

City of Kannapolis
22-04 Fire Station 1
Roof Replacement

INVITATION TO BID

Roof Replacement at City of Kannapolis Fire Station 1.

Bids will be received by the City of Kannapolis (Owner), at 401 Laureate Way, Kannapolis, NC until 2:30 PM, local time, Thursday, August 19, 2021.

All bids must be in accordance with bidding documents on file with the City of Kannapolis (Owner), 401 Laureate Way, Kannapolis, NC 28081.

A mandatory pre-bid conference will be held on Thursday, August 5, 2021 at 10:30 am. Meet at Fire Station 1, 300 Fire House Drive, Kannapolis, NC. Contact: Jerome Blakeney: 704-920-4334; jblakeney@kannapolisnc.gov. The purpose of this conference is to explain the scope of work involved for this project and to give prospective bidders the opportunity to observe the existing condition for the work.

Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, and to reject the bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.

Bids will be awarded to the lowest, responsible bidder taking into consideration quality, performance, and the time specified in bid form for performance of work.

Bid specification questions contact: Renee Butler – rbutler@kannapolisnc.gov; Project specification questions contact: Jerome Blakeney – tmarlow@kannapolisnc.gov.

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms used herein:

- A. The term "Owner" means the City of Kannapolis.
- B. The term "Bidder" means the individual or entity who submits a Bid directly to Owner.
- C. The term "Contract" means the executed agreement between the Owner and the successful bidder, all documents contained herein, and all other document required by the Owner and/or law to execute said agreement.
- D. The term "Contractor" means the individual or entity with who Owner has entered into the Agreement.
- E. The term "Engineer" means any person authorized to act on behalf of the Owner.

2. SPECIFICATIONS

All bidders must ascertain for themselves all requirements of the job, measurements, materials needed, working conditions, etc. and is responsible for compliance with the Drawings and Specifications.

3. QUALIFICATION OF BIDDERS

Consideration will be given only to contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina Licensed General Statutes to bid and perform the work described herein as the general contractor and must have proper licenses under the state laws governing their respective trades at the time of bid opening. In addition, the Owner may make such other investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

To demonstrate qualifications to perform the Work, Bidder may be required to submit within 5 days after Owner's request, written evidence on financial date, previous experience, present commitments and other such data as may be requested by Owner or Engineer. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located, or Bidder must agree to obtain such qualification prior to award of the Contract.

4. INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer or Owner in writing. Interpretations or clarifications considered necessary by Engineer or Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be

answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. UNBALANCED BIDS

The Contractor shall not submit a bid containing any unbalanced bid prices. Any unit of lump sum bid price that does not reflect reasonable actual cost that the Contract anticipates for the performance of the item(s) in question along with a reasonable proportional start of the Contractor's anticipated profit, overhead cost and other indirect costs is an unbalanced bid price. Any bid containing unbalanced bid prices may be considered non-responsive and may be rejected. In the event the City determines it is in the best public interest to accept such irregular bid, it may award the contract based on such bid.

6. BID SECURITY – not required for this project

7. PREPARATION AND SUBMISSION OF BIDS

Please read all instructions carefully before preparing and submitting your bid.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirements shall cause the bid to be considered irregular and shall be ground for rejection of the bid.

- A. The itemized proposal form furnished with the proposal shall be used and shall not be altered in any manner.
- B. All entries on the itemized proposal form shall be written in ink.
- C. The total amount bid shall be written in the proper place on the itemized proposal form.
- D. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- E. The bid shall be properly executed. All bids shall show the following information:
 1. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 2. Name of individual or representative submitting bid and position or title.
 3. Name, signature, and position or title of witness.
 4. Contractor's License Number (If available)
- F. Bids submitted by corporations shall bear the seal of the corporation.
- G. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- H. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

8. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be considered.

9. RECEIPT AND OPENING OF BIDS

Each Bid must be submitted by 2:30 Thursday, August 19, 2021 to Renee Butler, Purchasing Agent. The bids can be mailed to: 401 Laureate Way, Kannapolis, NC

28081 or sent by email to rbutler@kannapolisnc.gov.

Bids shall be marked with the name, license number and address of the Bidder.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.

Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn after the public opening if an unintentional, substantial error is made by the contractor, and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a bid must be made in writing to the Owner's representative within seventy-two hours (72) after the opening of bids. **Any bidder considering a withdrawal should acquaint himself with the provisions of North Carolina General Statute 143-129.1.**

11. CORRECTION OF BID ERRORS

Do not use "white-out" or corrective tape. Cross through incorrect numbers and write corrected price next to and initial it. In the event that the written out amount and numeric amount differ, the numeric amount will prevail.

12. AWARD OF CONTRACT; REJECTION OF BIDS

The Owner reserves the right to hold bids for a period of sixty (60) days, unless specified otherwise in the advertisement for bids, after the bid opening before awarding the Contract for the purpose of reviewing the bids and investigating the qualifications of the Bidders.

The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The apparent winning bidder will be notified of these intentions at the earliest possible date. The Owner, however, may at its sole discretion reject any or all bids submitted and to waive any informality in the bidding procedures. The Owner reserves the right to award a contract that is in the best interest of the City.

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 contract and to complete the work contemplated therein.

13. DISPUTE RESOLUTION

North Carolina General Statute requires a mandatory dispute resolution process to be incorporated into Municipal construction projects. The document, *Rules Implementing Mediated Settlement Conferences*, is incorporated into and made a part of this contract.

14. EXECUTION OF AGREEMENT

The successful Bidder will be required to execute a Construction Contract herein included by reference within ten days (10) days after award and presentation of contract documents. The successful bidder(s) shall execute and deliver to the Owner in such number of copies as the Owner may require. The failure of the successful bidder to execute such agreement within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re advertise for bids. If the successful bidder fails to execute the contract the Owner shall retain the bid guarantee as outlined in these instructions.

15. PERFORMANCE AND PAYMENT BOND

The Successful Bidder will be required to furnish a Performance Bond and a Payment Bond for one hundred percent (100%) of the contract price, as security for the faithful performance and the payment of all bills and obligations arising from the performance of the contract.

16. INSURANCE REQUIREMENTS

The successful bidder will be required to show proof of insurance. The City of Kannapolis must be name additional insured. Work shall not begin until this provision has been satisfied and a Purchase Order or Contract issued.

17. MINORITY BUSINESS PARTICIPATION

The bidder shall identify on it's bid proposal the minority business participation it will use on the project. (Identification of Minority Business Participation) form and shall include either Affidavit A or Affidavit B as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. There is no penalty for considering, but ultimately not using an M/WBE firm.

18. MATERIALS

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Engineer evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

19. ERRORS, OMISSIONS, AND DEVIATIONS

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

20. WAGES AND SALARIES

(Federal Labor Standards Provisions)

This information will only be provided when a wage determination has been requested. (i.e., when Davis Bacon Act governs the work to be performed).

21. FAMILIARITY WITH LAWS

It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way effect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract.

It is the expectation of the City that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving City funds. The Contractor agrees that in carrying out the contract he will comply with all applicable, federal, state and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

22. TAXES

Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

23. CONTRACT TIME

It is the intent of these specifications that the Contractor shall commence work within five (5) business days of the Notice To Proceed specified herein. The Notice To Proceed date is typically four (4) weeks after the contract is awarded, which allows the Contractor ten (10) days to execute and return the required documents and bonds to the Owner and allows two (2) weeks for the Owner to issue a purchase order. Should the Contractor take more than ten (10) days to return the properly completed documents and bonds, the issuance of a purchase order may be delayed and the Contractor may not be given a time extension when at fault for not returning the required paperwork in a reasonable time. The Contractor shall not begin work prior the purchase order being issued and a written Notice To Proceed.

24. E-VERIFY

Per N.C.G.S. 143-133.3, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

25. IRAN DIVESTMENT ACT

Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

PROPOSAL FORM

**ROOF REPLACEMENT – CITY OF KANNAPOLIS FIRE
STATION 1**

Submit bids to:	
<u>US Mail address:</u> City of Kannapolis Renee Butler 401 Laureate Way Kannapolis, NC 28081	<u>Email:</u> rbutler@kannapolisnc.gov

Read carefully all pages of the bid document.

The Contractor shall furnish all labor, equipment, materials, insurance, supervision, permits and waste disposal fees and shall abide by all local, state and federal codes, laws, rules, regulations, ordinances applicable to perform the work described in the Specifications for the following sum to wit:

BIDDER NAME: _____

LUM SUM BID: \$ _____

The City intends to award a contract to the lowest responsive, responsible bidder based on the lump-sum base bid given above. The City reserves the right to reject any and all bids if doing so is deemed in the best interest of the City. Should all bids exceed the available funding, the City reserves the right to award a contract that is in its best interest, including the option to negotiate with the low bidder.

The undersigned certifies that they have read and understood all the provided bid documents, the Detailed Specifications and agree to the terms and conditions stated herein.

Date

Company

Authorized Signature

Street Mailing Address

Printed Name and Title

City, State and Zip Code

Email Address

Telephone Number

NC Contractor's License No.

Fire Station 1 300 Firehouse Drive - Kannapolis, NC

Inspection and Removal of the existing Roof.

1. Remove the existing roof
2. Determine the cause of the leaks
3. Determine the extent of damage and if there is deterioration.
4. Review the membrane, flashing, underlayment, and mastic etcetera.
5. Inspect the decking as well as the structure for issues.
6. Review all slopes, and crickets for issues.
7. Inspect the drainage systems for current issues.

Replacement of the Roof

1. Repair all damaged decking, flashing, underlayment, and mastic.
2. Address any slope, or crickets issues.
3. Address any drainage issues – Gutters, and downspouts – Replace if needed.
4. Land Mark Pro – 30 year Architectural Shingle - Grey for the color – for new roof replacement.
5. Ice shield and water shield on all eaves and valleys.
6. Black drip edge is to be included.
7. Synthetic felt paper is required.
8. Current ridge vents are to be replaced and new ridge vents are to be installed where needed.
9. HIP shingles are to match roof shingle.
10. CAP shingles are to match roof shingle.
11. All Pipe Boots are to be replaced.

Roof is to be in compliance with the code based on construction type and fire rating.

City of Kannapolis

AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

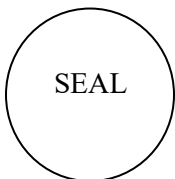
Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public _____

My commission expires _____



City of Kannapolis

**AFFIDAVIT B – Intent to Perform Contract
with Own Workforce**

County of _____

Affidavit of _____
(Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work with his/her own current work forces; and

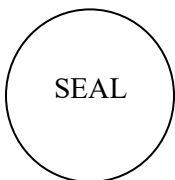
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____