
Government Center Annex  
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 – ATTACHMENT A-UPDATES
- B – SPECIFICATIONS
- C – PLANS & DRAWINGS

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# Train Center Site Improvement

## I. GENERAL

### A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, **June 1, 2023, for Train Center Site Improvement** for the Macon-Bibb County, Macon, Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened **Thursday, June 1, 2023, at 2:00 PM** in the Macon-Bibb Procurement Conference Room located on the 3<sup>rd</sup> Floor, Suite 306, City Hall, 700 Poplar Street Macon, Georgia, 31201.
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 Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or [cstephens2@maconbibb.us](mailto:cstephens2@maconbibb.us).

### B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 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

1. **A pre-bid conference is scheduled for 2:00 p.m., Wednesday, May 10, 2023, Macon Train Center, 715 Oglethorpe Street, Macon, Georgia 31201. This pre-bid is mandatory; contractor must be present in order to submit a response.**

**The Deadline for Questions is Friday, May 12, 2023, at 3:00 PM EDT**

### D. Bid Bond

1. 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

1. Envelopes shall be identified on the outside as  
**“Bid #23-041-LH, Train Center Site improvement”**  
and delivered by hand or mailed to:

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

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on total price per line item.
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. Surety

1. Whereas the anticipated contracted price exceeds \$5,000, 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

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.
2. 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.
3. Change orders are issued for any variance from contract or plan sheets.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

J. 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.

K. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:
  - a) Worker's Compensation: Statutory
  - b) General Liability:
    - (1) \$1,000,000.00 combined single limit for B.I., P.D.
    - (2) Maximum deductible: \$5,000.00
    - (3) To include:
      - (a) Premises – Operations
      - (b) Products & Completed Operations
      - (c) Broad form Contractual
      - (d) Independent Contractor and Subcontractor
      - (e) Underground explosion and collapse
  - c) Automobile Liability:
    - (1) \$1,000,000.00 combined single limit for B.I. and P.D.
    - (2) Maximum deductible: \$5,000.00
    - (3) To include:
      - (a) Owned Automobiles
      - (b) Hired Automobiles
      - (c) Non-Owned Automobiles

## II. INSTRUCTIONS TO BIDDERS

### A. Definitions

1. "Owner" refers to the public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed. The Train Center is solely owned by Macon-Bibb County. Karol Kelly, Macon-Bibb - County Extension Coordinator is the responsible party for Macon-Bibb County for this project.
2. Wherever the term "Engineer" occurs in these specifications, shall refer to W.T.. Designs, Wimberly Treadwell., The Engineer Appointed by Owner as such, and to its properly authorized agents limited by the duties entrusted to them.
3. "Contractor" or "General Contractor" shall mean the individual, firm or corporation undertaking the execution of the Work under the terms of the contract and acting through its agents and employees.
4. Whenever the term "Work" occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, supervision necessary to complete the contract.

### B. Related Documents

1. Specifications (Attachment "B")
2. Design Drawings (Attachment "C")
3. Bid Form
4. Bidder's Qualification Form
5. Financial & Legal Stability Statement
6. Bidder MBE Plan Form
7. List of Sub-contractors
8. Bond Forms
9. E-Verify Affidavit
10. Title VI non-discrimination Notice

### C. 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.

D. 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 Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than **Friday, May 5, 2023, by 3:00 PM** via email to [lhardwick@maconbibb.us](mailto:lhardwick@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 Construction Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
  - a) Bid Form
  - b) Bidder's Qualification Form
  - c) Financial & Legal Stability Statement
  - d) List of Sub-Contractors
  - e) Minority Participation Goal
  - f) Bid Bond in amount of 5% of the total base bid
  - g) E-Verify Affidavit

F. 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.

G. Surety and Insurance Companies

1. 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

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. Permits and Licenses

1. 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

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.

D. 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.

E. Underground Utilities

1. 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

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. 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.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. 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. Erosion Control

1. Erosion control measures will be required for this project and Contractor shall refer to "Manual for Erosion and Sediment Control in Georgia" prior to any grading or construction activities. All activities involving erosion measures and construction must be approved by Macon-Bibb Engineering Department in coordination with Macon-Bibb Parks and Beautification.

H. 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.

I. Material Disposal

1. 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.

J. 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.

K. Liquidated Damages

1. Liquidated damages in the amount of **\$75** 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.

L. Inspection

1. The Engineer may appoint inspectors 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 Engineer.
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 Engineer 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 Engineer 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. The intent of this specification is for the Train Center Site Improvements for Macon-Bibb County and County Extension Office, Macon, Georgia. Parks and Beautification of Macon-Bibb County will provide over sight of the project.

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 commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within ninety (90) calendar days following the Notice to Proceed. This time includes weather delays of 3 workdays. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

- D. WARRANTY The Contractor shall guarantee all labor and workmanship for minimum of one (1) year (s) from date of completion.

## **TRAIN CENTER SITE IMPROVEMENTS**

In compliance with your Advertisement for Bids, the undersigned, hereinafter termed the Bidder, proposes to enter a contract with Macon-Bibb to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, for the following prices:

The Bidder has carefully examined and fully understands the Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with Macon-Bibb in full conformance with the Contract Documents.

The scope of the project includes the grading and construction of improvements on the site of the Train Center and adjoining property owned by Macon-Bibb. The project includes the construction of terraced seating, retaining walls, grading installation of catch basins and piping to resolve existing water problems, the construction of drives and parking that is needed in conjunction with the programming of the facility, irrigation and grassing and a landscape allowance. Contractor will provide soil and erosion control measures required for this construction project. The contractor is responsible for the demolition and removal of existing materials.

This proposal includes a Base Bid and Add Alternates. The Add Alternates will be selected to be included in the Contract based on the Budget. The undersigned Bidder proposes to construct the following items for the following prices, which will include all materials, labor, overhead, profit, and expenses.

### **PROJECT SCOPE CONSTRUCTION OF SITE IMPROVEMENTS FOR THE TRAIN CENTER LOCATED AT 715 OGLETHORPE STREET, MACON, GEORGIA**

#### **GRADING COMPLETE**

Includes the installation of required erosion and sedimentation control measures, the demolition of existing site features as shown on the plans and the regrading of the site. All preparation for construction of walls and seating, catch basins and piping and irrigation and grassing.

#### **CONSTRUCTION OF ALL WALLS, SEATING, STEPS AND DRAINAGE**

This includes the construction of all site improvements to the rear of the building that is shown on Sheet 1 of the plans. All walls shall be installed with drainage of the site as a priority. All finish grading of disturbed areas shall be graded to the new catch basins. Catch basins will be tied together with pipes of adequate size to carry the amount of water generated in a significant storm event. This shall all be tied to the existing Storm Water system of Macon-Bibb – MWA.

#### **IRRIGATION, SOD AND ARTIFICIAL TURF INSTALLATION**

Irrigation Installation - Includes the installation of an irrigation system that will cover all Landscape areas and grass areas.

#### **MULCH INSTALLATION**

All areas that are disturbed by construction and that do not receive grass will be covered with mulch. The Owner's Representative shall work with the contractor to determine the appropriate mulch to stabilize all disturbed areas of the site.

# BID FORM

TOTAL BASE BID      \$ \_\_\_\_\_

**ADD and DEDUCTIVE ALTERNATES:** These Alternates are not listed in order, will be selected as the budget allows.

A.      LANDSCAPE INSTALLATION

Landscape Installation includes the cost for the complete installation of plant material. Due to the time of year this project will install, the landscape planting will be an allowance not included in the contract. The Owner's Representative – UGA Extension office will complete the landscape planting in the Fall of 2023 at a time that is suitable for the installation of landscape planting.    \$ \_\_\_\_\_

B.      CONCRETE DRIVES AND PARKING AREA

This includes the grading, forming, installation and finishing of all new concrete drives and parking areas.    \$ \_\_\_\_\_

Signed, Sealed, and dated this \_\_\_\_\_ Day of 2023

Bidder's Signature:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Re: Train Center Site Improvements  
Macon-Bibb County City Hall  
Procurement Department, Suite 308  
700 Poplar Street  
Bibb County, Georgia 31201

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 \_\_\_\_\_  
  
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 sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) 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 sixty (60) 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, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.