



**SINKHOLE REPAIRS AT VETERANS PARK SOCCER FIELDS**

**REQUEST FOR BIDS**

**FOR**

**NEW HANOVER COUNTY PARKS & GARDENS**

Bids will be received in the New Hanover County Finance Department, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 up to **10:00 AM EST, FRIDAY, SEPTEMBER 28, 2018.**

**NOTES:**

**THERE WILL BE NO PUBLIC BID OPENING.**

**SEALED BIDS ARE REQUIRED. PLEASE NOTE THE FOLLOWING ON YOUR SEALED BID ENVELOPE:**  
***“RFB-SINKHOLE REPAIRS AT VETERANS PARK SOCCER FIELDS”***

**SITE VISIT AT VETERANS PARK SOCCER FIELDS ON THURSDAY, 09/27/2018 AT 1:00 PM**

**QUESTIONS:**

**ALL QUESTIONS SHALL BE DIRECTED TO:**

**Tamara Matthews, Purchasing Agent**

**Phone: (910) 798-7402**

**FAX: (910) 798-7806**

**Email: [tmatthews@nhcgov.com](mailto:tmatthews@nhcgov.com)**

## **SECTION 1 - RFB INSTRUCTIONS AND SERVICE REQUIREMENTS**

### **Scope of Work**

This Request for Bid (RFB) is to secure a Contractor to provide multiple sinkhole repairs caused by Hurricane Florence at Veterans Park, located at 835 Halyburton Memorial Parkway, Wilmington, NC. There are approximately 16 sinkholes throughout the storm drainage piping that are in need of repairs. Contractor shall dig down to existing storm drain pipe and repair joints and sinkholes. Contractor shall also use hydraulic cement around pipe joints and wrap silt material around joints, and backfill areas and compact disturbed areas.

### **Preparation of Bid**

#### **1. Term of Service:**

The term of this agreement shall be from the date of the contract is executed until all repairs have been completed and approved by New Hanover County.

#### **2. Completion of Bid Form**

It is requested that your bid be on the Bid Form contained in this bid package. All prices and notations shall be written in ink or typed. Changes or corrections made on the bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

#### **3. Deviations**

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

#### **4. Submission of Bid**

Submit your bid by **10:00 A.M., FRIDAY, SEPTEMBER 28, 2018** to the following mailing address or email address:

New Hanover County Finance Office  
Attn: Tamara Matthews, Purchasing Agent  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

OR

Submit your sealed bid by email to: [tmatthews@nhcgov.com](mailto:tmatthews@nhcgov.com). Please include the following in your email subject line: **“RFB-SINKHOLE REPAIRS AT VETERANS PARK SOCCER FIELDS”**

**NOTE: Our preference is to receive your signed Bid Form by email.**

#### **5. Trade Secret Confidentiality**

This is an **RFB** and therefore, all bids received by the deadline will remain confidential until the Award is made and a Purchase Order is issued by the County. **After the award and issuance of the purchase order**, all bids are considered public record and available for public inspection. According

to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Contractor while attempting to maximize the availability of information to the public.

## **6. Late Bids**

Any bids received after the scheduled closing time for the receipt of bids will not be considered.

## **7. Withdrawal of Bids**

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids; however, no bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

## **8. Federal Taxes**

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

## **9. North Carolina Sales Tax**

If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. County will pay North Carolina sales tax over and above bid prices when invoiced.

## **10. Price**

Bidder shall guarantee the prices quoted against any increase for whatever delivery date is specified and contract period required. Bidders shall submit bids on a fixed price, and contract shall be awarded on this basis.

## **11. Responsibility of Compliance with Legal Requirements**

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

## **12. Addendum**

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be emailed to all bidders who are listed with the Finance Office as having received the bid package and posted to the County's website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>. The addendum will appear under the advertisement.

## **13. Compliance with Bid Requirements**

A. New Hanover County and bidder acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award. All prospective contractors shall comply with all

federal laws, regulations, executive orders, FEMA requirements, and terms and conditions of the funding award.

- B. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. New Hanover County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should New Hanover County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

#### **14. Right to Reject Bids**

The County reserves the right to reject any or all bids and to award bid to one or more bidders.

#### **15. Fees**

All fees must be quoted in bid. Any fee not quoted in bid shall not be paid by the County.

#### **16. Experience**

Bidder must be able to demonstrate to the satisfaction of the County the bidder's ability to provide the required services.

#### **17. Award**

An award resulting from this RFB shall be awarded to the responsive and responsible Bidder whose bid is determined to be most advantageous to the County taking into consideration price and other factors; however, the right is reserved to reject any and all bids received and in all cases, the County will be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements of this RFB.

#### **18. Insurance Requirements**

Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in the Minimum Scope and Limits of Insurance. 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.

##### **Minimum Scope and Limits of Insurance**

##### **A. Commercial General Liability**

1. Contractor 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.

2. 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).
3. 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. The coverage shall contain no special limitations on the scope of protection afforded to New Hanover County, its officers, officials, agents, and employees.
4. The status of New Hanover County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to New Hanover County.
5. 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.
6. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of the contractor's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least six (3) years following substantial completion of the work.
7. The contractor'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 contractor's insurance.

#### **B. Workers' Compensation and Employer's Liability**

1. Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

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

### **C. Business Auto Liability**

1. Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. 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.

### **D. Deductibles and Self-Insured Retentions**

1. 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.
2. The Contractor 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.

### **2. Miscellaneous Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies listed in Section I. shall not affect coverage provided to New Hanover County its officers, officials, and employees.
2. 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.
3. If Contractor'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.

### **3. 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.

#### **4. Evidence of Insurance**

1. The Contractor 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.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section I.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to New Hanover County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

#### **5. Subcontractors**

Contractor 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.

#### **6. Conditions**

1. The insurance required for this contract must be on forms acceptable to New Hanover County.
2. 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.
3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in the Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.
4. The Contractor 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.
5. New Hanover County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6. Failure of New Hanover County to demand a Certificate of Insurance 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.
7. By requiring insurance herein, New Hanover County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to New Hanover County in this contract.
8. If Contractor 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 Contractor's expense.
9. The Contractor or his engineer may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
10. New Hanover County shall have the right, but not the obligation of prohibiting Contractor 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.

## **19. Indemnify and Hold Harmless**

Bidder shall indemnify and hold New Hanover County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Bidder hereunder, resulting from the negligence of or the willful act or omission of Bidder, his agents, employees, and subcontractors.

## **20. 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 Bidder agrees 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 Bidder 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.

Pursuant to N.C.G.S. 143-48, 143-128.4, 2 C.FR. §200.231, and Executive Order #13, New Hanover County invites and encourages participation in this Request for Bids by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at [www.doa.nc.gov/hub](http://www.doa.nc.gov/hub).

**21. Federal Funds:** If the source of funds for this contract is federal funds, the following federal provisions



apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

- 22.** By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) will not benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by New Hanover County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

**23. E-Verify Compliance**

Pursuant to S.L. 2015-294, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors

**24. Protests and Disputes**

Bid protests and disputes will be in accordance with the New Hanover County Bid Procedures.

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**SECTION 2-BID FORM**

**RFB – SINKHOLE REPAIRS AT VETERANS PARK SOCCER FIELDS**

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

**Please type or print your information clearly below.**

**I agree to complete the Scope of Work identified in this RFB for \$ \_\_\_\_\_.**

**BIDDER CONTACT INFORMATION:**

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

**BIDDER’S SIGNATURE SECTION:**

\_\_\_\_\_  
**Authorized Signature**                      **Title**                      **Date**

**BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**