



JACKSON COUNTY, NORTH CAROLINA

INVITATION FOR BIDS
FOR CONSTRUCTION OF QUALLA / WHITTIER PARK

Pursuant to North Carolina General Statute (NCGS) §143-129, the Jackson County invites you to submit a sealed bid for construction of Qualla / Whittier Park.

To be eligible for consideration, sealed bids must be received by mail, or be hand delivered, to the office of the Jackson County Recreation Department, 88 Cullowhee Mountain Road, Cullowhee, NC 28723, no later than 2:00 p.m. on Friday, October 25, 2024. Electronic submittals will not be accepted.

BID SCHEDULE & PROJECT TIMELINE:

First Invitation for Bids issue date	Tuesday, September 10, 2024
Second Invitation for Bids issue date	Wednesday, November 27, 2024
Deadline for bid submission	2:00 PM on Friday, October 25, 2024
Formal bid opening	2:01 PM on Friday, October 25, 2024
Anticipated contract award	Tuesday, November 5, 2024
Target date to begin mobilization, site prep	December 1, 2024
County's target date for Project completion	December 2025, or other date upon mutual agreement between the Owner and the Contractor

By the award date, the County expects to have obtained all necessary permits and will furnish these to the successful Bidder.

The County will consider eligible bids based on the [STANDARD OF AWARD](#) criteria 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.*** The County reserves the option of awarding contracts on any, all, or none of the portions of the Project for which a Contractor is selected under this invitation.

DEFINED TERMS:

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

Addenda – additional Project information that includes written responses to Bidders' questions or requests for interpretation that will be published on the County's website www.jacksonnc.org by the established deadline;

Bid Documents – comprising 1) Invitation for Bids (this document); 2) Addenda to Invitation for Bids, as needed; 3) construction plan sets for Qualla / Whittier Park; 4) specifications package for Qualla / Whittier Park 5) Permits; 6) Bid Form for Qualla / Whittier Park; 7) construction contract and general conditions documents outlining Owner’s terms and conditions;

Bid Form – itemized list of Project elements to be unit or bulk priced by the Bidder so that extended pricing equals number of units multiplied by unit or bulk price;

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, properly licensed, to whom a construction contract is awarded;

Design Team – refers collectively to Equinox which is the prime design firm for the Project.

Owner – Jackson County, North Carolina, also identified herein as County;

Park Options – at the time of this invitation, the Owner expects Contractor to substantially complete Qualla / Whittier Park by target date stated in the [Bid Schedule & Project Timeline](#).

Permits and Site Conditions – includes Erosion and Sediment Control (NCDEQ). Driveway Permit (NCDOT) has been applied for. The contractor shall be responsible for all required building permits.

Project – entails a new park that is approximately 10.50 acres in size located at TR 1 Sunset Farms Road, Whittier NC 28789

Project Manager – Michael Hopkins michaelhopkins@jacksonnc.org

DESCRIPTION OF WORK:

Each bidder must show evidence they are licensed under Chapter 87 of the N.C. General Statutes. A General Contractors License is required.

The Project is located at TR 1 Sunset Farm Road, Whittier NC 28789 (State road 1405) located near US Hwy. 441.

Project components generally include: construction of an entrance driveway, entrance sign, entrance gate, ADA Path, parking area, picnic areas, playground, pavilion, restrooms, water fountain (drinking), swings, benches, planting areas, natural play features (climbing logs, stepping stumps, slide), stormwater controls, boulder and modular retaining walls and guardrails.

BID DOCUMENTS:

All Bid Documents are posted under www.jacksonnc.org on the Owner’s website.

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 FIRST INVITATION FOR BIDS
3. CONSTRUCTION PLANS
4. DETAILED TECHNICAL SPECIFICATIONS
5. PERMITS & SITE CONDITIONS
 - a. Erosion and Sediment Control (NCDEQ)
 - b. Driveway permit (NCDOT) -- applied
6. BID FORM
7. CONTRACT AND RELATED DOCUMENTS
 - a. Owner's front-end/back-end documents
 - b. Federal compliance addendum
 - c. Construction contract and general conditions

ADDENDA AND INTERPRETATIONS:

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

Every request for such interpretation received following the First Invitation for Bids, along with the Owner's responses, are reported in the Bid Documents. Failure of any Bidder to review Addenda shall not relieve Bidder from any obligation under their bid as submitted.

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. Bids submitted by mail must be double enveloped so that the outer envelope is solely for USPS purposes. The Bidder must clearly state on the inner sealed envelope for mailed bids, or on the sealed envelope for hand-delivered bids, 1) the name of the Bidder, 2) 'Qualla / Whittier Park Construction Bid', and instructions to only open the bid during the formal bid opening.

Bids must be delivered by mail or in person to:
Jackson County Recreation Department
88 Cullowhee Mountain Road
Cullowhee, NC 28723

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. The Project Manager will oversee the Bid opening at the Jackson County Recreation Department, 88 Cullowhee Mountain Road, Cullowhee, NC 28779

COMPARISON OF BIDS

The lowest bid will be the lowest total contract bid price reflected on Bid Form for Qualla / Whittier Park and Contractor's contingency.

- If any discrepancies exist between unit and extended prices, the unit price will take precedence and the Owner will adjust the extended price accordingly.
- If any section of a submitted Bid Form contains a math error so that the sum does not equal extended prices for that section, the Owner will 1) adjust the true sum to reflect extended prices in the section, and 2) will also adjust the total bid to reflect all extended prices.

- Bids will be compared based on the totals of the quantities comprising all items, at the unit and lump sum prices bid for these items. These constitute the resulting total contract bid price.
- The quantities shown in the Bid Form are approximate and are given as a basis for the 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 may consider Contractor's alternatives to any item on the Bid Form where a sole source solution is implied in the construction plans. Acceptance of alternative(s) is solely at the Owner's discretion upon engineer's counsel.

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.

Finally, the Owner further reserves the right to amend the construction contract as funding is secured. Amendment(s) may include some or all of the Park Options from the Bid Form, upon mutual agreement by the Contractor and Owner.

STANDARD OF AWARD:

The contract will be awarded to the Bidder who offers the lowest overall cost and as determined by the Owner, is 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 the award will be made as soon as practicable, provided satisfactory bids are received.

Because the Owner intends to award the contract to the qualified Bidder who is competent to perform and complete the work described herein in a satisfactory manner, 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 Bidder's safety record 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);
- All such information and data for this purpose as the Owner may reasonably request so that the Owner may make such other investigation as it deems necessary to determine the qualifications of the Bidder to perform the work. 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 Bidders have been identified, 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 the 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, both defined under [INSTRUCTIONS TO BIDDERS](#):

- Complete original Certificate of Insurance with proof of coverage as required and of the form required;
- Owner’s receipt of Performance and Payment Bonds on the Owner’s approved forms ([Contract and Related Documents](#)).

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 commence 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 site; 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.
- As part of this examination each Bidder must understand these obligations and impacts:

- The Owner's expectations for the Project as detailed in the construction plans.
- As part of the bid price, the Contractor is expected to comply with the permit requirements identified in the Bid Documents.
- 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 Bid Documents 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.
 - Comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the County from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

PREPARATION OF BIDS:

- The Bidder shall use the Bid Form furnished by the Owner. If the BID FORM is altered in any way the Bidder must clearly identify any changes.
- The Bidder shall submit a unit or lump sum price for every item in the Bid Form.
- The Bidder shall provide a detailed timeline and workplan for successful completion of the Project.
- The Bidder shall state on the Bid Form the date of pricing expiration. The 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 ten (10) most recent projects with the identification of the following trades provided:
 - Earthwork, utilities, demolition
 - Asphalt paving, stone base
 - Turnkey earthwork/asphalt
 - Landscaping
 - Electrical, AV, low voltage

- Plumbing
- Stormwater and erosion controls, drainage
- Retaining walls (boulder terracing)
- Paved and natural pedestrian pathways, trails, and greenways
- Playgrounds
- Concrete sidewalks
- 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 on the final page of the Bid Form. 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, using Owner's approved forms ([Contract and Related Documents](#)). 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 and shall be on the Owner's approved forms ([Contract and Related Documents](#));
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 waive 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 County'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 \$2,000,000 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 – Annual limits of at least \$1,000,000 per occurrence. 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 County of Woodfin 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 County 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.

The Contractor shall maintain employer's liability insurance with a limit of at least \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

- Worker's Compensation & Employers Liability – The Contractor shall take out and maintain during the life of this agreement workers' compensation insurance (or evidence of self-insurance or pool coverage), for all of his employees at the site of the Project, and in case any work is sublet, the Contractor shall require subcontractors in the same manner to provide workers' compensation insurance for all of the latter's employees in accordance with statutory limits as required by each state having jurisdiction over the Contractor.
- Fire Damage Insurance – The Contractor shall maintain fire damage insurance, with a limit of at least \$5,000, and medical insurance, with a limit of at least \$300,000.
- Additional Insured – The Contractor agrees to endorse the County as an Additional Insured on the Commercial General Liability. The Additional Insured shall read County of Woodfin as its interest may appear.

- Certificate of Insurance – Contractor agrees to provide County of Woodfin 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 County 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:

Jackson County
Attn: Darlene Fox, Jackson County Finance Director
401 Grindstaff Cove Road
Sylva, NC 28779

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

SUMMARY CHECKLIST FOR COMPREHENSIVE BID:

- Bid Form executed with proper signature(s)
- Detailed timeline, workplan, and milestones
- Three professional references
- Ten recent, relevant projects
- Bid security equal to 5% of amount bid

-END OF INSTRUCTION TO BIDDERS-

