

**PAMLICO COUNTY
AND
PAMLICO SOIL AND WATER
CONSERVATION DISTRICT
2021**

Pamlico County SWCD

13724 Hwy 55E

Bayboro, North Carolina

28515

(252) 745-5064 x3 (Office)

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Natural Resource Conservationist

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June 18, 2021

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SOLICITATION OF PROPOSALS
County of Pamlico
Pamlico Soil and Water Conservation District
2021

Sealed proposals will be received by The County of Pamlico, Bayboro, North Carolina in the County Offices until 12:00 P.M. local time on the 30th day of August, 2021 and immediately thereafter opened and read for furnishing of labor, materials, and equipment for emergency repairs, hazardous debris removal and grade stabilization services . Proposals must be enclosed in a sealed envelope addressed to the Pamlico SWCD, 13724 Hwy 55E, Bayboro, North Carolina 28515. The outside of the envelope must be marked "**PROPOSAL FOR EWP- 5038 - Longleaf**". All proposals must be made on the blank forms provided for that purpose. The name, address, and license number of the bidder shall be plainly marked on the outside of the sealed envelope.

The work will consist of the following major items:

- A. Mobilization/Demobilization for work associated with grade stabilization of a drainage ditch.
- B. Clearing and grubbing
- C. Earthfill
- D. Seeding and mulching
- E. Placement of Class B Rip Rap

All contractors are hereby notified that they must have proper licenses under the state laws governing their respective trades and have experience in performing the type of work specified.

Each proposal shall be accompanied by a cash deposit, certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation of an amount equal to not less than 5% of the proposal or in lieu thereof a bidder may offer a bid bond of 5% of the bid executed by a Surety Company licensed under the laws of North Carolina to execute such bonds conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond and upon failure to forthwith make the surety shall pay to the obligee an amount equal to double the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within 10 days after the award or to give satisfactory surety as required by law.

Performance and Payment Bonds will be required for one-hundred percent (100%) of the contract price if the contract price exceeds fifteen thousand dollars.

Payment will be made on the basis of ninety percent (90%) of the monthly estimates and final payment made upon completion and acceptance of the work. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days.

The Owner encourages Historically Underutilized Business to bid on this project.

The Owner reserves the right to reject any or all bids and to waive informalities.

County of Pamlico

Timothy A. Buck
Pamlico County Manager

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

Proposals must be made in strict accordance with the "Form of Proposals" provided therefore, must not be detached from these documents and all blank spaces for bids and alternates properly filled in. Numbers shall be stated both in writing and in figures and the complete form shall be without any lineations, alterations, or erasures. In accepting the proposal the Owner will assume that no such alterations have been made and if they appear afterwards, they shall not be binding upon either of them.

The Contractor shall fill in the Form of Proposal as follows:

(a) If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

(b) If the documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the name of the partner executing them.

(c) If the documents are executed on the part of a corporation, they shall be executed by either the President and Secretary or the Vice-President and Secretary and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be attached to each copy of the documents.

Proposals shall be addressed as indicated in the Solicitation of Proposals and shall be delivered enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the bidder's license number.

Modifications of bids will be acceptable only if delivered in writing to the place of the bid opening prior to the time for opening bids. Should the bidder find discrepancies in or omissions from the documents or should be in doubt as to their meaning, he shall at once notify the Director of Public Services who will send a written instruction to all bidders. The Director of Public Services will be responsible for any oral instructions. If plans and specifications are found to disagree after contract is awarded the Director of Public Services shall be the judge as to which was intended.

2. BID SECURITY

Each proposal shall be accompanied by a cash deposit, or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an

amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law.

Bid bond shall be conditioned that the Surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the Surety shall pay the obligee an amount equal to double the amount of said bond. Standard form of bid bond is included in these specifications.

3. BULLETINS AND ADDENDA

Any bulletins or addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. Receipt of addenda shall be acknowledged by the bidder on the proposal form.

4. AWARD OF CONTRACT

The award of the contract will be made to the lowest responsible bidder as soon as practicable; provided that in the selection of equipment or materials a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident. The Owner reserves the right to reject any or all bids.

Before awarding contract the Owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following documentary data:

(1) A financial statement showing assets and liabilities of the company current to date within 30 days of the date of opening bids or other information satisfactory to the Owner.

(2) A listing of not less than three (3) completed projects of similar scope and nature.

(3) Permanent name and address of place of business.

(4) The number of regular employees of the organization and length of time the organization has been in business under the present name.

(5) The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.

(6) The names of members of the firm who hold appropriate trade licenses, together with license numbers.

Should the Owner adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above information furnished, said apparent low bidder will be so notified and his bid security shall be returned to him without prejudice.

5. PERFORMANCE BOND

The contractor shall furnish a surety bond executed on the form bound herein by a surety company duly authorized to do business in North Carolina in an amount at least equal to one hundred percent (100%) of the contract price, as security for the proper completion of all portions of the work including the warranty period in connection with this contract if the total bid for the work exceeds \$15,000.00.

6. PAYMENT BOND

The contractor shall furnish a surety bond executed on the form bound herein by a surety company duly authorized to do business in North Carolina in an amount at least equal to one hundred percent (100%) of the contract price, as security for the payments of all persons performing labor and furnishing materials in connection with this contract if the total bid for the work exceeds \$15,000.00.

7. EXAMINATION OF CONDITIONS

The submission of a bid will assume that the contractor has fully examined the site and knows existing conditions and has made every provision for operation under existing conditions and has included all necessary items.

8. PAYMENTS

Payment shall be made on a basis of ninety percent (90%) of monthly estimated cost of labor and materials, including freight or hauling on receipted bills. The contract payment shall be due and payable within ten (10) days after the contractor's invoice has been certified for payment by the Director of Public Services, the balance to be paid upon completion and acceptance of the job. Total payment shall not exceed ninety percent (90%) of material and labor performed at any time and shall not exceed ninety percent (90%) of the total contract. Final payment shall be made to the contractor within thirty (30) days after all work has been finally completed. Acceptance of the completed job shall be made by the Director of Public Services. Monthly invoices shall be forwarded to the Director of Public Services not later than the 5th day of the month following in order to receive consideration.

9. BIDS TO BE RETAINED

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days pending the execution of a contract by the successful bidder. Should the successful bidder default and not execute a contract, then if the next low bidder be in line, the contract would be offered to the next lowest and responsible bidder.

10. LAWS & REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

PROPOSAL

The undersigned bidder proposes and agrees that if this proposal is accepted to contract with The County of Pamlico in the form of contract specified to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, labor and other facilities necessary to complete the **Longleaf Project**. To the entire satisfaction of the County of Pamlico with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions of the Specifications; and further agrees to accept in full compensation therefore the prices named in the attached and initialed schedules and, except as otherwise provided in the Contract and Specifications, such prices only.

It is understood that the approximate quantities shown in the attached schedules are solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown herein.

The undersigned, as a bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are names 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 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.

The owner reserves the right to reject any and all bids.

BID SCHEDULE

Bidder shall submit bids for each numbered item or optional item shown. Bidder agrees to perform all the work in this contract for the following unit prices:

BID SCHEDULE						
HAZARDOUS DEBRIS REMOVAL/GRADE STABILIZATION 2 SITES NRCS EWP Program-Event 5038 Pamlico County, NC 2021 Construction Period						
DSR No. 37-03-18-5038-377						
Pamlico County:						
Sites; 229 & 247 Longleaf Drive, New Bern, NC 28560						
Item		Spec			Unit	
No.	Description of Work	No.	Quantity	Unit	Price	Extended Amount
1	Mobilization/Demobilization	8	1	DSR	\$	\$
	*Written Amount: Unit Price & Extended				*	*
2	Clearing & Grubbing	2	62	TONS	\$	\$
	*Written Amount: Unit Price & Extended				*	*
3	Earthfill	23	140	CYS	\$	\$
	*Written Amount: Unit Price & Extended				*	*
4	Seeding/Mulching/Groundcover	6	1000	SF	\$	\$
	*Written Amount: Unit Price & Extended				*	*
5	Class B Rip Rap	N/A	225	Tons	\$	\$
	*Written Amount: Unit Price & Extended				*	*
EXTENDED TOTAL=					\$ _____	
					Written Amount:	_____

The bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written order of the Engineer and shall fully complete all work there under within 60 consecutive calendar days from and including said date.

The undersigned acknowledges receipt of the following ADDENDA to the Drawings and/or Specifications.

Addendum No. _____ Dated _____

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's Account set aside for this project, as liquidated damages for such failure; otherwise the check, cash, or bid bond accompanying this proposal shall be returned to the undersigned.

Submitted this ___ day of _____, 2021.

Name of bidder/corporation/firm/individual

Signature of Officer/Individual - Title

License No. Business Address of Corp./Firm/Individual

Telephone No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE, as Principal, and

as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto as Obligee, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

SIGNED, sealed and dated this ___ day of _____, 20_.

WHEREAS, the said Principal is herewith submitting

proposal for _____ and the Principal desire to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

NOW THEREFORE, the condition of the above obligation is such, that the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten (10) days after the award of same to the Principal, then this obligation shall be null and void; and if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the obligee an amount equal to double the amount of this bid bond as set forth in the first paragraph hereof.

_____ SEAL

Attach power of Attorney

ATTACHMENT A;

General Conditions and Contractor Certifications in Compliance

with

**2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards**