

NEW HANOVER COUNTY
REQUEST FOR BIDS
FOR
HUGH MACRAE PARK MULTI-USE TRAIL CONSTRUCTION

RFB # 2015-21009



COUNTY COMMISSIONERS

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

CHRIS COUDRIET, COUNTY MANAGER

Section 1

ADVERTISEMENT

In accordance with NCGS 143-131, 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 Park Multi-Use Trail Construction-RFB # 2015-21009**" will be accepted until **1:00 P.M. EST, Friday, September 26, 2014.**

A **PRE-BID CONFERENCE** is scheduled for **Thursday, September 11, 2014 at 10:00 AM** in the Hugh Macrae Park Maintenance Facility located at 314 Pine Grove Road, Wilmington NC 28409. The pre-bid conference is not mandatory, but it is highly recommended that all interested bidders attend.

Complete bidding documents can be obtained by visiting the County's website at <http://www.nhcgov.com/business-nhc/bids/>.

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No bid may be withdrawn after the opening of bids for a period of 90 days.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 GENERAL CONDITIONS

Schedule

Release Date	Wednesday, September 3, 2014
Non-Mandatory Pre-Bid Meeting	Thursday, September 11, 2014 at 10:00 AM
Deadline for Questions	Tuesday, September 16, 2014 at 5:00 PM
Questions to be Answered No Later Than	Friday, September 19, 2014
Deadline for Receipt of Bids	Friday, September 26, 2014 at 1:00 PM New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28403 (Opening to be held in Conference Room 500)

1. 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.

Bidders 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 **NON-MANDATORY PRE-BID CONFERENCE** is scheduled for **Thursday, September 11, 2014 at 10:00 AM** in the Hugh Macrae Park Maintenance Facility located at 314 Pine Grove Road, Wilmington NC 28409. Attendance is not required in order for your bid to be considered; however, it is highly recommended that all potential bidders attend.

2. 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 is determined to be 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.

3. 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 anjohanson@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.

4. 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.

5. TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.

e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for New Hanover County shall give the County a signed statement containing the information listed in G.S. 105-164.14(e).

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.

6. 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.

7. MINORITY PARTICIPATION

For construction contracts with a value of less than \$300,000, the County has the responsibility to make a good faith effort to solicit minority bids and to attain our 10% goal. To assist the County with this goal, 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. The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. At the end of the project, the contractor shall submit a completed Appendix E MBE Documentation for Contract Payments form with final payment request.

8. 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 \$1,000,000 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 \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 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.

9. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

10. CLEANING UP AND RESTORATION OF SITE

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.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

11. 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.

12. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

13. ACCESS TO PERSONS AND RECORDS

The County shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

14. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

15. Submission of Bid

Submit bid in a sealed envelope properly marked “**Hugh Macrae Park Multi-Use Trail Construction-RFB 2015-21009**” and address to:

New Hanover County Finance Office
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

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/business-nhc/bids/>. 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, Wednesday, September 16, 2014.**

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section. If any bidder attempts or completes any unauthorized communication, the County will reject the Bidder’s proposal.

All bidders who intend to submit a Bid on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFB.

16. 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.**

17. 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.

18. 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.

19. BID BOND

A bid bond is not required for this project.

20. PERFORMANCE AND PAYMENT BOND

Performance Bond and Payment Bond are not required.

21. E-VERIFY

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

22. WITHDRAWAL OF BID

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

23. RIGHT TO REJECT

The COUNTY reserves the right to **reject any** or **all Bids**, waive irregularities in **any Bid** and make the award in the best interest of the COUNTY.

Section 3 Technical Specifications

- A. Project consists of the construction of a 10 ft. wide multi-use path at Hugh Macrae Park, located at 314 Pine Grove Road, Wilmington, NC 28403.
- B. Currently there is a 6 ft. wide asphalt path. Project involves expanding the 6 ft. wide asphalt path to a 10 ft. wide asphalt multi use trail.
- C. Options are to add 2 ft. to each side of existing path or 4 ft. to one side. Project bid should include all cost for both options.
- D. Scope of work will include excavating area of 4 ft., adding a minimum of 4 inches of high quality recycled ABC concrete aggregate base layer level with the current asphalt path (recycled ABC concrete should not include anything other than concrete and bricks; no plastic, wood, organic materials), cleaning existing asphalt path, applying CRS-1 liquid asphalt tack to existing asphalt and applying 1 ½ inches of type 9.5A driveway mix asphalt over new marl and existing asphalt. All underlayment and subsurface materials must be compacted by a mechanical tamper or vibratory roller. Final grade and finish should be uniform and free of any seams and defects.
- E. Project will require removing selected trees deemed necessary by the contractor. Tree removal, stump grinding and disposal from the property are to be included within the provided bid as a separate detailed line item.
- F. Backfill material will be used from the excavation process to backfill the edges of the expanded trail. If additional backfill will be needed suitable material must be used and free from clay, gumbo, debris, organics and little or no excessive moisture. Any additional backfill material must be included within the provided bid as a separate detailed line item.
- G. Equipment to be left on site during the entire project must and will be discussed before the project begins. Any machinery approved to be left on site must be managed by the contractor. No keys are to be left in machinery and equipment when not in operation.
- H. Pedestrian safety must be maintained by contractor at all times by adequate project limits such as fencing and signage.

Company Name: _____

Section 4

HUGH MACRAE PARK MULTI-USE TRAIL CONSTRUCTION

RFB # 2015-21009

Bid Proposal Form

Deadline for Receipt of Bids: 1:00 P.M. EST, Friday, September 26, 2014

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

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:

Option 1: Increase by adding 2 ft. to each side of existing path

***TOTAL BASE BID: _____ Dollars \$ _____**

Option 2: Increase by adding 4 ft. to one side of the existing path

***TOTAL BASE BID: _____ Dollars \$ _____**

*Total base bid includes all work in accordance with the aforementioned bid documents.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company Name: _____

Attachments to Bid Proposal

1. Exceptions to bid (if any, attach a separate sheet)
2. E-Verify Form
3. Identification of Minority/Women Business Participation and Affidavit A or Affidavit B

Signature Printed Name/Title

Company _____

Address _____

City, State, Zip _____

Phone Number _____ Fax Number _____

Email Address _____

License Number: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep New Hanover County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[SEAL]

My commission expires: _____

New Hanover County
Minority and/or Women Business Enterprise
(M/WBE) Program



Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.

New Hanover County
Minority and/or Women Business Enterprise Program

Construction Guidelines for M/WBE Participants

Policy Statement

It is the policy of New Hanover County that minority businesses, as defined by North Carolina General Statute 143-128 have maximum opportunity to participate in the performance of contracts and subcontracts funded in whole or in part with public funds. This includes all aspects of the County's contracting and procurement programs, including but not limited to construction projects, supplies and materials, as well as professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

PROJECT	MBE	WBE
Hugh Macrae Park Multi-use Trail	6%	4%

Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by the County prior to contract award. Firms qualifying as "M/WBE" for the County's goals must be certified by the NC Department of Historically Underutilized Businesses (NCHUB). Firms qualifying as "WBE" must be designated as "women-owned business and firms qualifying as "MBE" must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/default.aspx>. The County shall accept only firms certified by NCDOT for federally funded projects.

Please note: A contractor may utilize any firm desired; however, for participation purposes, all M/WBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of M/WBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The M/WBE's listed by the Contractor on the Identification of Minority/Women Business Participation which are determined by the County to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the County to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit A (if subcontracting)

OR

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

- Affidavit C (if aspirational goals are met or are exceeded)

OR

- Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.**

*****If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the County for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the County that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the County whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the COUNTY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

NEW HANOVER COUNTY 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/Women 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/women 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 _____

NEW HANOVER COUNTY --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name 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 on this project 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 _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

NEW HANOVER COUNTY - AFFIDAVIT C - Portion of the Work to be Performed by M/WBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by M/WBE businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)

Project ID# _____ Amount of Bid: \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with MBE firms and a minimum of _____% of the total dollar amount of the contract with WBE firms. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets, if needed

Name and Phone Number	*M/WBE Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

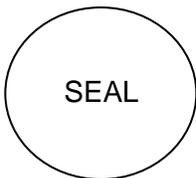
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this 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 _____

NEW HANOVER COUNTY AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority/women business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the

(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with MBE firms and a minimum of _____% of the total dollar amount of the contract with WBE firms. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if needed)

Name and Phone Number	*M/WBE Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this 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 _____

LETTER OF INTENT

M/WBE Subcontractor Performance

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise ____ Women Business Enterprise

The M/WBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of M/WBE Firm)

(Name & Title of Authorized Representative of M/WBE)

(Signature of Authorized Representative of M/WBE)

REQUEST TO CHANGE M/WBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Total Contract Amount (including approved change orders or amendments): \$_____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add additional subcontractor

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification M/WBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___Yes ___No

Firm Name	M/WBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date: _____

Certified By: _____

Name

Title

Signature