



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Renovations to Filmore Thomas Park

98863

BID NUMBER: 25-024-LH

ISSUED: 11-21-2024

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, JANUARY 9, 2025

**Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Macon-Bibb County 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 – REQUIRED SUBMISSION DOCUMENTS

B - SPECIFICATIONS

C – PLANS & DRAWINGS

END OF TABLE OF CONTENTS

Renovations to Filmore Thomas Park

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive (**1 original and Flash Drive**) sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center Annex, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, January 9, 2025**, for Renovations to Filmore Thomas Park for Macon, Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on **Thursday, January 9, 2025, at 2:00 pm.**
4. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact 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, Macon 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 mandatory-pre-bid conference is scheduled for **10:00 o'clock a.m., Wednesday, December 18, 2024**, in the Procurement Department Conference Room, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201. **The deadline to submit questions Friday, December 20, 2024, by 3:00 PM. All questions must be submitted by email only to Lhardwick@maconbibb.us**

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in an 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 25-024-LH –Renovations to Filmore Park”
and delivered by hand or mailed to:
Macon-Bibb County Procurement Department
Suite 308, 700 Poplar Street
Macon, Georgia 31201

F. Responsiveness

In order to be considered “*responsive*” the submission must include completed copies of the following documents:

- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit
- Non-Collusion Affidavit

G. Responsibility

In order to be considered “*responsible*” the submitting firm must meet the following minimum qualifications:

- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and legally responsible to perform the services included herein

H. Validity

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

I. **Local Preference**

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within **5% (five percent)** of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

J. Contract Award

1. The contract, if awarded, will be based on Identify the basis of award (Total Bid Price, by location, per line item, etc).
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.

K. Surety

1. Whereas the anticipated contracted price exceeds \$5,000.00 the bidder to whom the award is made shall submit a Payment Bond and a Performance Bond, both in the amount of one hundred percent (100%) of the contract price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in the current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

L. 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 5% retainage will be withheld from each payment until the 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.

M. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in the care of the contractor. If the shipping papers show clearly that any such materials are 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.

N. 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. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.
3. 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.
4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Specifications (Attachment “A”)
2. Bid Form
3. Bidder’s Qualification Form
4. Financial & Legal Stability Statement
5. Bidder MBE Plan Form
6. List of Sub-contractors
7. Bond Forms
8. E-Verify Affidavit
9. 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 became 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) The 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. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RPS. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RPS and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RPS or contract when deemed to be in the Owner's best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RPS. Owner will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RPS.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

F. 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. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

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 material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) The 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 dollar amount for liquidated 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.

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 for the **Renovations to Filmore Park**, for the Macon-Bibb County Engineering Department, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment "B"- Specifications, and Attachment "C" Diagram/Drawings 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 workdays. 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.

X. CONFIDENTIALITY AND OPEN RECORDS

In order to ensure compliance with Georgia's Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall fully assert all exemptions and exceptions available of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

XI. SUBCONTRACTOR REPORTING REQUIREMENTS

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or

supplier having complete the portion of work they were contracted to perform.

BID FORM

Macon-Bibb County Government
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308

Macon, Georgia 31201

DATE: _____

Re: **25-024-LH Renovations to Filmore Park**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Hardwick:

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 _____

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.

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.

3. 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

25-024-LH Renovations to Filmore Park

Total Bid Price	\$ _____
Timeline for Project	_____ Calendar Days

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: _____