

## ADVERTISEMENT FOR BIDS

The Town of Mooresville will receive sealed bids for the following project:

**PROJECT:** Briarcliff Road Area Sidewalk Improvements

**TIP PROJECT NUMBER:** C-5531

**BID DATE AND TIME:** June 8, 2017 at 10:00 a.m.

**BID OPENING LOCATION:** Town of Mooresville, Public Operations Building  
2523 Charlotte Highway, Mooresville, NC

**PROJECT DESCRIPTION:** The work will consist of constructing complete in place approximately 9,500 linear feet of 5' concrete sidewalk, 7,500 linear feet of curb and gutter, street widening, milling of pavement, 23,700 square yards of asphalt overlay, grading and associated storm drainage on White Oaks Road, Bellingham Drive, Briarcliff Road, Whispering Oaks Court and Kistler Farm Road in the Town of Mooresville.

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Contract documents, including Drawings and Technical specifications, are available for viewing in the Town of Mooresville Public Operations Building at 2523 Charlotte Highway, the AGC Builders Exchange, and the Dodge Plan Room. Full copies of the documents may be obtained from **Duncan Parnell** ([www.dpibidroom.com](http://www.dpibidroom.com)) for a **purchase price of \$125.00 dollars**. All payments are to be made to Duncan Parnell. **NOTE THAT PROSPECTIVE BIDDERS MUST PURCHASE CONTRACT DOCUMENTS THROUGH DUNCAN PARNELL DIRECTLY, NOT THROUGH DODGE OR AGC, IN ORDER TO BE CONSIDERED AN OFFICIAL PLANHOLDER.**

**NCDOT Funding** - This project is being partially funded through the North Carolina Department of Transportation. Note that this is *not* considered part of the American Recovery and Reinvestment Act.

**Pre-Bid Meeting** – There will be a **MANDATORY** pre-bid meeting as described in the Instruction to Bidders.

**Bid Security** - If the bid does not equal or exceed \$300,000, a bid security is not required. A bid security in the amount of five percent (5%) of the contract sum must be submitted with each bid. The bid security will be in the form of cash, a cashier's check or a certified check from a bank or trust company insured by the Federal Deposit Insurance Corporation made payable to the order of the Town of Mooresville. In lieu of making a cash deposit, the bidder may submit a bid bond executed by a corporate surety licensed in North Carolina to execute such bonds.

**Contractor's License** – All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in chapter 87 of the General Statutes of North Carolina. For contracts \$30,000 or more, except for certain specialty work as determined by the licensing board, bidders are required to become licensed by the NC

Licensing Board. Non-Licensed bidders are permitted 60 days after bid opening to obtain proper licensing for the type of project being let. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in chapter 87 of the General Statutes of North Carolina.

**Contractors are also required to be pre-qualified to provide services to the NCDOT. In order to be a prime contractor the firm must self-perform at least 40% of the total contract per NCDOT specification 108-6.**

The Town of Mooresville requires that all Contractors performing landscaping work be registered with N.C. Landscape Contractors Registration Board in accordance with chapter 89-D of the N C General Statutes.

**ADA Compliance** – A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call the Public Services Department at (704) 663-7282 for more information.

**Drug Free Workplace** - The Town has adopted a policy requiring Town construction and service Contractors to provide a drug-free workplace in the performance of any Town contract.

**Non-Discrimination Policy** - Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

Bids may be held by the Town of Mooresville for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of bidders. The Town also reserves the right to reject any and all proposals and to waive informalities or technicalities as it may deem to be in its best interest.

**The proposal book provided by the Town of Mooresville will be used and will not be taken apart or altered.** All bids will be placed in a sealed envelope having the Bidder's name, address, North Carolina General Contractor's License Number, and the statement "**BID FOR Briarcliff Road Area Sidewalk Improvements,**" **TIP PROJECT NUMBER C-5531. DO NOT OPEN UNTIL June 8, 2017**".

**FOR INFORMATION REGARDING THIS PROJECT DURING THE BID PHASE CONTACT:**

Jonathan Young, P.E.  
Town of Mooresville  
2523 Charlotte Highway  
Mooresville NC 28115  
Phone: 704-799-4065  
Email: [jyoung@ci.mooresville.nc.us](mailto:jyoung@ci.mooresville.nc.us)

# INSTRUCTION TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract Documents have the meanings assigned to them in the General Conditions. All terms used in these Instructions to Bidders are applicable to both the singular and plural forms.
2. **CONTRACT FORMS:** Included in the Contract Documents are a complete set of Contract forms which are for the convenience of the bidders and are not to be detached from the contract documents.
3. **INSPECTION OF SITE:** Before preparing bids, all qualified bidders should visit all aspects of the project site and familiarize themselves on the proposed construction installation. The bidder should also satisfy themselves by testing the existing characteristics and quality of surfaces and subsurface materials to be encountered.

Any failure by the Bidder to acquaint him or herself with the conditions affecting the work or the Invitation To Bid shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work nor entitle him or her to payments other than as set out in the contract price. The Town assumes no responsibility for any conclusions or interpretations made by Bidders on the basis of information made available by the Town.

#### 4. **MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW:**

**All prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:**

**Date: May 25, 2017**

**Time: 10:00 AM**

**Place:** Town of Mooresville Public Services Building

**Location:** 2523 Charlotte Highway; Mooresville, NC 28115

**County:** Iredell

**Contact for Directions:** Jonathan Young (704-799-4065)

**NOTE: The Mandatory Pre-Bid Conference will begin promptly at 10:00 AM. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.**

**Bidders are expected to make their own investigation of the site prior to the conference.**

**All questions concerning the project will be addressed at the Pre-Bid Meeting or in the Pre-Bid Meeting Minutes.**

The conference will be conducted by Town of Mooresville staff for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

The Project Manager will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the facility. The Contractor is encouraged to make his/her own observations of the site(s) and may choose to have an electrician, plumber or other tradesman to assist him in determining the condition of the items identified in this contract as the Contractor's responsibility. For items that can be shown to the Department to be deficient, the Department may elect to: 1) repair or replace such item to bring it up to standard before the Contractor assumes responsibility, 2) not repair or replace such item, but remove this item from the Contractor's responsibility.

**Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. A copy of which to be provided to each qualified bidder. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.**

**All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:**

Only bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:

1. The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative/supervisory** authority over the work to be performed under this contract.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the conference is over.

5. QUALIFICATIONS OF BIDDERS: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request written evidence, such as financial data, previous experience, present commitments and other such data. The Owner reserves the right to reject any Bid if the evidence submitted fails to satisfy the Owner that the Bidder is properly qualified to

carry out the obligations of the Agreement and to complete the Work. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

6. BIDS: All bids shall be submitted at the time/place indicated in the Advertisement and shall be filled out on the forms supplied by the Owner which are subject to the requirements of the Contract Documents. Each Bidder will clearly state on the correct forms his/her name, address, North Carolina contracting license number, project name and project number. All bids shall be addressed to the Town of Mooresville, 2523 Charlotte Highway, Mooresville, NC 28117.

Bidders must initial each alteration made on the bid form before submission guaranteeing authenticity.

Bidders shall be solely responsible for ensuring that their bids are properly received before the date and time established for the bid opening. Any bid received after the time and date specified, regardless of the mode of delivery, shall not be considered

7. OPENING OF BIDS: Bids will be opened and read aloud publicly at the place established in the Advertisement. The date, time, and place of the bid opening may be changed by the Engineer by addendum and issued to all prospective bidders prior to the scheduled bid opening. Bidders and/or their authorized agents, and any other interested parties are invited to attend the opening.

8. INTERPRETATION OF ADDENDA: No oral interpretation will be given to any bidder as to the meaning of the Contract Documents or any part thereof. All questions about the meaning or intent of these documents are to be directed to the Engineer. Interpretations and clarifications in response to such questions will be issued by Addenda and mailed or delivered to all parties in possession of Contract Documents, but it shall be the responsibility of each Bidder to make inquiry as to the meaning of such Addenda. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

9. WITHDRAWAL OF BIDS: Any Bid may be withdrawn in accordance to NCDOT Standard Specification section 103-3.

10. AWARDING OF CONTRACT: In addition to NCDOT Standard Specification section 102-14, the Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Other discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, safety history, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

11. **BID SECURITY**: If the bid does not equal or exceed \$300,000, a bid security is not required. Each bid must be accompanied by a deposit equal to five percent (5%) of the total amount of the bid or bids, and may consist of cash, a cashier's check or a certified check drawn on a Bank or Trust Company authorized to do business in North Carolina. Whichever form the Bidder wishes to use, it must be submitted in order to show a guarantee that the contract will be performed if awarded and that the performance bond and payment bond, each equal to one-hundred percent (100%) of the bid, will be executed.

The Bid deposit of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required performance and payment bonds and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required performance and payment bonds within ten (10) business days after the Notice of Award, Owner may annul the Notice of Award and the Bid deposit of that Bidder will be forfeited. The Bid deposit of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until earlier of the 10<sup>th</sup> day after the Effective Date of the Agreement, whereupon Bid deposit furnished by such Bidders will be returned. Bid deposit with Bids which are not competitive will be returned within 10 days after the Bid opening.

12. **EXECUTION OF AGREEMENT**: Bidder shall execute and deliver to the Owner the Agreement set forth in the Contract Documents with all other written attachments within ten (10) business days after being given the Notice of Award. If Bidder unsuccessfully executes these requirements then Owner may at his/her option considers the Bidder in default, in which case the Bid bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) business days of receipt of acceptable performance bond, payment bond and Agreement signed by the Successful Bidder shall sign the Agreement and return to such party an executed duplicate of the Agreement. If the Owner does not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

13. INTERPRETATION OF PLANS AND SPECIFICATIONS: Anything mentioned in the Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned on both. In cases of difference between both, the Specifications shall govern. All such discrepancies shall be immediately submitted to the Engineer, without whose decision, said discrepancy(s) shall not be adjusted by the Contractor, save only at his own risk and expense.

14. SUBCONTRACTORS AND SUPPLIERS: If the Bidding Documents require the identity of certain Subcontractors, Suppliers, and other individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the Bid opening submit to Owner the List of Subcontractors, completed with names of all such Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing his/her Bid security. Any Subcontractor, Suppliers, individuals and organizations listed and to whom Owner or Engineer does not make written objection prior to the effective date of the Agreement will be deemed acceptable to Owner and Engineer.

All Subcontractors shall be a licensed contractor in the State of North Carolina.

**Subcontractors are also required to be pre-qualified to provide services to the NCDOT.**

15. NON-COLLUSIVE BIDDING: In accordance with Section 112(c) of Title 23 USC, and G.S. 75-5(b) (7) of the State of North Carolina, Bidders, by submission and execution of this bid, certifies that they have not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with their bids on this project.

16. DISADVANTAGED-OWNED OUTREACH PLAN AND GUIDELINES: All bidders shall comply with all applicable sections of the NCDOT's Disadvantaged-Owned Outreach Plan and Guidelines, a copy of which can be found in these specifications, and shall complete all required forms.

17. COMPLIANCE WITH E-VERIFY REQUIREMENTS: Contractor certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, which generally provides that each contractor and subcontractor shall

verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Further, contractor agrees to execute an affidavit, approved by the town, evidencing its compliance with this requirement

Contractor agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

18. COMPLIANCE WITH IRAN DIVESTMENT ACT: Contractor certifies that it is in compliance with all applicable provisions of the North Carolina General Statutes 147-59, which generally provides that each contractor must not utilize any subcontractor found on the State Treasure's Final Divestment List.