

INFORMATION TO BIDDERS

FORMAL BIDS will be received by the City of Dunn (herein called the "OWNER"), at the Administration Office located at 401 East Broad Street, Dunn, NC 28335 until 4:00 p.m., Tuesday, November 19, 2019 and then said bids will be publicly opened and read aloud. A Pre-Bid Conference (attendance not required) will be held at the Dunn Community Center, 205 Jackson Road, Dunn, NC 28334 on October 29, 2019 at 2:00 P.M.. All intended bidders are required to register as a bidder no later than November 5, 2019, by emailing admin@crawforddsn.com. All bidders must meet public bid requirements identified in the contract documents.

Project will be bid multi-prime with the divisions being Site (Civil/Landscape) and Building. The project consists of demolition and construction of a new control/score tower to include restrooms and concession, new multipurpose field, large ballfield relocation, field lighting, and landscaping at the Clarence Lee Tart Memorial Park per the contract documents. Other work components include installing asphalt surfacing, concrete walkways, storm drainage and associated grading activities. Owner provided items include sidewalk along roadway, walking trail, disk golf, exercise equipment, and batting cage. Erosion control measures are required in compliance with NCDEQ regulations.

Each BID must be submitted in a sealed envelope, addressed to City of Dunn, 401 East Broad Street, Dunn, NC 28334. Each sealed envelope containing a BID must be plainly marked on the outside as "BID for Clarence Lee Tart Memorial Park" and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in a second envelope addressed to the OWNER at 401 East Broad Street, Dunn, NC 28335. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID Bond payable to the OWNER for five (5%) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID bond of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID bond.

A performance bond and a payment bond, each in the amount of one hundred (100%) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the performance bond and payment bond within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the bidder. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and bond forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider 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) days of receipt of acceptable performance bond, payment bond and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER 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.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability 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 request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure of omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the BID.

The low BIDDER must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the OWNER.

Inspection trips for prospective BIDDERS will be the responsibility of the Bidder.

The DESIGNER is CRAWFORD DESIGN COMPANY. Their address is 116 N. Cool Spring Street, Fayetteville, North Carolina 28301. Electronic copies of Plans and Specifications shall be obtained from Crawford Design Company at 910-221-0033 admin@crawforddsn.com or reviewed online at www.gordonjohnsonarchitecture.com.