NEW HANOVER COUNTY

REQUEST FOR BIDS
FOR
HUGH MACRAE SENIOR RESOURCE CENTER NATURE TRAIL

COUNTY COMMISSIONERS

WOODY WHITE, CHAIRMAN
BETH DAWSON, VICE-CHAIRMAN
JONATHAN BARFIELD, JR.
THOMAS WOLFE

CHRIS COUDRIET, COUNTY MANAGER

Section 1

ADVERTISEMENT

Sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked **"Hugh Macrae Senior Resource Center Nature Trail"** will be accepted until **2:30 P.M. EST, Thursday, July 18, 2013.**

Complete plans and specification and contract documents can be obtained by visiting the County's website at http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

A bid bond is not required for this project. Performance and payment bonds are also not required by the successful bidder.

The bids will be publicly opened following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Section 2

SCOPE OF WORK

Project
Hugh Macrae Senior Resource Center Nature Trail
2222 College Road, Wilmington, NC 28403

Contractor is to provide price per square yard to saw cut pavement, remove and replace 1.5 inches of asphalt and materials of approximately 250 square yards or 2,250 square feet.

Contractor is to provide price per square yard to clean asphalt and tack coat and install 1.5 inches of asphalt and materials of approximately 3000 square yards or 27,000 square feet.

Section 3

GENERAL CONDITIONS

A. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. To arrange to visit the site, the Contractor should contact the Project Manager, Andy Johnson at 910-798-7565 or email anjohnson@nhcgov.com.

B. MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.

Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

C. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Project Manager, Andy Johnson at 910-798-7565 or email anjohnson@nhcgov.com. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

D. SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and

similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

E. TAXES

Federal Excise Taxes do not apply to materials entering into County work.

Federal Transportation Taxes do not apply to materials entering into State work.

North Carolina Sales Taxes and Use Tax do apply to materials entering into County, and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into County work as applicable and such cost shall be included in the bid proposal and contract sum.

F. ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX

Contractors for shall provide the owner a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

G. EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

H. MINORITY PARTICIPATION

The bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders should submit along with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract. The information will include:

1. Name, address, phone number, and email address of each minority firm
2. Description of the work to be performed by each minority firm named
3. Dollar value of the work to be performed by each firm names

I. INSURANCE

Before commencing any work, the successful bidder shall procure insurance in the bidder's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed below. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

Commercial General Liability. Bidder shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $2,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 **or** CG 20 33 **and** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any.

There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

The bidder's Commercial General Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder's insurance.

Workers' Compensation and Employer's Liability. Bidder shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit.

The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, agents and employees for losses arising from work performed by the bidder for New Hanover County.

Business Auto Liability. Bidder shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $2,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned,

hired, and non-owned autos.

Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

The bidder's Business Auto Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder's insurance.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by New Hanover County. At the option of New Hanover County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects New Hanover County, its officers, officials, agents, and employees; or the contractor shall procure a bond guaranteeing payment deductibles or self-insured retentions. The bidder shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not New Hanover County is an insured under the policy.

Miscellaneous Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to New Hanover County, 230 Government Center Drive #125, Wilmington, NC 28403.

If bidder's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by New Hanover County.

Evidence of Insurance. The bidder shall furnish New Hanover County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

Evidence of additional insured status shall be noted on the certificate of insurance

as per requirements in 2.16.3 above.

Subcontractors. Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

Conditions.

The insurance required for this contract must be on forms acceptable to New Hanover County.

Where circumstances warrant, New Hanover County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

The bidder shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.

The bidder shall promptly notify the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

New Hanover County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

Failure of New Hanover County to demand a certificate or other evidence of full compliance with these insurance requirements or failure of New Hanover County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

By requiring insurance herein, New Hanover County does not represent that coverage and limits will necessarily be adequate to protect the bidder and such coverage and limits shall not be deemed as a limitation of bidder's liability under the indemnities granted to New Hanover County in this contract.

If bidder fails to maintain the insurance as set forth herein, New

Hanover County shall have the right, but not the obligation, to purchase said insurance at bidder's expense.

The bidder may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

New Hanover County shall have the right, but not the obligation of prohibiting bidder or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by New Hanover County.

J. CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

K. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

L. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

M. AUTHORIZED SIGNATURE

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery and installation period requested. **BIDS NOT SIGNED WILL BE REJECTED.**

N. QUESTIONS AND CLARIFICATIONS

After the Bid issue date, all communications between the County and prospective Bidders regarding this Bid shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7806. All questions concerning this Bid shall reference the Bid number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum which will be posted to the County's website at http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx. The addendum will appear under the advertisement on the County's website. **All questions shall be received no later than 5:00 P.M., EST, Friday, July 12, 2013.**

O. COST OF PREPARATION OF RESPONSE

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bid are the responsibility of the responding Bidder and will not be reimbursed by the County.

P. CONDITION OF AWARD

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. In the event the lowest responsible, responsive bid is in excess of the funds available for the project, the County may enter into negotiations with the lowest responsible, responsive bidder and may make reasonable changes in the plans and specifications to bring the price within the funds available for the project and award the bid. If such negotiations prove to be unsuccessful, the County will re-advertise the project after making such changes in the plans and specifications as may be necessary to bring the cost of the project within the funds available. New Hanover County reserves the right to reject all bids received in response to this Request for Bids (RFB).

The Successful Bidder(s) will be a Contractor familiar with this type of work and who has the necessary equipment and personnel to perform the work within the time specified.

Q. SURETY BONDS

A bid bond is not required for this project. Performance and payment bonds are also not required by the successful bidder.

Section 4

Bid Form

Deadline for Receipt of Bids: 2:30 P.M. EST, July 18, 2013

I, We certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the New Hanover County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the New Hanover County for the sum of:

BASE BID: _____ Dollars $ _____

Respectively submitted this _____day of_____2013

_____

(Contractor)

Federal ID#:_____By:_____

(Authorized Signature)

Title:_____

License # _____

Email:_____

NEW HANOVER COUNTY MBE/WBE SUBCONTRACTOR CONTACT SCHEDULE

Prime Contractor: Project: Bid Date:

Date Contacted	Name of Person Spoken to During Contact	Name & Address of MBE/WBE Firm	Phone Number of MBE/WBE Firm	Email	Work Item To Be Performed	Response of MBE/WBE Firm	Price Quote

I hereby certify that the subcontractors listed above were contacted by my firm, and requested to submit quotes on the above-referenced project.
All interested subcontractors were negotiated with in good faith.

Signed: Title:

Print Name: Phone Number:

REPORT OF PARTICIPATING SUBCONTRATORS & SUPPLIERS

Please supply data for all subcontractors and suppliers, whose services will be utilized on the project being bid upon by your firm. **Attach this document and submit along with the bid proposal.**

BIDDER'S NAME:_____ PROJECT:_____

AMOUNT OF BID: $_____ VALUE OF SUBCONTRACTS: $_____

SUBCONTRACTORS & SUPPLIERS

(1)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed:_____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(2)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed:_____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(3)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed:_____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(4)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed:_____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(5)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed:_____
Project Commitment Date:_____ Completion Date:_____
Amount To Be Paid: $_____ % Of Total Contract: _____%

Total MBE $:_____(%) Total WBE $:_____(%) Total Other $:_____(%)

SUBCONTRACTORS & SUPPLIERS (CONTINUED)

(6)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____ Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed: _____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(7)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____ Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed: _____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(8)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed: _____
Amount To Be Paid: $_____ % Of Total Contract: _____%

(9)
Name of Firm: _____ ☐ MBE ☐ WBE ☐ OTHER
Address: _____
Phone Number: _____
Owner's Name(s): _____ Email: _____
☐ SUBCONTRACTOR ☐ SUPPLIER
Work/Service To Be Performed: _____
Amount To Be Paid: $_____ % Of Total Contract: _____%

Total MBE $:_____(%) Total WBE $:_____(%) Total Other $:_____(%)

The undersigned will enter formal agreements with subcontractors or suppliers named in this document, if awarded a contract by Owner. Failure to do so, may constitute a breach of contract.

DATE:_____ BIDDER'S SIGNATURE: _____

PRINT NAME: _____

TITLE: _____