



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Bicentennial Park Construction Project

98863

98854

98865

BID NUMBER: 24-014-LH

ISSUED: MARCH 4, 2024

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, APRIL 11, 2024

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
City Hall
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 – ATTACHMENTS A-UPDATES
- B – SPECIFICATIONS
- C – SITE PLANS
- D- DIAGRAM

Bicentennial Park Construction Project

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, 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, April 11, 2024**, for **Bicentennial Park Construction Project** for the Macon-Bibb County Urban Development Authority, Macon, Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened **Thursday, April 11, 2024, at 2:00 PM** in the Macon-Bibb County Procurement Conference Room located on the 3rd Floor, 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

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
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

1. A pre-bid conference is scheduled for 10:00 o'clock a.m., **Wednesday, March 13, 2024**, in the Procurement Department, 700 Poplar Street, 3rd Floor, Suite 308, Macon, Georgia 31201.. This is a Mandatory this pre-bid is mandatory; contractor must be present in order to submit a response.
The Deadline for Questions is Friday, March 15, 2015, 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 24-014-LH – “Bicentennial Park Construction Project”
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

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 Park is run by Macon-Bibb and the Macon-Bibb Urban Development Authority. The representative for the Owner will be Alex Morrison, Director of Urban Development Authority.
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 seven (7) days prior to receipt of bids, email preferred, to 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.
2. Contractor shall be responsible for securing and properly displaying all governing permits that are required for this project.

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.
2. No survey was conducted for this project. This project site was part of the Mill village and there were single family homes on the property historically. This site plan utilized survey data that was completed prior to the demolition of the last houses on the site. After the final demolition, the site was rough graded and grassed.
3. A utility survey was conducted for the property. The survey will be included with the bid package information. However, prior to commencing work on the site, contractor shall contact the utility locate service provider and confirm all service lines and utility location.
4. Contractor shall be aware that underground improvements may exist that are not shown in the construction plans including, but not limited to foundations, debris, conduits, pipes, and storm drain and sewer connections. The contractor shall immediately contact the Owner if any unknown improvements are located.
5. Contractor shall be responsible for making themselves aware of all underground utilities, pipes, and structures. Contractor shall take responsibility for any cost incurred due to damage to utilities.
6. Contractor shall adjust existing utility improvements, manhole covers, valve boxes, fire hydrants, and utility boxes to final grade.
7. The existing sidewalks and curbs that surround this property are old and in disrepair. The scope of this project does not include removal or repair – except in the case of the four (4) entrance area created and shown on the drawing. Contractor shall make every effort to not further damage the existing conditions. If Contractor cannot avoid damage to an existing area, he must seek advice from Owner prior to proceeding.
8. Contractor shall protect and maintain existing electrical systems. Georgia Power has lines and improvements that surround the project site and bisect the project. Owner shall immediately be notified if there is any conflict, damage or disruption to the electrical systems.
9. Contractor shall adjust existing utility improvements, manhole covers, valve boxes, fire hydrants, and utility boxes to final grade.
10. All site improvements must be field surveyed and staked by contractor. Owner shall approve staked locations of improvements prior to installation.
11. Contractor shall have all formwork approved by Owner prior to pouring the concrete. A schedule shall be established with Owner since contractor may form and pour areas at different times during the project progress.

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. Contractor shall provide erosion control as required during construction. 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 Urban Planning and Development.

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 **\$100.00** 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. It is the intent of this specification to provide construction to the Bicentennial Park, for the Macon-Bibb County Engineering Department and Macon Bibb Urban Planning and Development, 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 commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 30 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.
2. **WARRANTY** The Contractor shall guarantee all labor and workmanship for minimum of one (1) year(s) from date of completion.

Bicentennial Park Construction Project

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, as 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 Contract, 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 this proposal is accepted, he will contract with **Macon-Bibb** in full conformance with the Contract Documents.

The scope of the project includes site grading complete, grading will include but not be limited to the construction of a multi-purpose field, tiered seating area to be covered in grass, a patio and stairs as shown on the plan and the construction of ten (10) foot walkways throughout the park. to construct walkways throughout the property, The landscape construction will include irrigation and grassing. There are a limited number of the trees shown on the drawing for installation as part of this project. A separate plan shows the trees that will be planted as a part of a TAG grant received by Macon-Bibb. Contractor will provide soil and erosion control measures required for this construction project.

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 BICENTENNIAL PARK

Location – Site along Clinton Road that is bounded by Main Street,
Schelle Ave and the Mill Hill Community Arts Center.
MACON, GEORGIA

GRADING COMPLETE

Includes the installation of required erosion and sedimentation control.
The demolition of any remaining site improvements.
The regrading of the site to prepare for improvements which include walkways, a patio, 4 entrances, stairs, a field and terraced seating.
Grading complete shall include all equipment, materials, labor, and Overhead and profit to needed to complete the work.

CONCRETE WALKS AND CONCRETE PAVERS - PATIO AREA

This includes the grading, forming, installation and finishing of all new concrete sidewalks as shown on the plan. Sidewalks shall be finished with brushed concrete and a picture frame finish.
This includes the construction of entrances to the park – Cobblestone edging infill with brick.
This section includes installation of a patio area. The patio shall be constructed with Belgard pavers and bordered with a Cobblestone edging. Cobblestones are salvaged by MaconBibb. Contractor will confirm with Owner that adequate cobblestones are available for this project.

IRRIGATION INSTALLATION

Irrigation Installation - Includes the installation of an irrigation system that will cover the Field area of the project.

LANDSCAPE INSTALLATION

Landscape Installation includes the cost for the complete installation of all grass areas as shown on the site plan. Grass will be seeded across the site. The field area will be sodded with Tiff-Tough Bermuda

TOTAL BASE BID \$ _____

ADD and DEUCTIVE ALTERNATES: These Alternates are not listed in order – will be selected as the budget allows.

A. IRRIGATION INSTALLATION

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

ADD \$ _____

B. PATIO BASE ALTERNATE

Substitute using brick fines as the base material for the patio. The preparation of the base would be the same as for the pavers. The cobblestone border would be the same as for the pavers. The deduct is the cost for brick fines and the installation and cost for pavers and paver installation.

DEDUCT \$ _____

C. ELECTRICAL – The installation of an electrical serve that will provide power for the irrigation controller and power for events in the Park. A further specification for power needed will be provided in the addendum to the bid package.

ADD \$ _____

D. LANDSCAPE – TREE PLANTING

The site plan shows trees that are not included in the TAG grant but desirable to the total project. This addition includes purchasing, installing and all related costs for proper installation of these trees.

ADD \$ _____

Signed, Sealed and dated this _____ Day of 2024

Bidder's Signature:

Company Name:

It is the intent of this Proposal to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled herein above.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment, after being notified to do so, and to complete the Work within the time limits set out in the Macon-Bibb General Conditions.

Conditions included in the Instructions to Bidders.

If this Proposal shall be accepted by Macon-Bibb and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, as stated in the Instructions to Bidders, within ten days from the date of Notice of Award of the Contract, then Macon-Bibb may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to Macon-Bibb as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows.

Bidder: _____ (Seal)

Bidder's Mailing Address

By: _____

Title: _____

BID FOR
BICENTENNIAL PARK CONSTRUCTION PROJECT
BID SCHEDULE

TOTAL BID PRICE _____

**A price must be provided for each line item in order for a bid to be considered.
All work performed under this bid and the resulting contract shall be in strict
compliance with the project specifications.**

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.

Respectfully Submitted,

Authorized Signature: _____ Dated: _____

Typed Name: _____ Title: _____

DATE: _____

Re: Bicentennial Park Construction Project
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.