



**BID PROPOSAL
(GENERAL CONSTRUCTION)**

**TOISNOT PARK
ENTRANCE IMPROVEMENTS
For
CITY OF WILSON, NORTH CAROLINA**

OPENING DATE: AUGUST 13, 2020 @ 2:00 PM

DOCUMENTS PREPARED BY:



**BARTLETT
ENGINEERING & SURVEYING, PC**

1906 NASH STREET, N
WILSON, NORTH CAROLINA, 27893

CITY OF WILSON



NORTH CAROLINA

PURCHASE ORDER CONTRACT PROPOSAL

Location: Ward Blvd. at Corbett Ave.

Type of Work: Grading & Drainage

RETURN BIDS TO: BARTLETT ENGINEERING & SURVEYING, PC
1906 NASH STREET N.
WILSON, NORTH CAROLINA 27893
ATTN: STEVE OLIVERIO

OPENING DATE: AUGUST 13, 2020 @ 2:00 PM

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

Please note that this Bid Proposal in no way implies a commitment of funds or to a purchase.

All qualified Proposals will be evaluated, and an award will be made to the firm(s) whose Proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any or all offers if determined in its best interest.

SCOPE OF CONTRACT

Infrastructure improvements for proposed park entrance improvements as indicated on plans by Bartlett Engineering & Surveying, PC, titled “**Toisnot Park Entrance Improvements**” Wilson County, North Carolina and dated March 2020, including, but not limited to grading, storm drain installation, erosion control and traffic control.

COMPLETION OF BID PACKAGE

Only bid packages that are submitted using the Purchase Order Contract Proposal with the bid form provided by the City of Wilson still attached will be considered for this project. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this contract is on or before August 20, 2020.

The completion date for this contract is October 20, 2020.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

Liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day.

TIME RESTRICTIONS:

None, unless indicated by NCDOT Encroachment Agreement.

TRAFFIC CONTROL:

Contractor is to provide all devices (cones, drums, arrow boards, etc. as well as W2 Signs and Flaggers, if needed).

SUPERVISION BY CONTRACTOR:

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site at all times work is in progress. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TERMS AND CONDITIONS

- a. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
- b. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alterations. The City of Wilson reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- c. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds set forth in this agreement. This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- d. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
- e. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- f. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

- g. **INSPECTION AT CONTRACTOR'S SITE:** The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
- h. **PAYMENT TERMS:** Payment applications may be submitted by the Contractor on a monthly basis and will be based upon progress estimates as determined by the City Representative. No payment application will be made when the total value of work performed since the last application, excluding mobilization, amounts to less than \$5,000.00. Payment applications will be approximate only and will be subject to correction in the final estimate and payment.

Work indicated on the bid sheet has been determined by visual observation. Exact quantities shall be verified in the field. Payment will only be approved based on work completed.

An amount equal to ten percent (10%) of the total amount due on an invoice will be deducted and retained until the City Representative has determined that the Contractor has satisfactorily completed the contract work.

- i. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- j. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- k. **PATENT:** The contractor shall hold and save the City of Wilson, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
- l. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.
- m. **ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.

- n. ASSIGNMENT: No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the City of Wilson may:
 - i. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - ii. 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 City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

o. INSURANCE:

COVERAGE- During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- i. Worker's Compensation- The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any for any of his employees engaged in any work under the contract.
- ii. Commercial General Liability- General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of the liability.)
- iii. Automobile-Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this

contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

- p. CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, and Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated.
- q. QUANTITIES (TERM CONTRACT ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- r. PRICE ADJUSTMENTS (TERM CONTRACT ONLY): Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - i. Notification: Must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - ii. Decreases: The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
 - iii. Increases: All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson reserving the right to reject the increase or cancel the contract. Such action by the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - iv. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
- s. TWELVE MONTH GUARANTEE:
 - i. The contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final

acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the City. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the City, and/or for use in excess of the design.

- ii. Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The city's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The City would be afforded the same warranty as provided by the Manufacturer.
- iii. The 10% retainage may be held up to, but not in excess of, this twelve-month period.

INSTRUCTIONS TO BIDDER

- a. Bids must be valid for a minimum of ninety (90) days from date of submitting bid.
- b. All equipment, materials or apparatus furnished under these specifications shall be new (unless otherwise specified) and free from all defects and shall operate and function properly after delivery to the City. Each bidder shall submit with his/her proposal the manufacturer's specifications, illustrations and descriptive literature on the equipment, materials or apparatus not yet in production or out of production for more than thirty (30) days.
- c. Do not submit alternates unless requested to do so. If alternate bids are requested, the envelope(s) must be clearly marked "primary bid" and "alternate bid"
- d. Every part and accessory of a standard unit shall automatically be included and become a part of these minimum specifications.
- e. References to brand or trade names are normally included to more accurately describe the requirements of the City of Wilson when it is impossible or impractical to specify the required performance and design characteristics for such materials. They are used only to set forth and convey to bidders the general style, type, character, and quality of product desired. Alternate materials, items, or equipment of equal or equivalent design shall be submitted to the City Engineer or other responsible party for approval or disapproval prior to the opening of the bids.
- f. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other person, firm or corporation offering a proposal for the same purpose and that his/her proposal is in all respects fair and without collusion or fraud.
- g. All bids and proposals for furnishing equipment, materials or apparatus in accordance with the specifications prescribed by the City of Wilson will continue to be on file in the office of the Purchasing Manager at the Operation Center,

1800 Herring Ave., Wilson, North Carolina and are available for inspection during regular working hours.

h. Bond Requirements:

I. Bid Bond: **(WAIVED FOR BIDS BELOW \$500,000)**

NORTH CAROLINA STATE LAW (G.S. 143-129) REQUIRES THAT ALL BIDS BE ACCOMPANIED BY A BID DEPOSIT. (Please note carefully)

No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of not less than five percent (5%) of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds.

This deposit may be retained by the City of Wilson if the successful bidder fails to execute the bid obligation or fails to give satisfactory surety as required herein.

Money orders, uncertified checks, etc., are not acceptable as bid deposits.

Unsigned bids and bids with incorrect bid deposits cannot be considered.

Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

II. Performance Bond:

Once the contract has been awarded, the successful bidder must furnish a Performance Bond. The performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the City. The bond shall be executed by a surety company authorized to do business in North Carolina. In lieu of the bond, cash, government securities or a certified check in the full amount of the contract (100%) may be deposited. Such deposit shall be filed within 30 days from date of awarding contract.

It shall be the responsibility of the bidder to cover the cost of the performance bond, in his bid. The City will not pay an additional amount at a later date for the bond.

The City Council may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure.

The bidder should assume that a performance bond will be required unless

otherwise indicated in the instructions to bidders.

i. Award of Bid:

1. Bids shall be awarded to the lowest responsible bidder, taking into consideration adherence to specifications, quality, performance, the time of delivery, technical support, past performance and other relevant factors.
2. All bids of \$90,000 or more for equipment and supplies and \$500,000 or more for construction/repairs require City Council approval. The Council normally meets officially at 7:00 P.M., on the third Thursday of the month. Bidders may attend any of the sessions.
3. The City of Wilson reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the City reserves the right to make the award in the best interest of the City of Wilson.
4. It is City policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend the bid openings which are normally conducted in the Purchasing Manager's office, Operation Center, 1800 Herring Ave., Wilson, North Carolina. Bid tabulations will be available after all technical reviews have been completed.

j. Taxes:

Do not include sales or federal excise tax in figures. The City pays all applicable sales tax, however, and should be invoiced accordingly. The City is exempt from Federal Excise tax and will issue a Federal Exemption certificate upon request

k. Escalation Clauses:

Bids containing escalation clauses may be considered. However, there must be a maximum figure for escalation shown, or a method of computing the total cost over a specific time period provided.

l. Prices:

All prices must be quoted F.O.B. City of Wilson Warehouse 1800 Herring Ave., Wilson, North Carolina.

m. Payment:

Provision for the payment of the monies to fall due under this agreement has been made by appropriations duly made or required by the Local Government Finance Act.

Payment will be made according to vendor's terms stated on invoices following receipt of goods.

n. **Altering Contracts:**

No such contract shall be altered except by written agreement (change order) of the contractor, the sureties on his bond and the City Council body of the City of Wilson.

o. **Non-Discrimination Clause:**

It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, religion, national origin, or gender with reference to the subject matter of this contract.

Enforcement of this provision, as set out in said ordinances, shall be action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns, of the parties hereto with reference to the subject matter of this contract.

The City of Wilson is in compliance with Title VII of the Civil Rights Act of 1964 as amended, and section 122(A) of the State and Local Fiscal Assistance Act of 1972, and hereby issued the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.

p. N.C. General Statute 143-129 governs purchasing in the state. Bids are awarded according to its provisions.

q. The General Statutes of the State of North Carolina, the Charter of the City of Wilson, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.

r. All bids, except those for supplies or materials, shall be accompanied by a certificate showing possession by bidder of Workman's Compensation for their employees.

PRECONSTRUCTION CONFERENCE

Immediately after receipt of notice of award, the City's Representative and the Contractor will establish a mutually agreeable date on which a preconstruction conference will be held. The Contractor's superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in responsible charge of major items of work shall attend the preconstruction conference.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the City Representative 48 hours in advance of beginning work on this project. The Contractor shall give the City Representative sufficient notice of all operations for any inspection or testing that may be required.

SAFETY EQUIPMENT

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must adhere to all OSHA safety regulations, including wearing an OSHA approved reflective vest or outer garment at all times while on the project.

MISCELLANEOUS

All work shall be completed in accordance with the current/latest edition of the City of Wilson Specifications (Engineering).

Any work performed in an unsatisfactory manner could be basis for nonpayment.

Any damage caused by the Contractor shall be repaired or replaced by the Contractor to the satisfaction of the City's Representative at no cost to the City of Wilson.

In addition, the workmanship/appearance shall be completed to the satisfaction of the City's Representative.

When a sign is removed from its original location, contractor is to replace as near as adjacent to the same location as possible behind the concrete forms of the new sidewalk, ASAP.

DESCRIPTION OF WORK:

Overall:

Infrastructure improvements for proposed park entrance improvements as indicated on plans by Bartlett Engineering & Surveying, PC, including, but not limited to grading, storm drain installation, erosion control and traffic control.

Work to be in accordance with plans by Bartlett Engineering and Surveying, P.C., titled "Toisnot Park Entrance Improvements" Wilson County, North Carolina and dated March 2020.

OPENING DATE: AUGUST 13, 2020 @ 2:00 PM

All qualified Proposals will be evaluated, and an award will be made to the firm (s) whose Proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any or all offers if determined in its best interest.

Please note that this Bid Proposal in no way implies a commitment of funds or to a purchase.

OFFICIAL BID FORM
TOISNOT PARK ENTRANCE IMPROVEMENTS
WILSON, NC

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION, BOND, INSURANCE	1	LS		
GENERAL CLEARING & VEGETATION REMOVAL	1	LS		
25'X100' TEMPORARY CONSTRUCTION ENTRANCE	1	LS		
SILT FENCE	400	LF		
REINFORCED SILT FENCE OUTLET	1	EA		
ROUGH GRADING INCL. BORROW MATERIAL	1,100	CY		
DROP INLET	2	EA		
36" HDPE	270	LF		
36" FES	1	EA		
12'X18' DISSIPATOR PAD	1	EA		
INLET PROTECTION	3	EA		
TRAFFIC CONTROL	1	LS		
SIGNAGE RELOCATION	1	LS		
SEED & MULCH	1	LS		
			TOTAL	

ONLY BIDS SUBMITTED ON THIS FORM WILL BE CONSIDERED BY THE CITY OF WILSON.

CONTRACTOR: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

ADDENDUM NUMBERS ACKNOWLEDGED: _____

AGREEMENT BETWEEN CONTRACTOR AND OWNER

The foregoing contract documents and this Agreement represents the entire “Agreement Between Contractor and Owner”.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three copies. One counterpart each has been delivered to Owner, Contractor and Consulting Engineer.

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

OWNER: *City of Wilson, NC* _____

CONTRACTOR: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT

1. I am over the age of 18 years old and of sound and competent mind.
2. I am a knowledgeable representative of _____, hereinafter the
“Company.”
3. If the Company has less than 25 eligible employees, it is not required to participate in the
E-Verify process.
4. If the Company has more than 25 eligible employees, the Company is required to
participate in the E-Verify process as written in Article 2 of Chapter 64 of the North
Carolina General Statutes.
5. If the Company has more than 25 eligible employees, the Company has retained all
verification records as required in Article 2 of Chapter 64 of the North Carolina General
Statutes.
6. The Company will make those records are available for review if requested by the City of
_____ in response to any awarded contract.
7. If the Company has more than 25 eligible employees, the Company has complied with all
applicable requirements of Article 2 of Chapter 64 of the North Carolina General
Statutes.
8. I have personal knowledge of all facts attested herein.
9. Affiant further saith not.

This the ____ day of _____, 2020

COMPANY: _____

Signature

Name, Title

NORTH CAROLINA
COUNTY OF _____

The person whose name appearing above appeared before me on the date listed above and displayed sufficient proof of identification and signed above affirming the statements contained herein.

Notary Signature

[Stamp]

Notary Printed Name

My Commission Expires: _____