



TOWN OF SYLVA, NORTH CAROLINA

REBID ANNOUNCEMENT

FOR CONSTRUCTION OF BRIDGE PARK GREEN INFRASTRUCTURE IMPROVEMENTS

Pursuant to [North Carolina General Statute \(NCGS\) §143-129](#), the Town of Sylva (Town) invites you to submit a sealed bid for construction of Bridge Park Green Infrastructure Improvements.

To be eligible for consideration, sealed bids be hand delivered to the Sylva Municipal Hall by 1:00 p.m. on November 3, 2023. Electronic submittals will not be accepted. A formal bid opening will occur at that time.

REBID SCHEDULE & PROJECT TIMELINE:

Deadline for bid submission: **1:00 pm, November 3, 2023**

Formal bid opening: **November 3, 2023**

Anticipated contract award: **November 13, 2023**

Begin date for mobilization and prep work: **December 1, 2023**

The Project completion date: **April 1, 2023**. Failure to complete by April 26th shall result in liquidated damages of \$1,000 per day.

The Town has obtained all necessary permits and landowner authorizations and will furnish these to the successful Bidder.

The Town will consider eligible bids based on the lowest responsive, responsible bidder following review of eligible submittals. Award of the contract will be made to the responsible Bidder, who, in the opinion of the Owner, is qualified to perform the required work at the lowest cost.

DEFINED TERMS:

Certain terms used in this document have meanings denoted below, which are applicable in both singular and plural forms.

Addenda – written response to Bidders' questions or requests for interpretation that will be published on the Town's website (<https://townofsylva.org/>) by the established deadline;

Alternate (Elements and Bid Forms) – the Owner has identified certain Project Elements that may be phased or installed separately following consideration of all Bid submittals. These Elements are denoted in the Alternate Bid Forms;

Base Bid – sum of all items listed on the Base Bid Form;

Bid Documents – comprising 1) Invitation for Bids (this document); 2) construction plan sets for Bridge Park Green Infrastructure Improvements; 3) Permits; 4) Bid Forms for Bridge Park Green Infrastructure Improvements; 5) Addenda, if needed;

Bid Form – itemized list of Project elements to be unit by the Bidder;

Bidder – one who submits a bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder;

Contractor – the successful Bidder to whom a construction contract is awarded;

Designer – refers to Equinox Environmental, which is the prime design firm for the Project.

Owner – the Town of Sylva, North Carolina, also identified herein as Town;

Permits – includes 1)Town of Sylva Zoning Permit; 2)Town of Sylva Erosion Control Permit

Project – entails two major components:

Project Manager – **Jake Scott** jscott@townofsylva.org

DESCRIPTION OF WORK:

This is a green infrastructure improvement project for the existing parking area located at Bridge Park in the heart of Sylva. Scott Creek is an impaired waterway, and slowing, treating and cooling stormwater prior to entering the creek is desired. This project includes the development of a planted bioretention cell to filter stormwater, a new paved parking area with designated wheel stops, two ADA parking spaces, and concrete pedestrian walkways. Benches, picnic tables, and a small deck overlooking Scott Creek provide amenities for park users.

Please note that the Project components will be built in coordination with each other, and the Owner's intent is to hire one Contractor with responsibility for construction of both major components.

The project is located at 76 Railroad Ave, Sylva, NC 28779.

BID DOCUMENTS:

All Bid Documents are posted on the Owner's website at <https://townofsylva.org/>. This is the official source of the solicitation, and any updates to the solicitation shall come in the form of published addenda at the same web page. Neither the Owner nor the Design Team will be responsible for full or partial plan sets, including addenda, obtained from any other source.

1. INVITATION FOR BIDS
2. ADDENDA TO INVITATION FOR BIDS
3. CONSTRUCTION PLANS
4. BID FORMS

5. PERMITS

ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the plans, specifications or other portions of the Contract Documents will be made orally.

Every request for such interpretation must be addressed via email to the Project Manager. To receive a response, such requests must be received by the deadline listed in the BID SCHEDULE AND PROJECT TIMELINE. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, will be published on the Town's website no later than the deadline listed in the BID SCHEDULE AND PROJECT TIMELINE. Failure of any Bidder to receive any such Addenda shall not relieve Bidder from any obligation under their bid as submitted. All Addenda so issued shall become part of the Contract Documents.

RECEIPT AND OPENING OF BIDS:

Bidders mailing bid packages should allow ample delivery time to ensure timely receipt of their proposal. The responsibility for getting the bid to the Owner at or before the specified time and date is solely the responsibility of the Bidder. The Owner will in no way be responsible for delays caused by any occurrence. On the outside of the envelope the Bidder should clearly state 1) the name of the Bidder, and 2) 'Bridge Park Green Infrastructure Improvements Construction Bid'.

Bids must be delivered by mail or in person to:

Town of Sylva
83 Allen Street
Sylva, NC 28779

All formal bids will be opened publicly as required under North Carolina General Statutes §143-129(b) on the date listed under BID SCHEDULE & PROJECT TIMELINE section of this document. For bids that are mailed in they should be double enveloped. The outer being the one the postal service uses to get it delivered to the Town of Sylva and the inner one stating that it is a bid to be opened only at bid time.

COMPARISON OF BIDS

Submittals must include all of the following in order to be determined responsive to the Owner's invitation:

- The lowest bid will be the lowest total contract bid price.
- Bids will be compared based on the totals of the approximated quantities comprising all items, at the unit and lump sum prices bid for these items. These constitute the resulting total contract bid price. If there is an inconsistency or a math error, the unit price and the true sum for the total shall be the controlling numbers.
- The quantities shown in the BID FORM(S) are approximate and are given as a basis for comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. Any quantity increase or decrease will be evidenced by a formal change order; however, any increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

The Owner reserves the right to reject any bid in which the prices appear, in the Owner's judgment, to constitute an unbalanced bid. An unbalanced bid shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that item when considered in connection with the bid submitted, or any other item or items.

Further, the Owner reserves the right select a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner in accordance with NCGS §143-129.

STANDARD OF AWARD:

The contract will be awarded to the Bidder, who offers the lowest overall cost and as determined by the Owner to be qualified to perform the work. Qualification is measured by resource sufficiency, industry reputation as responsible and reliable, and demonstrated capability to complete the project on time and within budget.

Bids are solicited in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received.

The Owner intends to award the contract to a qualified Bidder who is competent to perform and complete the work described herein in a satisfactory manner. Accordingly, the successful Bidder may be required to submit to the Owner within five (5) business days following the Project Manager's notification that the Contractor is the apparent winning Bidder:

- Evidence of the Bidder's certification and license to perform the work and services (i.e., contractor's and subcontractor's license(s) in the State of North Carolina to perform work of a nature as required by the Contract Documents ("General", "Utility", or other specific type);
- Evidence of safety record of the Bidder to include 1) OSHA 200 Logs for the Bidder's firm for the 5 years prior to the bid opening date, and 2) the most recent Worker's Compensation experience modification rate (or if the Bidder is self-insured, a complete listing shall be submitted of lost time on-the-job accidents for the past 5 years);
- The Owner may make such other investigation as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder (1) fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein in a reasonable manner and time; or (2) fails to satisfy the Owner that such Bidder has maintained a satisfactory safety record over the past 5 years;

MINIMUM NUMBER OF BIDS FOR PUBLIC CONTRACTS:

No contract to which NCGS §143-129 applies for construction or repairs shall be awarded by the Owner, unless at least three competitive bids have been received from reputable and qualified contractors regularly engaged in their respective lines of endeavor.

Provided that, if after advertisement for bids as required by NCGS §143-129, less than three competitive bids have been received from reputable and qualified Contractors regularly engaged in their respective lines of endeavor, the Owner shall again advertise for bids; and if as a result of such second advertisement,

less than three competitive bids from reputable and qualified contractors are received, the Owner may then let the contract to the lowest responsible bidder submitting a bid for the Project, even though fewer than three bids is received.

DAMAGES FOR FAILURE TO EXECUTE CONTRACT:

If an accepted Bidder shall fail or refuse to sign and deliver this contract and insurance documentation within ten (10) business days after he has received notice of award of his bid, the Owner reserves whatever rights and remedies it may have against such defaulting Bidder. See Bid Security under INSTRUCTIONS TO BIDDERS.

Execution of the contract shall include submission of the following:

- Complete original Certificate of Insurance with proof of coverage as required and of the form required by under INSTRUCTIONS TO BIDDERS section of this invitation;
- Owner's receipt of Performance and Payment Bonds, as defined below.

COMMENCEMENT OF WORK:

Upon execution and delivery of the contract, payment and performance bonds, and insurance certificates, the Project Manager will notify the Contractor to proceed with the work of the Contract. Work shall be commenced within ten (10) business days following such notification or as otherwise specified in the notice to proceed.

The Contractor shall notify the Project Manager in writing of his intention to enter upon the site of the work at least five (5) business days in advance of such entrance.

INSTRUCTIONS TO BIDDERS

RESPONSIBILITIES OF BIDDERS:

- Each Bidder shall, by careful examination, satisfy himself as to the nature and location of the work; the conformation of the ground; the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work or the cost thereof under the contract. It is the contractor's responsibility to understand the site and the plans. See BID DOCUMENTS for details.
- The Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the Owner in conjunction with the Project construction. The Contractor shall consider in his bid all the permanent and temporary utility facilities in their present or relocation positions, whether or not specifically shown on the CONSTRUCTION PLANS. It will be the Contractor's responsibility to anticipate any additional costs resulting from such utility work and to reflect these costs in the bid submittal.
- Failure or omission of any Bidder to thoroughly examine and familiarize himself with any of the Owner's conditions set forth in this invitation or examine any form, instrument or document or visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to his bid once submitted.

- Attention of Bidders is particularly called to ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

PREPARATION OF BIDS:

- Base (and if provided Alternate) BID FORMS furnished by the Town of Sylva shall be used. If the bid tabulation is altered in any way the Contractor must clearly identify the changes.
- The Bidder shall submit a unit or lump sum price for every item in the BID FORMS.
- The Bidder shall provide a detailed timeline and workplan for successful completion of the project, including:
- The Bidder shall state on the BID FORMS the date of pricing expiration. Owner requires that bids be valid for a minimum period of 60 days following the final date for bid submission per the **BID SCHEDULE & PROJECT TIMELINE**.
- The Bidder shall provide three (3) professional references, including contact person and phone number.
- The Bidder and/or the Bidder's sub-contractors shall demonstrate relevant experience by listing five (5) most recent projects with the identification of the following trades provided:
 - Earthwork, utilities, demolition
 - Asphalt paving, stone base
 - Turnkey earthwork/asphalt
 - Landscaping
 - Stone Masonry
 - Stormwater (bioretention, constructed wetlands and infiltration trench)
 - Erosion control and drainage
 - Pedestrian pathways
 - Concrete sidewalks
 - Concrete site work
 - Site furnishings

These projects should also be accompanied by contact information (name, address, phone number, email address) of each project owner's primary point of contact.

- The bid shall be properly executed. In order to constitute proper execution; the bid shall be executed in strict compliance with the following. All attachments, certifications, or acknowledgments attached to the bid shall be executed in the same manner as the bid.
 - If a bid is by a **sole proprietor**, it shall show the name and address of the individual and shall be signed by the individual.
 - If the bid is by a **corporation**, the president or vice-president of the corporation shall execute it in the name of the corporation. The secretary or assistant secretary shall attest the signature(s). The seal of the corporation shall be affixed. The bid shall show the address of the principal office of the corporation.
 - If the bid is made by a **partnership**, one of the general partners shall execute it in the name of the partnership and show the principal address of the partnership.

- If the bid is a **joint venture**, it shall be executed by each of the joint ventures in the appropriate manner set out above. The principal address for the joint venture shall be shown.

BID SECURITY:

All Bidders are required to submit cash, a cashier's check, or certified check in an amount equal to five percent (5%) of the bid proposal. In lieu of money, the Bidder may submit a bid bond executed by a corporate surety licensed in North Carolina to execute such bonds. This deposit shall be retained if the lowest responsible Bidder fails to execute the contract within ten (10) business days of the award or fails to give satisfactory Performance and Payment bonds as required in NCGS §143-129.

PERFORMANCE AND PAYMENT BONDS:

The Contractor shall furnish Performance and Payment bonds, each equal to 100% of the contract amount. The duration of the bonds shall remain in effect at least until one year after the date when final payment becomes due to Contractor. The bonds shall meet the requirements of NCGS §143-129 and NCGS §44A-26. When the successful Bidder delivers an executed contract to the Owner, it must be accompanied by the required Payment and Performance Bonds with the following requirements:

1. The form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
2. Bonds shall be executed by a responsible surety licensed to do business in the State of North Carolina;
3. The Performance and Payment Bonds shall each be in an amount equal to the Contract Sum and all Subsequent increases;
4. The Contractor 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 their power of attorney indicating the monetary limit of such power;
5. Every Bond must display the surety's bond number. The surety shall be required to consent to and waiver notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner to the Contractor or to the other, shall not release the surety of its obligations hereunder, and notice to the surety of such matters is whereby waived.

INSURANCE REQUIREMENTS:

The Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following applicable coverages and limits. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the contract.

- Commercial General Liability – Combined single limit of no less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.
- Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability,

which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a Town of Sylva site.

- **Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse the Town of Woodfin as an ‘Additional Insured’ on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.
- **Worker’s Compensation & Employers Liability** – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 for each accident, each employee, and policy limit. This policy must include a Waiver of Subrogation.
- **Additional Insured** – The Contractor agrees to endorse the Town as an Additional Insured on the Commercial General Liability. The Additional Insured shall read Town of Sylva as its interest may appear.
- **Certificate of Insurance** – Contractor agrees to provide Town of Sylva a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Sylva
83 Allen Street
Sylva, NC 28779

All primary insurance carriers must be authorized to do business in North Carolina.

-END OF INSTRUCTION TO BIDDERS-