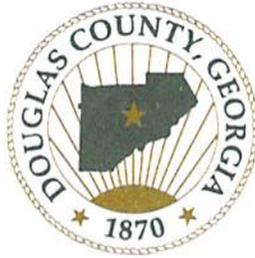


BILL C. PEACOCK
Director - Purchasing



DOUGLAS COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7247 • Fax (770) 920-7219
October 16, 2018

Subject: Douglas County, Georgia, Board of Commissioners
Invitation to Bid – Fairplay Park Lighting System
Solicitation No. 18-018

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the Fairplay Park Lighting System.

Your sealed bid, one (1) original unbound and five (5) bound copies, in response to this invitation are **due November 9, 2018 no later than 2:00 pm ET. The Bid Opening will be held on November 9, 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 FAIRPLAY PARK LIGHTING SYSTEM Solicitation 18-018”**.

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

Douglas County Purchasing Department
Mr. Bill Peacock, Purchasing Director
8700 Hospital Drive, 3rd 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

DOUGLAS COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

FAIRPLAY PARK LIGHTING SYSTEM

Solicitation 18-018

October 16, 2018

Notice is hereby given that the Douglas County Board of Commissioners will accept sealed bids for the construction of new sport field lighting and electrical service connections at Fairplay Park located at 8395 Hwy 166 Douglasville, Georgia 30135. Bids shall be evaluated based on the price and the requirements and criteria set forth herein. The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements and criteria set forth in this Invitation to Bid.

One (1) unbound original and five (5) copies of the Bid and Pricing Information must be received at the Purchasing Department's office located on the third floor of the Douglas County Courthouse - 8700 Hospital Drive, Douglasville, Georgia 30134 not later than 2:00 p.m. November 9, 2018. Absolutely no Bid and Pricing Information will be accepted after 2:00 p.m. Faxed or e-mailed Bid and Pricing Information are not acceptable. Bid and Pricing Information received after the deadline will be returned to the sender unopened. Names of submitting firms will be read aloud at **2:00 PM, November 9, 2018.** 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 FAIRPLAY PARK LIGHTING SYSTEM Solicitation 18-018"**. Bids may be mailed or personally delivered to the Purchasing Department.

A **Pre-bid Conference** will be held in the Purchasing Department conference room located on the third floor of the Douglas County Courthouse - 8700 Hospital Drive, Douglasville, Georgia 30134 **at 10:00 a.m., October 25, 2018.** Attendance is encouraged but is not mandatory. A site visit will be made at project site location following this meeting.

Documents are available for download, upon request by contacting Jennifer Neikirk at Lose Design at 770-338-0017 or by email at jneikirk@lose.design. Following request, interested parties will be placed on the Plan Holder's List and will be emailed a DropBox link to download the bid documents. Documents will also be posted in the Douglas County Purchasing Department for review only.

All **questions** concerning this Invitation to Bid must be submitted in writing, (email is preferred but fax and mail may also be used) to the Purchasing Director no later than **5:00 PM, October 30, 2018.** Phoned questions shall not be accepted. **Responses** shall be issued in the form of written addenda only by **November 2, 2018.** All parties on the Plan Holder's List will be emailed addenda as they are issued. All bidders are responsible to check Lose Design's DropBox site for addenda.

Questions regarding this Invitation to Bid are to be delivered to:

Bill Peacock, Purchasing Director
Douglas County Board of Commissioners
8700 Hospital Drive
Douglasville, GA 30134
bpeacock@co.douglas.ga.us, Phone: 770-920-7247 or Fax: 770-920-7219

Both a Performance and a Payment Bond will be required in an amount equal to 100% of the Contract Price in a form to be provided by the County. Additionally, a 12-month Maintenance Bond will be required from an approved Surety. Proof of General Liability Insurance and Workman's Compensation Insurance will be required with the Douglas County Commission listed as an additional insured. All bids must be accompanied by a

Bid Bond in the amount of 5% of the Bid Amount.

Douglas County, in accordance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations, hereby notifies all bidders that it will affirmatively ensure that in regards to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The General Contractor and all Sub-contractors shall insure that employees and employment applicants are not discriminated against because of race, color, creed, sex, or national origin.

Bidders shall submit a price AND shall have to submit information demonstrating it can meet the following requirements and criteria:

1. That the bidder has completed a minimum of three similar or more-complex projects.
2. That the bidder has been in business as a contractor in the same form for a minimum of five years.
3. That the specific project superintendent who works on the job has at least five years' experience as a project manager or superintendent and has worked on at least three of the projects submitted by the bidder as similar projects.
4. That the bidder is current on all property tax owed to Douglas County. No contract will be awarded to a delinquent bidder.

Bids may not be withdrawn for a period of ninety (90) days after time has been called on the date of bid opening. Douglas County Board of Commissioners reserves the right to reject any and all bids and to waive any technicalities or irregularities and to award the bid based on the highest and best interests of the County. This project will exceed \$100,000 and therefore this project will be subject to the Public Works Construction Law, OCGA Sec. 36-91-1 et seq.

BID FORM

The bid package is for all work necessary to remove existing sports lighting equipment on three baseball fields, install new sports lighting equipment on these three fields, provide new electrical service to the new sports lighting equipment as well as existing sports lighting equipment on a fourth baseball field and other site lighting fixtures shown on the plans, construction of a new electrical service yard, and remedial work to the site to establish uniform grades, permanent vegetation and other miscellaneous repairs resulting from the work associated with this contract. The work is to be performed at Fairplay Ball Park located at 8395 Hwy 166 Douglasville, Georgia 30135. The full scope of work is shown on the bid documents.

LUMP SUM BID

_____ Dollars
(\$ _____)

Company: _____

Contact Name: _____

Company Address: _____

Company Telephone #: _____ Fax #: _____

Email address: _____

Georgia License Number: _____

Name of Person Signing Bid: _____

Signature: _____

Title of Person Signing Bid: _____

Date: _____

SPECIAL TERMS AND CONDITIONS

In the event there are any discrepancies between the following provisions and other provisions in the bid and contract documents, the following provisions shall prevail:

1. FEES

All fees required for execution of the scope of work will be paid by the Contractor and will be included in the Contractor's Base Bid Lump Sum.

2. SUBSTANTIAL COMPLETION

As pertains to this contract, Substantial Completion shall be defined as that date determined by the Owner when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or the expressly stipulated part can be fully utilized for the purposes for which it is intended.

Prior to requesting an inspection for Substantial Completion and the County's issuance of a Certificate of Substantial Completion, the Contractor shall complete the following:

- a. Submit last progress-payment request showing one-hundred percent (100%) completion of the work in an amount less the applicable retainage, complete with associated releases, consents and all other supporting documentation.
- b. Deliver tools, spare parts, extra stock of materials and other similar physical items to the County, as required.
- c. Complete start-up testing of systems and instruction/training of the County's operating and maintenance personnel.
- d. Submit all maintenance and operating manuals for review by the Designer (see Final Completion for additional Information).
- e. Touch-up and otherwise repair and restore marred exposed finishes.

Contractors are to refer to the Sports Lighting section of this document for additional information.

All references to guarantee, warranty or payments that are commencing upon "Final Completion", "Final Application for Payment" other similar wording shall commence upon the date of issuance of the Certificate of Substantial Completion.

3. FINAL COMPLETION

Upon completion of remedial work to address defective or unsatisfactory items identified in the Inspection for Substantial Completion, the Contractor will, at the County's request, contact the project Designer for Final Inspection and subsequently submit a Final Application for Payment for release of the applicable retainage.

Submittal of the Final Application for Payment shall be accompanied with three (3) bound hardcopies of final maintenance and operating manuals, including copies of all applicable warranties dated as indicated above.

Failure by the Contractor to submit the required documentation at the time of submittal of the Final Application for Payment may result in the delay of approval or rejection of such Application.

4. SCHEDULE OF VALUES

Contractor, after award of contract, shall submit a Schedule of Values, identifying costs for meaningful areas of the Work, such that progress payments can be easily evaluated, as determined by the County. The schedule of values shall be broken down in sufficient detail to facilitate thorough review.

The schedule of values shall specifically include any allowances identified in the contract.

5. PAYMENTS TO CONTRACTOR

All equipment, materials, and work covered by progress payments that shall become a permanent part or fixture of the Work shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and work upon which payments have been made, or the restoration of any damaged work, and is not intended to mean or include temporary or rental structures, equipment, materials and work needed to effect the construction of the Project.

The Contract Sum for the work to be performed by the Contractor for the work shall be established in the Construction Agreement. The final Contract Sum, including authorized adjustments thereto by Change Order as provided in the Contract Documents, is the total amount due and payable to the Contractor for the performance of the Work under the Contract Documents for the work. Douglas County shall withhold as a retainage from each monthly partial application for payment from the Contractor an amount equal to ten percent (10%) of the sum requested by the Contractor for that application for payment. No reduction or release of retainage shall be made or come due the Contractor until and unless the Work of the Project has been completed and accepted by Douglas County as set forth by the Contract Documents.

Applications for Payment shall be submitted by the Contractor to Douglas County, through the Designer, no more frequently than monthly. Each Application for Payment shall be supported by such data substantiating the right to payment as the Cherokee

County may require and reflecting retainage, if any, as provided for in the Contract Documents. The Project Consultant will review the Application for Payment submitted by the Contractor to determine the amount to be recommended for payment by the County, and shall certify its recommendation and forward a Certificate for Payment to Douglas County for review and processing.

Upon submittal by the Contractor, Applications for Payment shall also be accompanied by a cover letter from the contractor requesting any applicable time extensions for weather delays; along with supporting documentation from local weather reports substantiating such claims (see Weather Days below for additional information).

Additionally, Applications for Payment shall also be accompanied by an updated project schedule indicating progress to-date, anticipated sequencing of construction, including applicable milestones such as Substantial Completion and Final Acceptance.

Failure by the Contractor to submit the required supporting documentation at the time of each submittal for Application for Payment may result in the delay of approval or rejection of such Application.

6. EROSION, SEDIMENTATION AND POLLUTION CONTROL MAINTENANCE

The Contractor is solely responsible for installing and maintaining erosion, sedimentation and pollution controls for the project. No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly installed and maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency shall be the responsibility of the Contractor.

The contractor shall sign the NPDES Notice of Intent as the operator for the project. The contractor is solely responsible for compliance with all aspects of the NPDES permit including installation, maintenance, all inspections, storm water sampling and documentation required by the permit. Copies of all inspections, reports, submittals, etc. shall be provided to the Owner. Any enforcement actions, including fines, issued by regulating authorities for failure to comply with the terms of the permit or due to any other issues related to erosion control are the responsibility of the contractor.

7. CONTRACT DRAWINGS

Contractor will receive a .pdf copy of the plans and project manual from the County. The contractor shall be responsible for ensuring the drawings are printed to scale. The Contractor is responsible for all costs associated with reproduction of these documents.

8. APPROVED VENDORS

All references to vendors and "approved manufacturers" are included for description of quality and content of the designated equipment/materials as basis of design. Alternate items may be accepted if they meet all standards of quality and purpose for the intended use, as determined by Douglas County unless specifically noted otherwise.

Substitution requests will not be considered during the bidding period. However, it is the intention to allow alternate products to be bid and incorporated into the project provided they meet all standards of quality and purpose of the intended use.

9. TIME OF WORK

It is understood that the Contractor's proposed construction schedule is based on a normal 40 hour, 5-day workweek, less recognized holidays. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the County a minimum of five days prior to the desired work date. The contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection or materials testing overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

The Contractor will be working in an open park environment and reasonable effort must be made on the part of the Contractor to provide access to park facilities by the general public. Furthermore, it is the Contractor's responsibility to secure all construction areas and provide measures necessary to protect park users.

10. ACTIVE PARK

The contractor is responsible for providing security fencing, signage, and any other measures necessary to secure the jobsite and protect the safety of the public utilizing the park. Fencing shall be properly secured using adequate sand bags to anchor the fence and clamps on posts of adjoining panels to secure the fence. The contractor shall keep the work area and adjacent areas clean at all times. Clean up operations shall be conducted on a consistent basis. The contractor shall conduct the construction operations with the appropriate level of care to ensure the safety of the public utilizing the facility. Employees of the contractor and any subcontractors shall be cognizant of the fact that the park is open to the public and conduct themselves in an appropriate manner.

11. SUPERVISION

There shall be at least one designated employee in a position of responsibility representing the Contractor on each site at all times. Responsibilities of the designated employee include, but are not limited to: planning, supervising and inspecting all work by the labor force; discussing the project status with the Owner, discussing the work with the Owner and regulating authorities, and translating from English to the language used by the workforce.

12. WEATHER DAYS

The following bad weather calendar days shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for

additional time due to weather shall only be granted for days beyond those listed below - considering the full term of the contract. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor. Documentation shall be submitted on a monthly basis. Failure to submit documentation on a monthly basis may result in requests for weather day extensions to be rejected.

January	10 days	July	4 days
February	10 days	August	2 days
March	7 days	September	2 days
April	6 days	October	3 days
May	4 days	November	5 days
June	3 days	December	9 days

13. GENERAL CONTRACTOR LICENSE

All Bidders must be licensed by the state of Georgia as a General Contractor.

14. CONTRACTOR EXPERIENCE

Bidder shall have completed construction of a minimum of three (3) projects of similar size and complexity within the past five (5) years, and submit current reference contacts on the enclosed form with the bid. The Contractor will identify on the Reference Form, by name, the Superintendent for each project. The Superintendent assigned to this project must be approved by the County.

The purpose of requiring the submittal of previous experience is to ensure that the contract is awarded to a firm capable of completing the project involving elements unique to park projects. If the bidder feels that his experience on other types of projects demonstrates that his/her experience or a combination of his/her experience with the subcontractors demonstrates similar experience, additional information explaining the qualifications may be submitted.

15. COORDINATION OF SUBCONTRACTORS AND DOCUMENTS

The General Contractor is responsible for becoming familiar with the requirements of all construction documents, which includes drawings, bid and contract documents, specifications and all addenda.

Letter prefixes for each drawing sheet indicating the engineering discipline are for convenience only. Information affecting the scope of work for all trades will be found throughout all documents and is not limited to only those documents with the appropriate letter prefix. The General Contractor is responsible for providing subcontractors all necessary information and drawings.

The drawings and specifications are complementary to each other and what is called for by one shall be as binding as if called for by both. In a discrepancy exists between the drawings and specifications, the higher cost shall be included, and the Owner notified of the discrepancy.

16. PAYMENT FOR GRASSING

Seeded and sodded lawns will be acceptable provided the conditions of the construction documents have been met, including maintenance, and a healthy, uniform, close stand of grass is established, free of: bare spots in excess of 6 inches square and surface irregularities.

Payment for seeding, if applicable, will be paid at 50% of the total contract amount for seeding until germination and grow-in of permanent grassing has achieved 95% on all areas to be seeded. Payment will be increased to 90% after 95% grow-in has been achieved. Final payment, and payment of retainage, will be made only after 100% grow-in has been achieved. Permanent seeding may only take place seasonally as listed in the Manual for Erosion and Sediment control in Georgia tables for permanent seeding region M-L. If the permanent Bermuda grass seeding cannot be installed during the specified dates, the contractor, at no additional expense to the owner, shall install temporary seeding and maintain temporary cover until the next season for permanent seeding. Temporary seeding in high pedestrian traffic areas will not be permitted for facilities that are to open before the next growing season. These areas must be sodded at no additional cost to the owner.

Final payment and release of retainage will not be made until establishment of permanent grass over 100% of the project is acceptable to the County.

17. COORDINATION WITH UTILITIES

Contractor shall coordinate with all applicable utility providers.

Contractor shall coordinate his work with the provider of any and all utilities located on the site that has the potential to have an impact on the work.

Contractor is responsible for locating tie in points, where applicable, to existing utilities and advising the Owner if existing utilities are not located as shown.

18. SCHEDULE OF VALUES

Contractor, after award of contract, shall submit a Schedule of Values, identifying costs for meaningful areas of the Work, such that progress payments can be easily evaluated, as determined by the County. The schedule of values shall be broken down in sufficient detail to facilitate thorough review.

The schedule of values shall specifically include any allowances identified in the contract.

19. CONSTRUCTION LAYOUT

The Contractor is responsible for all construction layout and control for the project. Layouts of construction items must consider all elements of the Work adjacent and/or in close proximity; e.g. catch basins must be located for proper relationships with curb and gutter, etc.

The Contractor shall proceed with construction layout in such a manner that discrepancies between construction items, existing built features and site conditions that are in conflict with the plans may be examined by the Owner's Representative prior to construction of items in conflict. Failure to notify the Owner's Representative of conflicts prior to constructing items will result in all remedial actions being paid for by the Contractor including but not limited to additional materials, reinspection fees, professional service fees and survey cost by all parties to the projects.

20. SPORTS FIELD LIGHTING

Following the installation of the sports field lighting system, the Contractor will perform the necessary "burn-in" time as recommended by the sports lighting manufacturer as well as testing of installed lighting levels at the new equipment installations. Completion of these activities must occur prior to substantial completion and must be considered by the Contractor for project scheduling.

See applicable electrical specifications for additional information.

21. AS-BUILT DRAWINGS AND DOCUMENTATION

The Contractor is responsible for submitting as-built documents required by Douglas County. The Contractor will submit these documents directly to design engineer for review and certification. The as-built documents will require field survey confirmation by the contractor and include, but are not limited to: primary electrical service connections, transformers and pads and electrical service connections to the equipment identified in the scope of work. The Contractor must contact Douglas County to determine their requirements and submit all supporting documentation required.

22. GUARANTEE AND CORRECTION OF WORK

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship.

The Contractor shall promptly remedy any omission or defect in the Work and pay for

any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one (1) year from the date of final acceptance, unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. The Performance and Labor & Material Payment Bonds shall remain in full force and effect through the guarantee period.

It is agreed to by the Contractor and the Architect and Engineer, and the County, that eleven (11) months from the date of substantial completion, or when the warranty period has agreed to have commenced for the Work of the Project, the and the Architect and Engineer, and the County shall walk the project to make a determination of items requiring correction under the warranty requirements of the Project.

23. SPECIAL WARRANTIES

Refer to electrical specifications for special warranty requirements related to Sports Field Lighting.

24. OMISSIONS

Omissions and Errors from the drawings, and /or specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and/or specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

25. ADDENDA

The Purchasing Department will take reasonable steps to ensure that known perspective bidders have all applicable addenda. **However, it is the ultimate responsibility of the bidder/proposer to ensure that they have all applicable addenda prior to bid/proposal submission.** All bidders/proposers are encouraged to contact the Purchasing Department prior to finalizing their submission.

26. SALVAGED MATERIALS

Prior to demolition by the contractor, the Owner reserves the right to salvage any items scheduled to be demolished. This includes, but is not limited (most commonly salvaged): light poles, fixtures and other electrical equipment. The contractor shall remove and dispose of any remaining materials scheduled for demolition.