

INVITATION FOR INFORMAL BID

P.O Box 7207 | Greenville, NC 27835-7207 | tel 252-329- 4567 | fax 252-329-5062 | ww.greenvillenc.gov

H. BOYD LEE PARK PARK ENTRANCE REALIGNMENT

The City of Greenville Recreation and Parks Department will receive informal bid proposals for the entrance realignment at H. Boyd Lee Park, 5184 Corey Road, Greenville, NC 27834. Companies that are interested in providing the required services are invited to submit a proposal, to Lamarco M. Morrison, Parks Planner, at the Recreation and Parks Administration Office, 2000 Cedar Lane, Greenville, NC 27858. All bid proposals must be received on or before **2:00 pm local time on Monday September 21, 2015**. No bid proposal package will be accepted after this deadline. Each company is solely responsible for the timely delivery of its bid proposal. Companies accept all risks of late delivery regardless of fault.

The words *Bids Enclosed, Entrance Realignment* and the name *Lamarco M. Morrison* should appear on the outside of the sealed envelope. All bids will be marked with the date and time they are received by staff. Bids will be opened and evaluated and a bid tabulation will be available upon request once the contract is awarded to the successful bidder.

No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be in writing to the attention of *Lamarco M. Morrison, Parks Planner*. Any bid submitted will be binding for 60 days after the bid opening.

The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

The City reserves the right to reject any or all bid proposals received. For further information contact Lamarco Morrison at (252) 329-4242.

Project: Park Entrance Realignment at H. Boyd Lee Park

Scope of Work:

In general, the project shall consist of the realignment of the existing driveway, and the installation of curb and gutter, riprap, concrete sidewalk with handicap ramp, and drainage pipe installation. The scope of work contained herein represents the minimum specifications and description of work.

Provide all materials, layout, staking and labor to install asphalt paved drive way entrance at H. Boyd Lee Park, as shown in the Sketch Plans on Exhibit – A.

General Notes:

- 1). Demolition, site preparation, excavation, and grading are required for the construction of the driveway realignment. Grading for sidewalks shall not exceed 5% or have a cross slope that exceeds 2%. The Contractor is responsible for verifying all grades for estimating cut and fill.
- 2). The exact location of all existing utilities shall be verified in the field by the Contract. Care shall be taken to protect any utilities that are to remain and all construction shall be coordinated with the appropriate utility company / agency. Any damage or relocation shall be done by local standards at the contractor's expense. Contractor shall have all utilities located prior to any construction activity. Existing utility service must be maintained to all site features.
- 3). Contractor shall take the necessary precautions as to protect the existing elements and amenities to remain. The contractor shall protect all adjacent property and make necessary repairs for any damage at no expense to the City.
- 4). Transition between existing pavement and proposed pavements shall be smooth in both horizontal and vertical alignment. Field adjustments may be necessary.

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Instructions To Bidders:

- 1). Bids will be received for Single Prime Contract. All proposals shall be for lump sum. It is the intent of the City to award this bid to the lowest responsive and responsible bidder. It is expressly understood by the bidders that written notice of award and/or receipt of a purchase order will constitute an agreement between the City and the contractor and shall serve together with the proposal, scope of work, and instruction contained herein as the entire form of contract.
- 2). Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain. **A Non-Collusion Affidavit is attached herein and is required to be submitted as part of the bid proposal.**
- 3). All bids submitted must be on the blank proposal forms herein provided and prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern.
- 4). The bidder is hereby directed NOT to include the N.C. Sales Tax in the bid total. The successful bidder to whom the award is made will be required to submit a sworn statement on the first day of each month itemizing the purchases and taxes paid thereon and certifying that the articles purchased were used in work performed for the City of Greenville. The N.C. Sales and Use Tax so itemized will be made a part of the monthly estimate. A sample form which must be followed to qualify for these payments to Sales and Use Tax is shown in the Contract Documents.
- 5). **The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.**
- 6). The contractor shall furnish all materials, labor, equipment, supervision, tools, machinery etc. for complete construction of projects in accordance with plans and specifications of the City of Greenville. The contractor will perform, or have performed all necessary site layout (both lines and grades) for construction.
- 7). The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
- 8). Contractor shall be familiar with existing site conditions and familiarize themselves with the site prior to construction. No adjustment in the contract will considered after the bid is accepted.

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- 9). Except to the extent allowed by statute, bids shall not be withdrawn and bids shall remain subject to acceptance by the City for a period of 60 days.
- 10). Contractor shall be familiar with the site and check all final dimensions on the ground prior to construction activities. Notify the City immediately of discrepancies from the plans. The site layout shall be based on the dimensions and other information shown. Minor adjustments to layout, approved by the Manger, may be needed in the field to achieve the desired alignment with existing features that are to remain. A site visit is highly encouraged.
- 11). The bidder to whom the contract is awarded shall have or obtain a current City of Greenville Business License before commencing work. A copy of the contractor's business license, W9 Form and insurance certificates must be submitted once the contract has been awarded.
- 12). Bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same accordance with specifications. The omission of prices upon any item for which bids are asked or the tendering of any unbalanced bid will be the cause of rejection of the bid submitted.
- 13). The contractor (s) to whom the award is made must carry insurance in the amounts and types outlines in the Insurance Requirements section of this document. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having BEST rating of A or better. Insurance shall be evidenced by a certificate:
 - Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 - Certificates should be addressed to:
City of Greenville, North Carolina
Attn: Lamarco Morrison
P.O. Box 7207
Greenville, NC 27835

The traditional certificate form will remain as evidence of insurance coverage but this will no longer suffice to document that the City is an additional insured, even if the certificate so states. In order to comply with the with the additional insured requirements, contractors will need to carry one of two types of additional insured endorsements to the policy:

- Option 1 - A specific additional insured **endorsement** to make the City of Greenville, NC an additional insured for the purpose of the contract, or
- Option 2 - A blanket additional insured **endorsement** to cover all companies (including the City of Greenville, NC) that require additional insured protection.

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If a contractor chooses Option 1, the specific endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- An **original** of the endorsement to effect the additional coverage.

If a contractor chooses Option 2, the blanket endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- Statements by the agent on the certificate of insurance that:
 - The general liability policy includes a blanket additional insured endorsement showing the endorsement form number, and
 - The City is an additional insured.

14)

Indemnification.

- a) To the maximum extent allowed by law, Contractor shall indemnify and save harmless Indemnities from and against all charges that arise in any manner from, in connection with, or out of this contract (including, but not limited to, charges that arise as a result of acts or omissions of Contractor, Indemnities, or any other person, firm or corporation). In performing its duties under this subsection “a”, Contractor shall at its sole expense defend Indemnities with legal council reasonably acceptable to the City of Greenville (“City”).
- b) Definitions. As used in subsections “a” above and “c” below – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, and expenses (including interest and reasonable attorney’s fees assessed as part of any such item); “Contractor” means all parties to this contract other than City; and “Indemnities” means City and its officers, officials, independent contractors, agents, and employees.
- c) Limitation of Contractor’s Obligation. If this is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road appurtenance or appliance, including moving, demolition and excavating therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless the City, its independent contractors, agents, employees, or indemnities against liability for damages arising out of bodily injury to persons or damage to property proximity caused by or resulting from the negligence, in whole or in part, or the City, its independent contractors, agents, employees, or indemnities.

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To: All Bidders

From: Lamarco M. Morrison, Parks Planner

Re: Non-Collusion Affidavit

Date: September 11, 2015

All respondents to invitation to bid must complete the following non-collusion affidavit for all bids.

The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

Date: _____

(USE THIS FORM ONLY)

SUBMIT PROPOSALS IN CARE OF:

Recreation and Parks Department
Attn: Lamarco M. Morrison
City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRM NAME _____

DATE: _____

PROPOSAL: H. Boyd Lee Park Entrance Realignment

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, 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 respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for 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.

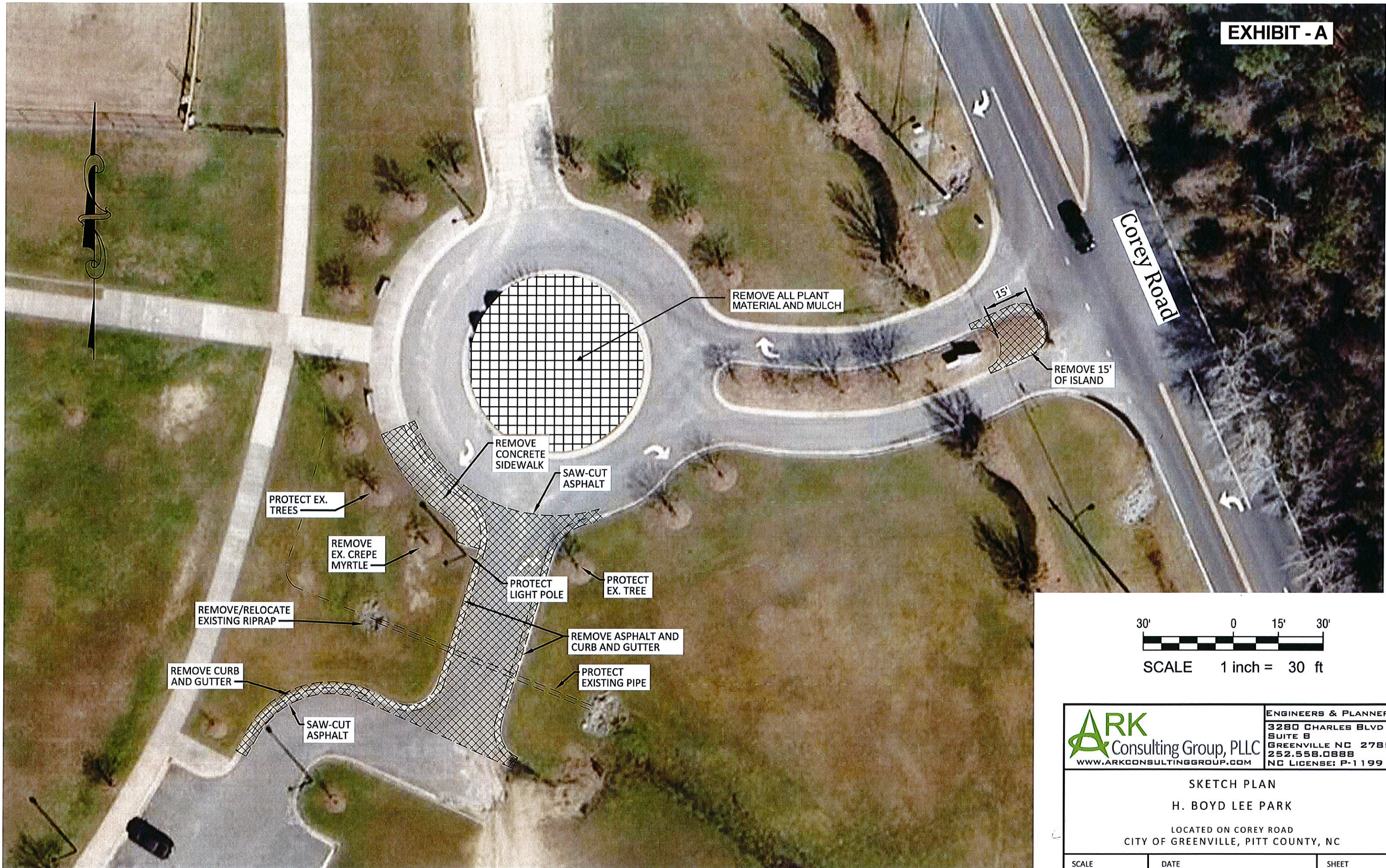
Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Base Bid shall not include any state or local sales tax. Such tax shall be accounted for separately and will be reimbursed from a separate source.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 101 City Hall Plaza, Greenville, NC 27701, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **H. Boyd Lee Park Entrance Realignment**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows:

Base Bid:

(\$ _____) _____ dollars



REMOVE ALL PLANT MATERIAL AND MULCH

REMOVE 15' OF ISLAND

REMOVE CONCRETE SIDEWALK

SAW-CUT ASPHALT

PROTECT EX. TREES

REMOVE EX. CREPE MYRTLE

PROTECT LIGHT POLE

PROTECT EX. TREE

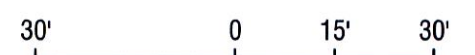
REMOVE/RELOCATE EXISTING RIPRAP

REMOVE ASPHALT AND CURB AND GUTTER

REMOVE CURB AND GUTTER

PROTECT EXISTING PIPE

SAW-CUT ASPHALT



SCALE 1 inch = 30 ft

ARK Consulting Group, PLLC
WWW.ARKCONSULTINGGROUP.COM

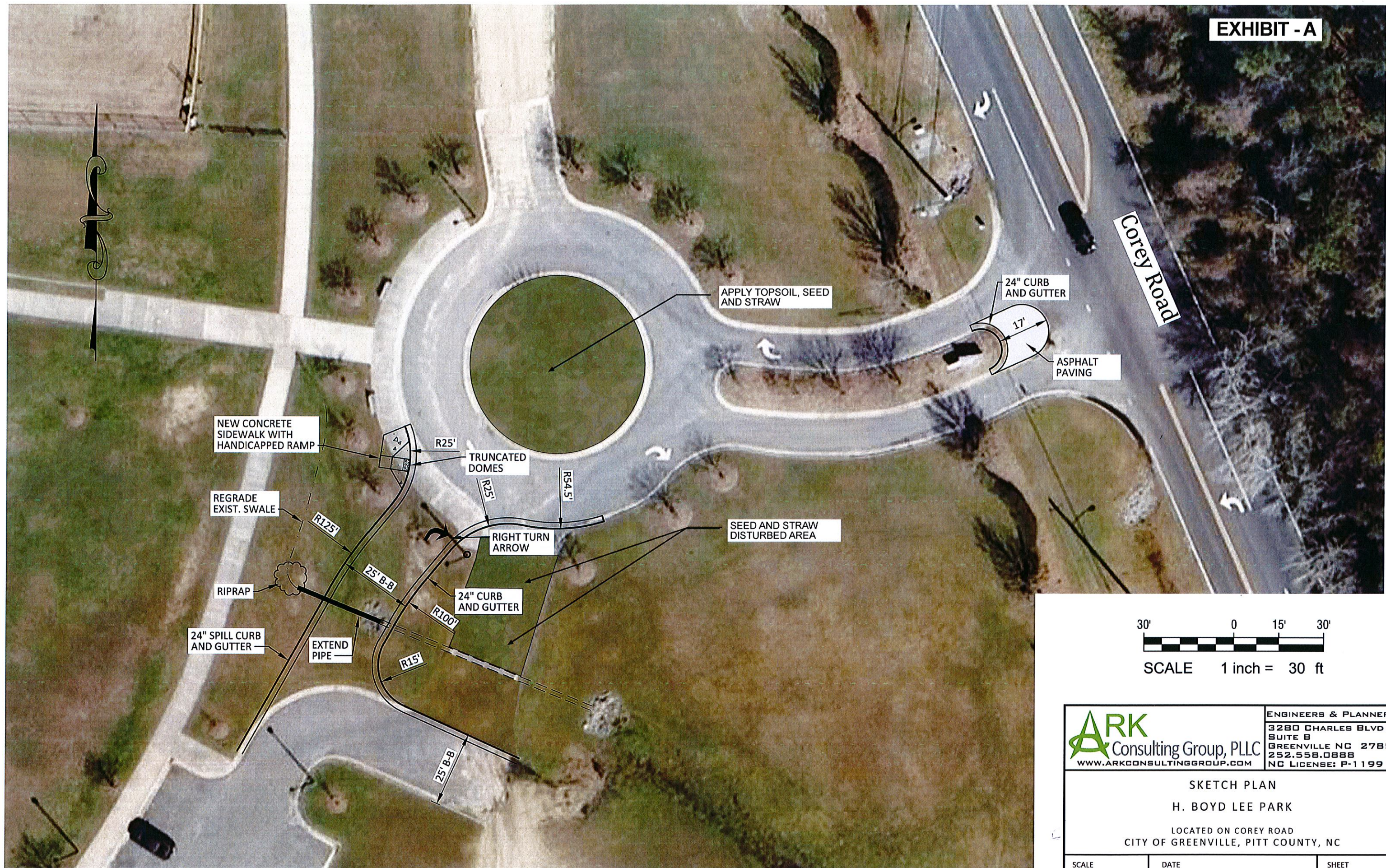
ENGINEERS & PLANNERS
3280 CHARLES BLVD
SUITE B
GREENVILLE NC 27858
252.558.0888
NC LICENSE: P-1199

SKETCH PLAN
H. BOYD LEE PARK
LOCATED ON COREY ROAD
CITY OF GREENVILLE, PITT COUNTY, NC

SCALE
1" = 30'

DATE
08-31-2015

SHEET
1 of 2



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 WWW.ARKCONSULTINGGROUP.COM

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SKETCH PLAN
 H. BOYD LEE PARK
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