

CITY OF WASHINGTON
INVITATION TO BID
FOR
Concrete Work At Sports Complex
WASHINGTON NC

1. INTRODUCTION

The City Of Washington is requesting quotes from qualified firms for the concrete sidewalks to be poured at the Sports Complex located at 101 Airport Road Washington NC 27889. The project scope is as enclosed. This is an informal bid and you do not have to be present at the time of the bid opening, however we will have a pre-bid meeting at 9:00 AM at the Sports Complex on Monday November 6TH 2017. All bidders are required to be at this meeting to review what work will need to be done and to have any questions answered. **The vendor should be able to complete this project in the allotted time frame of 11-01-17 – 03-01-18.**

Questions should be addressed to:

Mac Daniels
(252) 402-5226

2. GENERAL TERMS AND CONDITIONS

- 2.1 Submit the bids marked “Sports Complex Concrete”. Bids should be submitted to the City Of Washington, Attention: Jennifer Nelson, 203 Grimes Road Washington NC 27889 no later than 2:00PM on Monday November 20TH 2017 at which time they will be opened and made a part of the public record. The bid opening will be conducted in the Purchasing Agents Office located at 203 Grimes Road Washington NC 27889. Bidders are not required to be present at the time of the bid opening. Bids can be mailed, dropped by the office or emailed to Jnelson@washingtonnc.gov Bids must be submitted by the date and time stated or they will remain unopened. It is the responsibility of the bidder to ensure timely and correct delivery of the quote. A BID BOND is not required.
- 2.2 It shall be the bidder’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2.3 All quotes are subject to the provisions of terms and conditions specific to this invitation to bid, and the specifications.

- 2.4 Failure to sign will render bid invalid.
- 2.5 Unless otherwise indicated, the offer shall be valid for 45 days from the date of quote opening.
- 2.6 The City Of Washington reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a deviation from a non-statutory requirement or a specification, neither of which affect the amount of the bid. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired.** Reference to brand names is not intended to restrict the bidding, but to inform the bidder more clearly what is required for this project.
- 2.7 The City Of Washington will assume no responsibility for oral instruction, suggestion, or interpretation. Any question regarding the bid documents, and/or specifications shall be directed to Jennifer Nelson or Mac Daniels and any material change will be submitted to all bidders in a written addendum. Bidders must acknowledge receipt of addendum(s) by signing the appropriate form that will be included in the bid.
- 2.8 Modification of or corrections to quotes are not acceptable after bids have been closed. Erroneous bids may be reclaimed or superseded any time prior to bid opening time. Any new bid must be marked on the outside of the sealed envelope with the notation "Supersedes all previous submissions" or an email that references this.
- 2.9 Tabulations of quotes and award information are a matter of public record and are available upon request when accompanied by a stamped self-addressed envelope or can be emailed.
- 2.10 Awards shall be based on determination of the lowest responsive responsible bidder meeting specifications provided.
- 2.11 Historically Underutilized Business:
 Is your organization registered with HUB office?
 Yes _____ No _____
 Is your organization a minority Contractor, small Contractor, physically handicapped Contractor, a woman Contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled? Yes _____ No _____

MBE requirements and 5% goal also apply on informal contracts EXCEPT the Owner, not the bidder, has the responsibility to make a good faith effort to solicit minority bids to attain the goal. (GS 143-131(b)). Documentation and data on MBE participation is required for informal projects and must be reported upon project completion to the Department of Administration - HUB Office.

- 2.12 **Permit Fees:** The Contractor shall pay for all permits and fees. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this work.
- 2.13 **Performance and Payment Bonds** are not required.
- 2.14 **Insurance Provisions:**
 - a. **Worker's Compensation Insurance:** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$100,000 each accident, \$100,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit.
 - b. **Comprehensive General Liability:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or operations, independent contractors, products and/or completed operation, broad form property damage and SCU coverage, and a contractual liability endorsement.
 - c. **Business Auto Policy:** Shall have minimum limits of \$300,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
 - d. **Builder's Risk:** Contractor shall have all risk coverage with limits of insurance equal to 100% of the completed value of the materials being installed for the City of Washington.
- 2.15 **Termination of Contract:** The contract may be terminated by the City if (a) the Contractor fails to prosecute the work as directed within the time specified, (b) fails to perform the work in a manner satisfactory to the City, or (c) if the Contractor shall become insolvent or be declare bankrupt.

The City Of Washington shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same and if the Contractor within ten (10) days after such notice has not complied, the City Of Washington has full power and authority, without violating the contract to remove the work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable. All costs and charges incurred by the City, together with the completion of the project shall be deducted from any monies due or which may become due to the Contractor. If the expenses incurred are greater than the amount which would be payable to the Contractor, then the Contractor and the Surety shall be liable and shall pay the City the amount of said excess.

3. SUPPLEMENTARY GENERAL CONDITIONS:

- 3.1 Cleaning of Area: The Contractor at all times shall keep the premises free from an accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials and shall leave all surfaces “broom clean” or its equivalent.
- 3.2 Contractor shall provide any and all equipment deemed necessary to complete work intended.

4. CONTRACTOR SAFETY REQUIREMENTS:

- 4.1 Contractor is required to comply with all current NIOSH Safety and Health Standards that are applicable to the work being performed by the Contractor from the City Of Washington.
- 4.2 The City shall have the right but not the obligation to stop work if a condition is observed that is considered immediately dangerous to the life or health of a Contractor’s employee. The job shall be closed until the situation is corrected. The City’s representative shall attempt to first contact the person designated by the Contractor to handle questions or situations concerning safety. However, the City does not have to allow this situation to persist to satisfy any requirement to contact this person. The City shall not be liable for any expense or damages incurred by the Contractor due to job closure that is the result of a condition that is immediately dangerous to life and health.

5. **SITE SAFETY AUDIT:**

5.1 The City's Risk Manager or his/her designee shall have the right, but not the obligation, to periodically audit the Contractor's job site to ensure compliance with the provisions of this contract.

6. **ACCIDENT REPORTING REQUIREMENT:**

6.1 Accidents that occur on the job site of a Contractor working for the City shall be reported to the City's Risk Manager.

CONCRETE WORK AT SPORTS COMPLEX

SCOPE OF WORK:

- I. The work shall include the following but not limited to:
 1. Dig out dirt and haul away material.
 2. Provide material to form the sidewalks.
 3. Purchase concrete and finish the concrete per the drawing submitted in this RFQ.

- II. **DELIVERY, STORAGE AND HANDLING:**
 1. Products shall be delivered in manufacturer's original packaging or containers, undamaged and dry, with seals and labels intact and legible.
 2. Materials shall be stored for the project with weather protective covering and off the ground.
 3. Combustible materials shall be stored away from any ignition sources.

- III. **WARRANTY**
 1. Contractor shall stipulate his warranty for the work performed in this bid.

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EXCEPTIONS TO SPECIFICATION

Please provide detailed information for all exceptions and any substitutions.

COST /EXECUTION OF CONTRACT

By submitting this RFQ, the potential contractor certifies the following:

- ▶ RFQ, Hold Harmless Statement for the City and is signed by an authorized representative of the firm
- ▶ Can obtain insurance certificated as required in the specified length of time following the notice of award
- ▶ Cost and availability of all equipment, materials and supplies associated with performing the services described here in have been determined and included in the proposed cost.
- ▶ All labor cost, direct and indirect, have been determined and included in the proposed cost
- ▶ Contractor has inspected the sight and is familiar with all aspects of the project and the specifications required. If exceptions to the specifications exist, they must be clearly listed on page 7 – “Exceptions of Specifications.”

Therefore, in compliance with the Request for Quote, and subject to all conditions herein, the undersigned offers and agrees, if this RFQ is accepted within specified date from the date of opening.

Bidder: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax: _____ Cell: _____

The following if applicable:

Federal Employee Identification Number: _____

NC Contractor’s License Number: _____

Signed: _____ Title: _____

Typed or printed name: _____

Date: _____

