

SECTION 00-1113

INVITATION TO BID

Owner: City of Guntersville
Owner's representative: Matt Bryant,
Phone (256) 571-7590

Architect: Emmett D. Smith & Associates, Architect, P.C
Architect's representative: Emmett Smith,
Phone: (205) 531-3749
Email: emmettsmitharchitect@yahoo.com

The City of Guntersville (Owner) invites qualified bidders to submit proposals for the renovation of the Kiwanis Pier, L.B. Wallace Pavilion, Rotary Cabin, Senior Center and a new Entrance Structure at the Kiwanis Pier and new Pickleball Courts near the L.B. Wallace pavilion. The Owner has decided to combine the six projects and have work for all structures performed under a single contract.

All material, equipment, vehicles, services, and labor, whether specifically set forth in bid documents or not, which are necessary for the completion of all work, protection of adjacent property and buildings, removal of debris and remediation of the building and site, shall be included in the bid, including providing temporary electrical service for construction activities and potable water service and portable toilet facilities for the contractor's employees.

Bidder(s) must be Alabama licensed general contractors per Alabama Licensing Law: Chapter 8 of title 34, Code of Alabama, and must hold a current license. If subcontractor(s) are used, they must also comply with requirements of all Alabama Licensing Laws.

The bidders should carefully examine the bid documents, visit the site of the work, and fully inform themselves as to all the conditions and matters, which can in any way, affect the work or the cost thereof. The submission of a bid shall be prima facie evidence that the bidder has made such examination and visit. Should the bidder find discrepancies, in or omissions from the drawings or specifications he/she should at once notify the Architect and obtain clarification prior to submitting a bid. Failure to do so will not relieve the contractor of his/her responsibility to complete the work as intended without additional compensation.

The Contractor shall be responsible for checking and verifying the legal immigration status of any employees through "E-Verify" Government process. This contract and the successful contractor are subject to the provisions of Section 31-13-9, Code of Alabama 1975, including the provisions related to sub-contractors and the Beason-Hammon Alabama tax- payer and citizen protection act, June 2011.

Attention is called to the provision for equal employment opportunity, and payment of not less than the minimum salaries and wages set forth by the department of labor for this project and geographical area. The Contractor should make every attempt to hire local labor from within the City of Guntersville whenever possible. Bidders shall note the requirements

as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

This project is also subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58, Initial Preference in Federal Financial Assistance Programs for Infrastructure, April, 2022.

Electronic copies of the Bid Documents will be made available online, via Dropbox, beginning **March 4, 2024** (after 12:00 noon). Directions for accessing bid documents, and contractors getting on the bidder's list, shall be provided by contacting the architect by email: emmettsmitharchitect@yahoo.com. All drawings and specifications, and any subsequent pre-bid meeting minutes, addendums, etc., shall be maintained in the Dropbox account. Contractors on the bidder's list will be notified when changes or additions are made via email. The bidders, and the successful contractor, shall be responsible for making their own hard copies of documents utilizing the electronic files in the Dropbox.

A pre-bid meeting will be held at the Guntersville Parks & Recreation Main Office, 1500 Sunset Drive on Thursday, **March 7, 2024**, at **1:00 P.M. (Attendance of the pre-bid meeting is strongly recommended, but not required to bid the work.)**

Sealed bids will be received within the Guntersville Municipal Building on or before **3:00 P.M.** on **April 4, 2024**. (The room or location within the building where bids shall be received and opened shall be designated by the Owner.) Valid bids delivered personally or by mail will be accepted, but no bids received after the designated time and date will be considered. Sealed envelopes containing the bids shall bear the following endorsement: "Kiwanis Pier, L.B. Wallace Pavilion, Rotary Cabin and Senior Center and Entrance Structure for Kiwanis Pier and Pickleball Courts". The envelope must also contain the name of the bidding organization and his/her current license number. Bids must be on the Proposal Form included with the bid documents and must contain the following to be considered:

1. Signature(s) of company representative(s) qualified to bind contract.
2. The contractor's Alabama General Contractor license number.
3. A bid bond executed by a qualified surety company or a cashier's check, made payable to the City of Guntersville, in the amount of five percent (5%) of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. Performance and Payment Bonds and evidence of insurance required in the bid documents will be required at the signing of the Contract.

Unsolicited alternates will not be considered in the bid evaluation for low bidder on this project, but they may be included as separate attachments to the Proposal Form.

Bids shall be opened and read aloud publicly by the Owner. The Owner reserves the right to hold the bids for ten (15) days after the bid opening date to evaluate the bids and determine the lowest qualified bidder before making a verbal award. No bids shall be withdrawn for a period of fifteen (15) days subsequent to the opening of the bids without the

consent of the City of Guntersville. All bidders must be licensed under the provisions of the State of Alabama.

Bidders shall be advised that any misrepresentation or false information provided in their Proposal Form, or failure to provide or complete all information requested in Proposal Form, or failure to provide all requested bids in Proposal Form, or negative information received by the City of Guntersville relative to past work performance of bidder, shall be grounds for rejection of the bidder's Proposal

The Owner also reserves the right to reject any or all bids, or portion thereof, and to waive any defect or technicality if, in the Owner's judgment, the best interest of the Owner will thereby be served. The Owner assumes no responsibility to compensate or indemnify the bidders for any expense incurred in the preparation of their bid. Bids must be valid for thirty (30) days after the bid opening. Within three (3) days after a contract is executed, the successful contractor shall be required to provide a Performance and Payment Bond, executed by a qualified surety company, in the amount of 100 % of the contract.

The construction start date shall be no later than **April 22, 2024**. The Owner desires that the following three rooms in the Senior Center: Activities Room, Kitchen, and Nutrition Room, be complete, operational, and made available to the Owner no later than **October 31, 2024**. The owner also desires that the remainder of the work for the Senior Center be fully complete and made available to the Owner no later than **December 16, 2024**. For the remainder of the projects, the Owner desires that the respective projects be completed as follows: Rotary Cabin: **December 16, 2024**; L.B. Wallace Pavilion: **March 10, 2025**; Kiwanis Pier: **May 30, 2025**; Pier Entrance Structure: **July 31, 2025**, and Pickleball Courts: **November 24, 2025**. The successful contractor will be allowed to work 7 days a week, nights, and weekends, if required, to complete the work on the above schedule. Completion dates shown on the bidder's Proposal form shall be a consideration in determining the evaluated low bidder. This project includes Liquidated Damages in the amount of \$300.00 per calendar day for failure to complete the work by the dates agreed upon in the signed contract. Failure to adequately staff the work, failure to pursue the work in a timely manner or failure to meet milestones of the contractor's construction schedule can be grounds for terminating this contract.

The successful contractor is expected to order materials between the award and construction start date to have materials available before construction begins. The contractor will be allowed to store materials onsite prior to construction. If required, the successful contractor shall have the option of building, at the contractor's expense, a temporary exterior secured storage area onsite. The exterior storage area, if needed, shall be removed by the contractor when construction is complete.

All work shall be performed in strict conformance with applicable State, local, and Federal laws, and regulations, including the Occupational Safety and Health Regulations (OSHA).

END OF SECTION