

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

- 1.1 Terms used in these Instructions To Bidders are defined in the General Provisions and the Supplementary Conditions of the Construction Contract and shall have the intent and meaning assigned them therein. Terms defined in the General Provisions being redefined by modification in the Supplementary Conditions shall have the intent and meaning assigned them in the Supplementary Conditions.
- 1.2 The term "Successful Bidder" means the lowest, qualified, responsible, responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 1.3 The term "Bidding Documents" means the Bidding Requirements, Contract Forms, Bid Forms, and Conditions of the Contract, Specifications, Drawings, and Addenda issued by Owner for the purpose of obtaining a bid on the Work.
- 1.4 Whenever the masculine term is used, the feminine term is implied also.

### **2. BIDDING DOCUMENTS**

- 2.1 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- 2.2 The Owner and Engineer in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

- 3.1 To demonstrate qualifications to perform the Work, the Low (Successful) Bidder must submit, within (7) days of Bid Opening, as part of his/her Bid on the prescribed form, evidence which may be required by the Owner, such as, but not limited to, financial data and previous experience. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located. Conditional or qualified Bids will not be accepted. In addition, pertinent provisions of Paragraph 16 of this section determine additional requirements for qualifications of Bidders.
- 3.2 By submission of a Bid the Bidder agrees, that if awarded a contract, to perform on the Site and with his/her own organization, work equivalent to at least Forty Percent (40%) of the total amount of the Work to be performed under the Contract. If during the progress of the Work hereunder, Contractor requests an adjustment of such percentage and the Engineer determines that it would be to the Owner's advantage, the percentage of the Work required to be performed by Contractor's organization may be adjusted, provided prior written approval of such adjustment is obtained from the Engineer.
  - 3.2.1 Each Bidder must furnish with the Bid a list of items that he/she will perform with his/her own forces and the estimated total cost of these items.
- 3.3 All Bidders must be properly licensed contractors at the time of submitting bids in the State of North Carolina and must indicate their current license number on the outside of the sealed envelope containing their Bid. Additional requirements for bid submission are specified in Item 12 "SUBMISSION OF BIDS" of these Instructions to Bidders.

#### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself of federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Drawings and Specifications; (e) notify Engineer of all conflicts, errors or discrepancies.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been used by the Engineer in preparation of the Contract Documents. The Bidder may assume the general accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site have been used by the Engineer in preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Geotechnical investigation reports are included in the appendices. The Bidder is entitled to rely on this information to the extent as provided in Paragraphs 4.2.1 and 4.2.2. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Before submitting his/her Bid each Bidder may, at their own expense and assuming all risks, make such additional investigations and tests as Bidder may deem necessary to determine the Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents, provided proper advance requests are made to the Owner and to the extent airport operations allow. Bidder shall fill all holes, cleanup and restore the site to its former condition upon completion of such explorations.

4.4 The land upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Contractor in performing the Work are identified in The Contract Documents.

4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### 5. ADDENDA AND INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies may be issued by addenda, when considered necessary by the Engineer. Addenda will be mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve the Bidder from any obligation under this Bid as submitted.

Written questions from prospective bidders will be accepted until **5:00 p.m., EST., Wednesday February 28, 2018.** After that, no questions will be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or Engineer.

## 6. **BID SECURITY**

- 6.1 Each Bid must be accompanied by Bid Security made payable to the Owner, in an amount of five (5) percent of Bidder's total amount bid in the form of a Bid Bond prepared on the Form of Bid Bond included in the Bid or as approved by the Engineer, duly executed by Bidder as principal and issued by a surety meeting the requirements of the General Provisions and Supplementary Conditions thereto.
- 6.2 Attorneys-in-fact who sign the bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.
- 6.3 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security and Insurance Certificates, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and Insurance Certificates within two (2) days of Notice of Award, the Owner may annul the Notice of Award and the Bid Security of Bidder will be forfeited to Owner as liquidated damages for such withdrawal, failure or refusal. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective day of the Agreement" by Owner to Contractor and the required Contract Security and Insurance Certificates are furnished, or ninety one (91) days after the Bid Opening. Bid Security of other Bidders may be released within seven (7) days of the Bid Opening.

## 7. **CONTRACT TIME**

- 7.1 Time for completion of the Project is as stated as follows:

**Phase 1**—Runway 5 Displacement—40 Consecutive Calendar Days

**Phase 2**—Runway 23 Displacement—30 Consecutive Calendar Days

**Phase 3**—Runway 5-23 Permanent Marking and Grooving—60 Consecutive Calendar Days

**Phase 4**—General Aviation Apron Rehabilitation—45 Consecutive Calendar Days

**Phase 5**—Direct Access Taxiway A3 Removal—15 Consecutive Calendar Days

It is the intent of the NC Global Transpark Authority to award all phases of work. However, if the available funding is not sufficient to award all schedules, then it is the intent to award the Base Bid (Phases 1-3), Add Alternate 1 (Phase 4), and Add Alternate 2 (Phase 5) in consecutive order until the available funding is exhausted.

## 8. **LIQUIDATED DAMAGES**

- 8.1 Provisions for Liquidated Damages are \$2,000 per day for each Phase.

## 9. **SUBSTITUTE OR "OR-EQUAL" MATERIAL AND EQUIPMENT**

- 9.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used if acceptable to the Engineer.

**10. SUBCONTRACTORS, ETC.**

- 10.1 All Bidders shall submit as part of their Bid on the prescribed schedules a list of all subcontractors and other persons and organizations (including those who are to furnish principle items of material and equipment) proposed for those portions of the Work as to which such identification is required. If requested by the Owner, the low Bidder shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, other person or organization. If the Owner, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, the Owner may before giving the Notice Of Award require the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but declining to make any such substitution will not constitute grounds for sacrificing the Bid Security. Any subcontractor, other person, or organization so listed and to whom the Owner does not make written objection prior to giving the Notice of Award will be deemed acceptable to the Owner.
- 10.2 No Contractor shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

**11. BID FORM AND SCHEDULES**

- 11.1 One bound copy of the Bid Form and Schedules is included herein. One additional unbound copy is provided for use in preparing and submitting Bids. **DO NOT USE THE BID FORM BOUND IN THE PROJECT MANUAL FOR SUBMISSION OF BIDS.**
- 11.2 Bid Forms and Schedules must be completed in ink or by typewriter. Each Bid must be submitted on the prescribed form. All blank spaces and Bid Prices must be filled in.
- 11.3 The firm, corporation, or individual name of the Bidder must be signed in ink in the space provided for the signatures on the Bid Form. Bids by corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 Bids by individuals must be signed by the individual owner and the terms "doing business as" or "sole owner" must appear under the signature.
- 11.6 Bidder must state in the Bid the name and address of each person or corporation interested therein.
- 11.7 The numbers of all addenda and the date each was received shall be filled in on the Bid Form.
- 11.8 The address to which communications regarding the Bid are to be directed must be shown on the Bid Form.
- 11.9 Affidavits: Each Bidder is required to duly execute Bidder's and Non-Collusion Affidavits at the end of the Bid.

11.10 All names must be typed or printed below the signature.

## 12. SUBMISSION OF BIDS

12.1 Bids shall be submitted at the time and place indicated in the Notice to Bidders. Each Bid shall be marked and addressed as required in the Notice to Bidders and shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation, "**BID PROPOSAL – AIRFIELD PAVEMENT REHABILITATION**", printed on the face thereof. One copy of the Bid Form, Schedules and other required documents is required for submission of Bid. **DO NOT SUBMIT THE PROJECT MANUAL OR DRAWINGS WITH BID.**

12.1.1 Mailing address: Mr. Rick Barkes, Airport Director  
NC Global Transpark Authority  
3800 Hwy 58 North  
Kinston, North Carolina 28504

12.2 All Bidders must be licensed contractors in accordance with the provisions of the State of North Carolina General Statutes, Chapter 87 as amended. Bidder's name, license number, expiration date, and that part of the classification which applied to Bidder must be placed on the sealed envelope containing the executed Proposal Form; otherwise the bid will not be opened.

## 13. MODIFICATIONS AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If within twenty-four (24) hours after the time Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of the Bid, that Bidder may withdraw the Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

## 14. OPENING OF BIDS

14.1 Bids will be opened and read aloud publicly. A summary bid tabulation showing only the total amount of the Base Bid and any Options for all bidders may be released by the Owner if requested. An abstract of the amounts of the base bids and any Options will be made available after award is made by the Owner.

## 15. BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

15.1 All Bids shall remain open for ninety (90) days after the day of the opening, but the Owner may, in their sole discretion, release any Bid and return the Bid Security prior to that Date.

## 16. AWARD OF CONTRACT

16.1 The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the 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 Bidder is unqualified

or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.1.1 Responsiveness shall be defined as:

- a. The completeness and regularity of Bid Form;
- b. A Bid Form without exclusions or special conditions;
- c. A Bid Form having no alternative bias for any items unless requested in the Specifications;
- d. A Bid Form without obviously unbalanced unit prices; and,
- e. Submission of a properly executed Bid Bond.

16.2 In evaluation of Bids, the Owner shall consider qualifications of Bidders and whether or not the Bids comply with the prescribed requirements in the Bid Forms.

16.3 The Owner may consider the qualifications and experience of subcontractors, other persons or organizations (including those who are to furnish the principle items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Maintenance considerations, performance data and guarantees of materials may also be considered by the Owner.

16.4 The Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and other persons and organizations to do the work in accordance with the contract documents to the Owner's satisfaction within the prescribed time.

16.4.1 Responsibility shall be based on whether the Bidder:

- a. Maintains a permanent place of business;
- b. Has adequate plant equipment to do the Work properly and within the time limit that is established;
- c. Has adequate financial status to meet the obligations contingent to doing the Work.

16.5 The Owner reserves the right to reject the bid of any Bidder who does not pass any evaluation to the Owner's satisfaction.

16.6 If contracts are to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Project. It is the Owner's intentions to award the project, depending upon the availability of funds. The Owner may reject all bids or reduce the Scope of Work as necessary to diminish the total cost of the Project to a sum compatible with available funds.

16.7 If a contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of Bid Opening.

## 17. **BONDS, CONTRACT SECURITY AND INSURANCE**

17.1 Supplementary Contract Conditions set forth the Owner's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it

shall be accompanied by the required Contract Security and Insurance Certificates and Policies.

17.2 All Bonds (Bid, Payment and Performance) must be signed or countersigned by the Surety Company's proper resident agent, authorized to do business in the State of North Carolina, on whom service can be made in the event of litigation.

17.3 Surety Company's resident agent must be located in the State of North Carolina.

## 18. SIGNING OF AGREEMENT

18.1 When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by required number of unsigned counterparts of the Agreement and all other required Contract Documents. Within two (2) days following the effective date of "Award" the Contractor shall sign and deliver all executed counterparts of the Agreement to the Owner with all other Contract Documents including insurance certificates and executed bonds attached thereto. The Engineer will identify those portions of the Contract Documents not fully signed by the Owner and Contractor and such identification shall be binding on all parties.

## 19. SPECIAL REQUIREMENTS

19.1 Laws and Regulations: The Bidder's attention is directed to the fact that applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

19.2 Estimated Quantities: Where quantities of work are given in the Bid these are approximate and are assumed solely for comparison of the Bids and the award of the Contract. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the Contract, it being presumed that Bidder has verified the quantities necessary to complete the Work of the Contract as intended, and Bidder shall not plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. The Bidder further agrees that any departure therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; nor will any additional payment, be made regardless of the actual quantities required or ordered to complete the Work.

Payment to the Contractor will be made only for the actual quantities of work multiplied by the unit bid prices for work performed or materials furnished in accordance with the plans and specifications and acceptance of work by the Engineer.

## 20. PRE-BID CONFERENCE

20.1 A Pre-Bid Conference for this project will be held on **Tuesday February 13, 2018 at 10:00 am (local time)** at the **Global TransPark Authority ARFF Facility, 2250 John Mewborn Road, Kinston, NC 28504**. Representatives of the Owner and Engineer will be present to discuss the project. Prospective bidders are urged to attend and participate in the conference. The Engineer will transmit to all plan holders and prospective Bidders of record a summary of the conference and such Addenda as Engineer considers necessary in response to questions arising at the conference.

## 21. SALES TAX

21.1 Unit prices bid shall include all sales taxes, and other applicable taxes and fees.

**22. PREVAILING WAGE RATES**

22.1 The construction wage rates shall meet or exceed the standard as set by the State of North Carolina.

**23. FUNDING AGENCY REQUIREMENTS**

23.1 Bidders are advised that the Work under this Contract may be financed in part by the State of North Carolina and/or the Federal Aviation Administration.

23.2 To receive funds under the applicable State and/or Federal Programs, the Owner must comply with the requirements of the administering agencies, which are imposed as conditions under which the grants of funds are made.

23.3 It is a condition of the grant of State and/or Federal funds that certain provisions be included and be made a part of the Contract Documents for the Work in which these funds are to be used

23.4 The Contractor is notified hereby that he must meet all of the terms and conditions related to this Project imposed by the administering agencies named herein, including, but not limited, to the following:

23.4.1 **WAGES AND SALARIES:** Attention of the Bidder is called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the General Provisions, Required Bid and Contract Provisions with respect to certain categories and classifications of employees.

23.4.2 The rates of pay set forth are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

23.4.3 **EMPLOYMENT PRACTICES:** (1) The Contractor shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) insert or cause to be inserted the same provision in each construction subcontract.

23.4.4 **AFFIRMATIVE ACTION REQUIREMENTS:** The Bidder's attention is called to the Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity.

23.4.5 All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer's instructions.

23.4.6 Bidders must comply with the requirement that siltation and erosion are to be held to the absolute minimum during construction.

23.4.7 **Equal Employment Opportunity Requirements:**

- a. Bidders must comply with the President's Executive Order No. 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
- b. Each Bidder shall complete, sign and include in the bid proposal the Equal Opportunity Report Statement. When a determination has been made to award a contract to a specific contractor, such Contractor shall, prior to award, after award or both, furnish such other pertinent information regarding his/her own employment policies and practices as well as those of his/her



- proposed subcontractors as Owner, or the Secretary of Labor may require. All such information required of a subcontractor shall be furnished by Contractor.
- c. Notice of Affirmative Action: Specific goals for minority and female participation expressed in percentage terms are specified in the General Provisions.
  - d. Disadvantaged Business Enterprise Program: Owner has established goals for DBE participation on this Project. Bidder's attention is directed to the Bid Forms for the specific goals.

**END OF INSTRUCTIONS TO BIDDERS**