

MOREHEAD BEAUFORT YACHT CLUB

Bidder Instructions for Spoil Area Improvements

DEFINITIONS

- 1.1** Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents.
- 1.2** The term "Addenda" means written or graphic instruments issued by the owner prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3** The term "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4** The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5** The term "Bidder" means a person or firm that submits a Bid.
- 1.6** The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7** The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.
- 1.8** As used in these Instructions to Bidders, the term "Facility" means MBYC's (henceforth referred to as MBYC) Facility office issuing the Bidding Documents.
- 1.9** The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.10** The term "Planholder" means a person or entity known by the Facility to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written prebid communications.
- 1.11** The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.12** As used in these Instructions to Bidders, the term "Business Day" means any day other than a Saturday, a Sunday, and the holidays recognized by the federal government.
- 1.13** MBYC (Owner) means Carolina Marlin Club Association, Inc. dba/ Morehead Beaufort Yacht Club.

BIDDER'S REPRESENTATIONS

- 2.1** **BIDDER, BY MAKING A BID, REPRESENTS:**

- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of North Carolina Contractor's State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself.
- 2.1.5 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.6 Bidder will provide a completed Qualification Form. By making a bid, Bidder's understand that MBYC will award the project based on Best Value. MBYC reserves the right to contact references.
- 2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bidder's Bid Form on behalf of Bidder.
- 2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Permits and Code Requirements in its performance of the Work.

BIDDING DOCUMENTS

3.1 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.2 INTERPRETATION OR CORRECTION OF BID DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to the MBYC Authorized Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the MBYC Authorized Representative.

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Section 3.5 of this Article. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in their Bid Form all first-tier Subcontractors that will perform work or provide labor. The failure to list, on the Bid Form, any one of the items set forth above will result in the MBYC treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to MBYC that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of MBYC.

3.5 ADDENDA

3.5.1 Addenda will be issued only by MBYC and only in writing. Addenda will be identified as such and will be mailed, emailed, faxed or delivered to all Planholders.

3.5.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

3.6 ALTERNATES

3.6.1 All alternate bids must be included in the bid package. However, the alternates will not be included in the base bid. State in the alternate bids the net sum to be added to or deducted from the Base Bid in the event that the alternate bids are accepted.

3.6.2 **MBYC** reserves the right to accept or reject any or all of the alternate bids. Furthermore, MBYC reserves the right to delay the acceptance of the alternate bids for a period not to exceed 90 calendar days from the time of accepting the general contract without a change in the dollar amount of the alternate bids.

3.6.3 **Alternate #1 (Lump Sum & Unit Price) --- Excavate the inside portion of the spoil area down to an elevation of 2'. All excavated material must be removed from the site in a manner acceptable to local & state regulations and bid documents. Note that the slopes on the inner portion of the spoils area must be maintained at 2:1.**

3.6.4 **Alternate #2 (Lump Sum & Unit Price) — In lieu of exporting any excavated material from the site, provide an alternate for stockpiling the material in the western corner within the berms.**

3.6.5 **Alternate #3 (Lump Sum & Unit Price) — Remove & Export the stockpiled material from alternate #2 during the months (June-August-2010) in a manner that is acceptable to local and state regulations and bid documents.**

PRE-BID CONFERENCE

- 4.1** Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by MBYC, comments and questions are received from Bidders, and a Project site visit is conducted. MBYC requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Bidders are expected to attend the Pre-Bid Conference in its entirety.

BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

- 5.1.1** Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as non-responsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change in Price".
- 5.1.2** Bidder shall make no stipulations on their Bid Form nor qualify the Bid in any manner.
- 5.1.3** The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in their Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 SUBMISSION OF BIDS

- 5.2.1** The Bid Form and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to Secretary, Morehead Beaufort Yacht Club, 409 Island Drive, Beaufort, NC 28516. The envelope shall be identified with the Project name as well as Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 5.2.2** Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.
- 5.2.3** Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 5.2.4** Oral or telephonic Bids are invalid and will not be accepted.
- 5.2.5** Bid shall include a performance bond in an amount sufficient for the bid.

5.3 MODIFICATION OR WITHDRAWAL OF BID

- 5.3.1** Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Facility receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.
- 5.3.2** A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
- 5.3.3** Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

5.3.4 Performance bond shall be in an amount sufficient for the bid as modified or resubmitted.

CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Section 5.2.1 of this Article and are received on or before the Bid Deadline will be opened by MBYC within 5 days of receipt.

6.2 REJECTION OF BIDS

6.2.1 MBYC will have the right to reject all Bids.

6.2.2 MBYC will have the right to reject any Bid not accompanied by any item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 MBYC will determine the Best Value Bidder. MBYC will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the MBYC awards the Contract, it will be awarded to the responsible Bidder submitting the Best Value responsive Bid as determined by MBYC and who is not rejected by MBYC for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to MBYC all of the items required by the Bidding Documents.

6.3.2 MBYC will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 MBYC will determine the Best Value Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that MBYC has selected to be included in the Contract Sum as of the time of award. Furthermore, Bidders who, in the opinion of MBYC, have successfully completed other projects of similar size and scope, will be deemed to provide Best Value.

6.3.4 MBYC will select the Best Value and responsible Bidder and notify such Bidder on MBYC's letterhead or reject all Bids. Within 10 days after receipt of notice of selection as the Best Value and responsible Bidder, Bidder shall submit to MBYC all of the following items:

- i. Three originals of the Agreement signed by Bidder.
- ii. Certificates of Insurance to include Subcontractors Insurance indicating that the following are in force for the duration of the project: Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance in the amount of \$1,500,000. Carolina Marlin Club Marina Association, Inc., dba Morehead Beaufort Yacht Club shall be designated in the Contract Documents as additional insureds on each of these policies.
- iii. Three originals of the 100% Performance Bond.
- iv. Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the work.
- v. Preliminary Contract Schedule
- vi. Cost Breakdown

- 6.3.5** Prior to award of the Contract, MBYC will notify Bidder in writing, if MBYC, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to MBYC. Substitution of a Superintendent or Subcontractor shall be made in accordance with Section 3.4.2 of this Article. Failure of MBYC to object to a proposed Superintendent or Subcontractor prior to award shall not preclude MBYC from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.
- 6.3.6** If Bidder submits three originals of the signed Agreement and all other items required to be submitted to MBYC within 10 days after receipt of notice of selection as the Best Value and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to MBYC, MBYC will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.
- 6.3.7** If MBYC consents to the withdrawal of the Bid of the Best Value responsible Bidder or the Best Value responsible Bidder fails or refuses to sign the Agreement or submit to MBYC all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or in the opinion of MBYC that Bidder is not financially or otherwise qualified to perform the Contract, MBYC may reject such Bidder's Bid and select the next Best Value responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Agreement or submit to MBYC all of the items required by the Bidding Documents, shall be liable to the MBYC for all resulting damages.