

BILL C. PEACOCK  
Director - Purchasing



**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**PURCHASING DEPARTMENT**

8700 Hospital Drive • Douglasville, GA 30134  
Telephone (770) 920-7247 • Fax (770) 920-7219

May 16, 2018

Subject: Douglas County, Georgia, Board of Commissioners  
Invitation to Bid – Fire Station #3 Renovation (REBID)  
Solicitation No. 18-003

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the renovation of the Douglas County Fire Station #3 located at 5203 Kilroy Lane Douglasville, Georgia.

Your sealed bid, one (1) original unbound and four (4) bound copies, in response to this invitation are **due June 15, 2018 no later than 2:00 pm ET. The Bid Opening will be held on June 15, 2018 at 2:00 pm ET** at the Douglas County Courthouse, Purchasing Department Bid Opening Room, Third Floor, 8700 Hospital Drive, Douglasville, Georgia 30134. You are invited to attend, or submit your Bid prior to the deadline as stated in the attachments. Each Bid should be marked on the outside of the envelope with: **“SEALED BID FOR RENOVATIONS OF DOUGLAS COUNTY FIRE STATION #3 Solicitation 18-003”**.

Sealed bids in response to this Invitation will be received by:

Douglas County Purchasing Department  
Mr. Bill Peacock, Purchasing Director  
8700 Hospital Drive, 3<sup>rd</sup> Floor  
Douglasville, Georgia 30134

Thank you in advance for your interest and we look forward to your participation.

Sincerely,  
  
Bill C. Peacock  
Purchasing Director

Attachments  
web site: [CelebrateDouglasCounty.com](http://CelebrateDouglasCounty.com)

e-mail: [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us)

Persons With Hearing Or Speech Disabilities Who Need To Contact Douglas County May Place Their Call Through The Georgia Relay Center At (800) 255-0056 (Text Telephone) Or (800) 255-0135 (Voice Telephone).

**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**Purchasing Department**  
**Invitation to Bid**  
**Solicitation 18-003**

**Renovation of Fire Station #3**  
**5203 Kilroy Lane**  
**Douglas County, Georgia**

The Douglas County Board of Commissioners is seeking sealed bids from qualified General Contractors to provide all labor and materials to complete the **Renovation of the Douglas County Fire Station #3 located at 5203 Kilroy Lane Douglasville, Georgia.** Sealed bids will be received at the office of the Douglas County Purchasing Department **no later than 2:00 PM local time, on June 15, 2018. Bids received after 2:00 PM will not be accepted.** Bids will be publicly opened and read aloud at 2:00 PM in the Purchasing Department conference room on the third floor of the Douglas County Courthouse.

Sealed bids in response to this Invitation will be received by:

Douglas County Board of Commissioners  
Bill Peacock, Purchasing Director  
3<sup>rd</sup> Floor  
8700 Hospital Drive  
Douglasville, GA 30134

**Bid Documents for bidding this project are required to be purchased at Superior Reprographics, Inc.,** 591 Thornton Road, Lithia Springs, Georgia, 30122 (770-944-7293) or email: [print@superiorreprographics.com](mailto:print@superiorreprographics.com) **for \$98.44 per set.** Such payments are non-refundable. Please reference **Douglas County Solicitation: 18-003.** Purchasing arrangements for Bid documents are strictly the responsibility of the bidder.

**There will be a mandatory pre-bid meeting on site at Fire Station #3 for all prospective bidders on May 24, 2018 at 10:00 AM.**

Where the Douglas County Board of Commissioners provides forms for bid or bond submissions, they must be used without exception. Successful contractor will be required to provide a one hundred percent (100%) payment bond and one hundred percent (100%) performance bond as well as an insurance certificate fulfilling requirements as stated in the bid documents. Surety and insurance companies must have an AM best rating or A-6 or greater, e listed in the Federal Registry or Companies holding Certificate of Authority as Acceptable Sureties on Federal bonds and be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia. Questions regarding Bidding Documents, Drawings and Specifications should be from **General Contractors only**, directed **IN WRITING** to Bill Peacock, Purchasing Director at 8700 Hospital Drive, Douglasville, GA 30134 or emailed to [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us) no later than 5:00 PM on June 1, 2018. Phoned questions

shall not be accepted. Responses shall be issued in the form of written addenda only no later than 5:00 pm on June 6, 2018.

The Douglas County Board of Commissioners does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of these entities, related to this bid, and should be directed to Bill Peacock, Purchasing Director of the Douglas County Purchasing Department, 770-920-7247. The written Bid Documents supersede any prior verbal or written communications between the parties.

You are invited to attend or submit your Bid prior to the deadline. Each response should be marked on the envelope with: **“SEALED BID FOR RENOVATIONS OF DOUGLAS COUNTY FIRE STATION #3 Solicitation 18-003”**. Bids may be mailed or personally delivered to the Purchasing Department.

Douglas County reserves the right to waive any informalities, to reject any and all Bids, to evaluate Bids, to accept portions or any Bids and to accept any Bid, which in its opinion may be in the best interest of the County. The County reserves the right to add or to delete from the contract after the contract has been awarded.

No bids may be withdrawn within ninety (90) days after the Bid opening and all Bids shall remain firm during this period.

## INSTRUCTIONS TO BIDDERS

### Renovation of the Douglas County Fire Station #3, Douglasville, GA

#### PART 1 – GENERAL

1. Each bidder must examine the Contract, Contract General and Supplementary Conditions, Specifications, Bidding Form, Invitation to Bid, Instructions to Bidders, Drawings, and Addenda. Failure to do so will be at the bidder's risk.
2. There will be a mandatory pre-bid meeting on site at Fire Station #3 for all prospective bidders on May 24, 2018 at 10:00 AM.
3. Each bidder shall furnish all information required by the Bidding Requirements. Authorized representative must sign the bid as well as print or type his/her name on the Bidding Form. Erasures or other changes must be initialed by the authorized representative signing the bid. Bids can only be signed by a person authorized to commit company resources.
4. Questions regarding Bidding Documents, Drawings and Specifications should be from **General Contractors Only**, directed **IN WRITING** to Bill Peacock, Purchasing Director of the Douglas County Purchasing Department, 770-920-7247 or emailed to [bpeacock@douglas.ga.us](mailto:bpeacock@douglas.ga.us) no later than 5:00 PM on June 1, 2018. Phoned questions will not be accepted. Responses shall be issued in the form of written addenda only no later than 5:00 PM on June 6, 2018.
5. Bids must be submitted in sealed envelopes/package marked on the outside with the Name of the Submitting Company. Faxed or emailed bids cannot be considered.
6. Bidding Requirements will consist of the following:
  - a. Bidding Form
  - b. Bid Bond
  - c. Non-Collusion Affidavit
  - d. Reference and Qualifications

The term Bidding Documents refers to the Bidding Requirements as well as the components of the Project Manual; the Invitation to Bid, Instructions to Bidders, the Contract, Contract General and Supplementary Conditions, Bonds and Specifications, Drawings, as well as any addenda issued prior to bid.

7. Award will be made to the qualified bidder submitting the lowest responsive and responsible bid. The Douglas County Board of Commissioners reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to Douglas County Board of Commissioners, all such information for this purposes as the Board may request. The Douglas County Board of Commissioners reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the board that such bidder is properly qualified to carry out the obligations of the contract
8. Bids may be withdrawn only in the case of mathematical error. The bidder shall give notice in writing of his claim or right to withdraw his bid due to an error

within forty-eight (48) hours after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsible bid shall be deemed to be the low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to which the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project which the withdrawn bid was submitted.

After bid opening, bidder has up to forty-eight (48) hours to notify the Douglas County Board of Commissioners' agent of an obvious error made in calculation of bid.

9. The Douglas County Board of Commissioners reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest.
10. Contractors are responsible for federal excise tax and sales taxes, including taxes for materials incorporated in the Douglas County Board of Commissioners' construction contracts, and bidders should contact the State of Georgia Tax Division for additional information.
11. The successful Bidder shall provide evidence of a Douglas County occupation tax certificate if the Bidder maintains an office within the unincorporated area of Douglas County. Incorporated, out of county or out of State bidders are required to provide evidence of certificate to do business in any town, county or municipality in the State of Georgia, or as otherwise required by county ordinance or resolution.
12. The attention of all bidders is directed to the fact that all applicable federal and 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 they will be deemed to be included in the contract the same as though therein written.
13. Information submitted by a bidder in the bidding process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act of Compulsory Process.
14. Failure to observe any of the Instructions to Bidders or conditions in the Invitations to Bid may constitute grounds for rejection of the bid. Failure to use Bidding Form provided and to acknowledge applicable Addenda may result in a bid being deemed nonresponsive and automatic rejection

## **PART II – BONDS AND INSURANCE**

1. Bonding Company must be listed in the Federal Registry of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and must be listed in the AM Best catalog with a listing of A-6 or higher. Bonding Company must also be licensed to do business by the Georgia Insurance Department.
2. Successful bidder shall obtain, maintain and furnish to the Douglas County Board of Commissioners' certificates of insurance for the entire duration of the contract period as follows:
  - a. Statutory Workers' Compensation Insurance
    - i. Employer Liability
      1. Bodily Injury by Accident - \$100,000 each accident
      2. Bodily Injury by Disease - \$500,000 policy limit
      3. Bodily Injury by Disease - \$100,000 each employee
  - b. Comprehensive General Liability Insurance
    - i. \$1,000,000 limit of liability per occurrence for bodily injury, property damage.
    - ii. Separate Owner's and Contractor's Protective policy with Douglas County Board of Commissioners (and any applicable authority) as Named Insured
    - iii. The following additional coverages must apply:
      1. 1986 (or later) ISO Commercial General Liability Form
      2. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
      3. Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations)
      4. Blanket Contractual Liability (included in 1986 or later forms)
      5. Broad Form Property Damage (included in 1986 or later forms)
      6. Severability of Interest (included in 1986 or later forms)
      7. Underground, explosion, and collapse coverage (included in 1986 or later forms)
      8. Personal Injury (deleting both contractual and employee exclusions)
      9. Incidental Medical Malpractice
      10. Hostile Fire Pollution Wording
  - c. Auto Liability Insurance
    - i. \$500,000 limit of liability per occurrence for bodily injury and property damage
    - ii. Comprehensive form covering all owned, non-owned, leased, hired, borrowed vehicles
    - iii. Additional Insured Endorsement
    - iv. Contractual Liability

- d. Umbrella Liability Insurance – Minimum \$1,000,000 limit of liability
  - i. The following additional coverages must apply:
    - 1. Additional Insured Endorsement
    - 2. Concurrency of Effective Dates with Primary
    - 3. Blanket Contractual Liability
    - 4. Drop Down Feature
    - 5. Care, Custody, and Control – Follow Form Primary
    - 6. Aggregates: Apply Where Applicable in Primary
    - 7. Umbrella Policy must be as broad as the primary policy
- e. Builder’s Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings – limit at least broad as contract amount.
- f. Insurance Company, except Workers Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers’ Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor’s broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A-6 or better.
- g. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- h. Certificates of Insurance and any subsequent renewals, must reference specific bid/contract by project name and project bid number.
- i. The Contractor shall agree to produce complete certified copies of current insurance policy (ies).
- j. All insurance coverages required to be provided by the contractor will be primary over any insurance program carried by The Douglas County Board of Commissioners.
- k. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor’s expense.
- l. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the Douglas County Board of Commissioners as to form and content has been filed with the Douglas County Board of Commissioners. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where references is made to a Certificate of Insurance or an approved substitute.
- m. The Contractor shall agree to waive all rights of subrogation against the Douglas County Board of Commissioners, its officers, officials,

- employees and volunteers from losses arising from work performed by the Contractor.
- n. All Risk Contractor's Equipment and Contents Insurance covering owned, used and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be full replacement cost. The Douglas County Board of Commissioners will be included as a Loss Payee in this coverage for Board owned equipment, tools, supplies and contents.
  - o. The Contractor shall make available to the Douglas County Board of Commissioners, through its records or records of their insurer, information regarding a specific claim. Any loss run information available from the contractor or their insurer will be made available to the Douglas County Board of Commissioners upon their request.
  - p. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all Subcontractors of their liability provisions of the Contract.
  - q. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
  - r. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.
3. A Certified or Cashier's Check payable to the Douglas County Board of Commissioners or a Bid Bond in the amount of five percent (5%) of the total bid must be submitted with the bid. Successful bidder will be required to furnish a Payment and performance Bond each in the amount of One Hundred Percent (100%) of the bid amount.

### **PART III – CONTRACT AWARD AND EXECUTION**

1. Within ten (10) days of the receipt of the Notice of Award from the Douglas County Board of Commissioners' agent, the successful Bidder is required to:
  - a. Return to the Douglas County Board of Commissioners' agent Contract Documents executed by the authorized representative and attested by the corporate secretary of the Bidder;
  - b. Provide Insurance Certificates as specified in the Bidding Documents; and
  - c. Provide a Performance Bond and a Payment Bond as specified in the Bidding Documents.
2. The successful Bidders' failure to execute the contract, provide a Performance Bond and a Payment Bond and furnish satisfactory proof of coverage of the insurance required within the ten-day period or any extension thereof may be just cause for annulment of the award and for forfeiture of the bid guaranty to the Douglas County Board of Commissioners. The award then may be made to the next lowest, responsible bidder, or the work may be re-advertised.
3. The Contract Documents, including the Payment Bond, Performance Bond and Insurance Certificate, shall be executed and furnished to the Douglas County Board of Commissioners in quadruplicate.



**NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of the Bid Documents)

BID DATE:

PROJECT DESCRIPTION:

STATE OF GEORGIA        }

COUNTY OF DOUGLAS     }

\_\_\_\_\_ being first duly sworn, deposes and says that  
he is \_\_\_\_\_ (sole owner, a partner, president secretary,  
etc.) of \_\_\_\_\_ the party

making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Douglas County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof

Affiant: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public  
My Commission Expires \_\_\_\_\_ 20\_\_

## BIDDING FORM

FAILURE TO UTILIZE AND RETURN THIS FORM AS A PART OF BIDDING DOCUMENTS MAY RESULT IN REJECTION OF BID

A. **BASE BID:** Renovation of Douglas County Fire Station #3 (5203 Kilroy Drive) for Douglas County Board of Commissioners.

ITEM

The undersigned agrees to provide all necessary labor, material, and equipment for the Construction of Renovation of Douglas County Fire Station #3 (5203 Kilroy Drive) for Douglas County Board of Commissioners.

Renovation of Douglas County Fire Station #3. Please breakout your bid into the following categories:

Description	Cost per Category
Shell of addition	\$
Interior finishes (cabinets, paint, flooring, etc)	\$
Exterior improvements (siding, roof, gutter, soffit, fascia, etc)	\$
Mechanical, Electrical & Plumbing	\$
Engine Bay Improvements only (garage doors, new windows, paint, etc)	\$
<b>SUBTOTAL</b>	\$
Plus Allowances: Kitchen Appliances - \$21,500.00 Septic System - \$8,000.00 Bedroom Wood Lockers - \$13,500.00 Washer & Dryer - \$23,855.00	\$66,855.00
<b>TOTAL BASE BID</b>	\$

BASE BID ABOVE \_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents (\$\_\_\_\_\_)

**B. ITEM: Alternate Bid for Temporary Housing**

The following price is for providing temporary housing during the construction of Fire Station # 3. This item that may be added to or deleted from the scope of work by Douglas County.

**ITEM**

1. The price will include the setup of temporary housing meeting minimum specified requirements as shown in Section 11000 (Exhibit 1) including all utility connections, maintenance, utility disconnect and removal of temporary housing upon project completion.

Amount \$ \_\_\_\_\_

**B. ITEM:** Renovation of Douglas County Fire Station #3

The following Prices are amounts to be used for work that may be added to or deleted from the Contract by Change Order in the event upgraded work can be performed at this location. Item pricing will be in lieu of what is originally called out on the bid documents where such circumstances apply. Unit pricing are complete for labor, equipment, material, the transporting of needed material and the hauling off and disposal of excess and unsuitable material, installation, taxes, overhead and profit, and all incidental costs. The pricing provided below is to fully implement the work described below:

**C. BID PRICE:**

This Bid is submitted to the Douglas County Board of Commissioners in accordance with the instructions, requirements, and forms included in the Bidding Documents. The Bidder agrees to complete all work for the Bid Price and substantially complete the work within 274 calendar days from the written Notice to Proceed

The Bidder agrees if the Bid is accepted by the Douglas County Board of Commissioners within sixty (60) days of the date of bid opening, the Bidder shall within ten days after receipt of notification of this acceptance execute a contract upon the terms, conditions, and prices set forth herein and in the form and manner required by the Board. The Bidder further accepts the terms and conditions contained in the Bidding Requirements for disposition of bid security.

In submitting this Bid, Bidder makes representations required by the Instructions to Bidders and further warrants and represents:

- a. Bidder has examined the Contract, Contract General and Supplementary Conditions, Specifications, drawings and other elements of the Bidding Documents, including the Invitation to Bid and Instructions to Bidders, and acknowledges receipt of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

- b. Bidder has examined site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and other conditions affecting the performance and cost of the work, and has made independent investigations as the Bidder deems necessary.
- c. The Bidder has given the Douglas County Board of Commissioners notice concerning conflicts errors or discrepancies discovered in the Bidding Documents and written resolutions by the Board's agent are acceptable to the Bidder.
- d. This Bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules produced by any group, association, organization or corporation.

Bidder's Acknowledgment

The undersigned Bidder acknowledges all requirements outlined in this Bidding Form and all documents referred to therein (This signed form must accompany the completed Bidding Form at the time of bid.)

SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ Title \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Secretary of Corporation)

PRINTED NAME: \_\_\_\_\_

SEAL – REQUIRED IF BIDDER IS A CORPORATION

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

END OF SECTION