

REQUEST FOR PROPOSAL
(RFP# - 19-4600126)
TOWN OF KNIGHTDALE
SITWORK PROPOSALS FOR NEW PW FACILITY
08/01/18

The Town of Knightdale invites offers for sealed Single Prime Contractor turnkey site work proposals to be received until **September 07, 2018** at **12:00** pm, at the Town of Knightdale, 950 Steeple Square Ct., Knightdale, North Carolina 27545. Submission shall be sealed & hand-delivered to the customer service area of Town Hall, located at 950 Steeple Square Ct, Knightdale NC 27545, before the deadline stated above.

Bidder hereby proposes to furnish all materials, tool, machinery, equipment, apparatus, labor, and all means necessary to perform all work in connection with the turnkey site work as per design in the preliminary bid plan set from Enoch Engineers, PA in accordance with this Request for Proposal and at the prices stated hereinafter.

A **non-mandatory** Pre-Bid Conference will be held at the site location 1102 Great Falls Court, Knightdale NC at 10am Wednesday 08-August. The purpose of this meeting is to offer an opportunity for respective bidders to familiarize themselves with the site and ask questions pertaining to the site and Contract Documents.

The undersigned has carefully examined the site of this work, and has informed him/herself fully in respect of the conditions of the place where the work is to be performed, and has examined the scope of work and any general or special condition relating thereto.

Bidding and Award of Contract

The Town of Knightdale expects this project to classify in the Informal Bid Range, pursuant to N.C.G.S. 143-131. The contract will be awarded to the “lowest responsible bidder, taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract”. Town of Knightdale will evaluate individual submittals in context of the Respondent’s overall capabilities, experience and the information provided in each response. Consideration will be given to only those quotes received from contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to similar projects of comparable magnitude and scope.

In addition to the total overall contracted scope bid amount, all proposals shall include and will be evaluated on the following criteria listed (not necessarily in order of importance):

- Completed projects of similar scope
- Reference contact reports – Quality and completeness of finished deliverables
- Value Engineering Opportunities

The Town expects this project will be bid in the informal range, further, the Town reserves the right to reject any and all offers and to waive informalities or technicalities as it may deem to be in its best interest. In the event that the total cost of this project exceeds the informal bid threshold, the Town will reject all bids and rebid the project under formal bidding procedures.

SCOPE AND SERVICES TO BE PERFORMED

Provide all labor, materials, equipment and supplies to complete tasks related to site and utility work, in a turnkey manner, in accordance with the designed plans to create a “pad ready” building site for the new Knightdale Public Works Facility located at 1102 Great Falls Court, Knightdale NC 27545.

The RFP Coordinator for this project is listed below:

Phillip Bunton
Director, Public Works
950 Steeple Square Ct
Knightdale, NC 27545
919.217.2250

Phillip.bunton@knightdalenc.gov

The scope of work for this project is as detailed in official bid plan set dated 26-July 2018. ***Plans may be requested via email from the RFP Coordinator, or may be viewed at Town Hall during the period when the RFQ is open.***

Please note that the Town is seeking “turn-key” contractors to manage and perform all aspects of this project including, but not limited to; clearing, grading, temporary erosion control measures, storm water utilities, utility connections, and fine grading for building site. The “Base Bid” amount should be inclusive of all activities and materials. Contractors may choose to offer a bid on alternate items or choose not to provide service.

The Town of Knightdale will provide and pay for Grading Permits as applicable for this project. Further, the Town will provide the staking package for the project, however prospective bidders may include a bid for these services in the Alternates section of the bid form.

The Town will provide third party geotechnical engineering services to perform inspection and testing for this project. Contractor will provide scheduling and project management to include and inform the Town's representative engineering firm regarding scheduling of tasks.

TERMS AND CONDITIONS

All terms and conditions regarding this request for proposals shall follow the Town’s applicable policies & procedures.

1. Duration

Upon selection, the Contractor and the Town of Knightdale will develop and execute an contract that will serve as guidance for this Project. That document, along with this document and the Contractor’s bid submission will govern project duration and invoicing requirements. The Town seeks for the Contractor to be substantially complete 90 days from notice to proceed.

2. Suspension of Work

The Town may notify the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period as the Town may determine to be appropriate for the convenience of the Town of Knightdale, or for noncompliance.

3. Insurance

a. The contractor to whom the award is made shall maintain insurance not less than the following

<u>Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$ 500,000
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

b. The Town shall be named as an **additional insured** and the statement should read “Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate.”

c. Worker’s Compensation Insurance:

- Covering Statutory benefits;
- Covering employees; covering principals, partners; officers, and relatives (who work on this contract)
- Employers’ liability, any limit

d. Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A or better

e. Insurance shall be evidenced by a certificate:

- Providing notice to the Town of not less than 30 days prior to cancellation or reduction of coverage
- Certificates can be addressed to:

Town of Knightdale
Attention: Brent Quick
950 Steeple Square Ct.
Knightdale, NC 27545

Prior to execution of a contract, the successful bidder will be required to provide a copy of its current Certificate of Insurance and including those subcontractors subject to licensing. Certificates copies can be emailed to brent.quick@knightdalenc.gov or attached to your proposal.

- f.** Both the insurance certificate and the additional insured endorsement must be originals and must be received and approved by the Town of Knightdale before the Contractor can begin any work under this contract.

4. EEO Provisions

During the performance of this Contract, the Contractor agrees as follows:

- a.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b.** The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c.** The Contractor shall send a copy of EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.

- d. In the event of the Contractor's noncompliance with these EEO provisions, the Town may cancel, terminate, or suspend this contract, in whole or in part, and the Town may declare the Contractor ineligible for further Town contracts.
- e. Unless exempted by the Town Council of the Town of Knightdale, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

5. HUB Participation

The Town of Knightdale opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force as subcontractors and vendors under Town contracts. The HUB participation goal for this project is 10%.

6. Payment

Contractor shall submit all invoices in a standard AIA form 702 and 703 detailed by Division. The Town of Knightdale will review and approve all invoices provided by contractor prior to payment. The contractor will submit each invoice for services performed to the Town of Knightdale Finance Department, at 950 Steeple Square Ct, Knightdale NC 27545 via email to accountspayable@knightdalenc.gov by the 25th of each month.

7. Departure from Scope or Change Orders

The contractor shall not deviate from written scope without authorization from the Town of Knightdale's assigned project manager. All change orders must be received and approved in writing. Depending upon the extent, the Town may require a separate invoice from the original contract invoice, regardless all changes to scope and or price should be clearly delineated on the contractors invoice. Services or materials that are not listed in this contract shall be deemed additional services. Materials, additional costs, and scheduling will be negotiated between the contractor and the Town. Any modifications, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

CREDIT FOR WORK DELETED: Should any work be deleted from Contract by order of Town, full cost savings will be credited to Town.

8. Work Inspection

The Town expects to have considerable contact with the subcontractor during the execution of this project. Further, the Town will randomly inspect the work being performed. If the Town is dissatisfied with the work, the contractor will be notified via telephone immediately. Upon such notification, the contractor has 48 hours to correct the issue.

9. Materials, supplies, and equipment

Contractor shall furnish all labor, materials, equipment and supplies necessary to perform the scope of work outlined in this contract.

10. Dress and Conduct

Due to many facilities being open and accessible to the Public, the contractor's staff shall dress accordingly as per OSHA Guidelines in order to present a professional image at all times. Contractor's employees and subcontractor's employees will conduct themselves in a professional manner. Loud music or excessive verbal noise (yelling, cursing, whistling, etc.) will not be tolerated. Contractors will ensure the job site is kept clean and safe at all times.

11. Permits, Certifications, Licenses

- a. The contractor and its subcontractors shall maintain all permits, certifications or licenses required by the State of North Carolina in order to provide contract services.
- b. The contractor shall promptly provide proof of certification or licensure upon request from the Town.
- c. Any and all chemicals used by the contractor must have a copy of the MSDS on site.

12. Safety

The contractor during the performance of this contract shall:

- a. Be responsible for the provision of competency and safety during all aspects of fulfilling this contract.
- b. Comply with applicable OSHA standards
- c. Not expose any Town of Knightdale employee, location visitor/user or the general public to any unnecessary unsafe condition
- d. Be responsible for providing their employees use all necessary safety and personal protective equipment
- e. Be responsible for the safe operation and associated maintenance of equipment.
- f. Notify the Town's Public Works Department of any damages to the Town's property or property of others who are visitors on Town property. Report all injuries sustained on Town property by employees or the general public to the Town's Public Works Director at (919) 217-2250 or in writing to Phillip.Bunton@knightdalenc.gov.

- g.** The Town retains the right to stop contractor or the contractor's employees from working to the extent necessary to protect Town employees or the public's safety.

13. Damages

- a.** The contractor shall be responsible for any and all damages attributable to the contractor or their employees. This will include, but is not limited to, the improper performance of work by any employee or agent of the contractor for damages caused by that contractor or agent.
- b.** The contractor shall be responsible to report all contractor attributable damages to the Public Works Department within 24 hours of the incident.
- c.** The primary objective in handling contractor damages shall be the timely and competent repair of property to conditions as close to pre-existing conditions as possible. All repairs shall be approved by the Town of Knightdale (or designee) and performed without charge to the Town.
- d.** The Town retains the right to correct unacceptable work performed by the contractor and to charge associated costs to the contractor. Time will be billed at an average rate of pay for a Town employee.
- e.** In cases where repair is not possible or pre-existing conditions cannot be reasonably attained, the Town retains the right to assess damages by appropriate methods and to charge the value of those damages back to the contractor.
- f.** The contractor shall not be responsible for damages that are not attributable to the contractor such as vandalism or acts of natural disaster.

14. Communications

- a.** The contractor shall be responsible to designate an individual to be a company liaison to provide information to the Town of Knightdale.
- b.** The contractor will provide both an office number and an emergency contact number.

15. Responsibility for Costs

- a.** The Respondent shall be fully responsible for all costs incurred in the development and submission of this submittal. Submittal documents should be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the request. Emphasis should be placed on completeness and clarity of content. Selected respondents may be asked to present in person the substance of their response to Town staff if necessary. All costs of such presentations shall be borne solely by the respondents.

16. Bid Bond

- a. The Town will not require a bid bond provided the total project cost does not exceed the informal bidding threshold of \$500,000.00

17. Performance Bond

- a. The Town requests a Performance Bond in the amount of the total contract for this project.

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BID SUBMITTAL FORM

Contractor Name:	
Address:	
Phone:	
Fax:	
Name/Title of person submitting bid:	
GC License:	

BASE BID

Site work and utilities to create a pad ready building site as per plans dated 26-July 2018 provided by Enoch Engineers.

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named 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, including addenda, if any, 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 Bidder proposes and agrees if this Proposal is accepted to contract with the Town of Knightdale with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

Base Bid _____
_____ Dollars

(\$_____).

ALLOWANCES/UNIT PRICING:

The Contractor shall make the following allowances in the Contract Sum, all in accordance with the Contract Documents. All Allowances include tax and delivery only. All labor, installation, profit and overhead and related work shall be included in the base bid.

1. Permit/Plan Revisions
 - a. \$1000 to be included in Base Bid
2. Trench Rock
 - a. 50 cu. yd. at _\$_____ (unit price) for labor, equipment and disposal to be included in Base Bid
3. Mass Rock
 - a. 100 cu. yd. at _\$_____ (unit price) for labor, equipment and disposal to be included in Base Bid
4. Undercut/Fill for unsuitable soils
 - a. 200 cu. yd. at _\$_____ (unit price) for labor, equipment, disposal and materials (suitable fill etc.) to be included in Base Bid

CREDIT FOR WORK DELETED: Should any Allowance not be used or work be deleted from Contract by order of Town, full cost savings will be credited to Town.

MANDATORY ALTERNATES/DEDUCTS: Contractor agrees that prices quoted for mandatory alternates (below) shall be acceptable as full compensation of credit for work thus described in the drawings and specifications. Contractor understands the Town reserves the right to elect to utilize these prices at the discretion of the Town. It is understood that the Contractor’s performance and timeliness in the work described, as Lump Sum Base Bid will be considered in the decision to authorize this Contractor to proceed with any alternates. It is also agreed that the Town may elect to add or delete any or all alternates to or from the Contractor’s work, at any time up to completion, for the stipulated sums quoted.

Alternate Item	Add/Deduct	Amount:
1. Substitute Double Wall HDPE piping, fitting and outlets for RCP		
2. Contractor to provide staking package for project		

FEES FOR AUTHORIZED CHANGES: For all changes in the work authorized by a change order involving additions to or deductions from the contract sum, the undersigned agree to perform or omit (or cause to be performed or omitted by his subcontractors) such work at net cost to contractor, plus the following percentages to be added to the net cost or credited to the Town, which percentages shall include all charges.

For Change Orders Performed by Contractor’s own forces:	<u>Direct Cost PLUS</u> _____ %
For extra work performed by Contractor’s subcontractor	<u>Direct Cost PLUS</u> _____ %

COMPLETION TIME: The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order from the Town, and shall fully complete all work there under within 90 consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

TAXES: Bid sums includes all applicable state and local taxes required by all legal authorities at the location of the project.

The undersigned agrees to ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

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 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.

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to

NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

FIRM NAME: _____

BY (Signature): _____

NAME (Type or Print): _____

TITLE: _____ DATE: _____

WITNESS:

(Proprietorship or Partnership)

Title: _____

(Owner, Partner, or Corporation
President or Vice President only)

Address: _____

License No.: _____

Affix Corporate Seal Above

ATTEST:

By: _____

Title: _____

(Corporation Secretary or Assistant Secretary only)

NOTE: In addition to the information requested in this document, bidders may also submit any additional materials including internal bid tabulations, materials specifications, and value engineering proposals for consideration with this document.

NON-COLLUSION AGREEMENT

I certify that this bid/offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair 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. The bidder hereby makes an offer to the Town of Knightdale in accordance with the documents, including this Request for Proposal. The undersigned individual certifies that he/she is authorized to sign this offer.

This the _____ day of _____, _____
(Date) (Month) (Year)

OFFICIAL LEGAL NAME OF BIDDER

ADDRESS

CITY

STATE

ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

(____) _____

TELEPHONE NUMBER

(____) _____

FAX NUMBER

WEB SITE ADDRESS & EMAIL ADDRESS

FEDERAL I.D. NUMBER

REFERENCES

References listed must be for projects with similar size, scope and finish. Please provide accurate, complete and up to date information. **Give three (3) references of projects within the past three years.**

REFERENCE ONE:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contact Person: _____

Contract Period: _____

REFERENCE TWO:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contact Person: _____

Contract Period: _____

REFERENCE THREE:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contact Person: _____

Contract Period: _____

CONTRACTOR PROJECT MANAGEMENT

Responsible bidders should provide have the capacity to provide management oversight for this project to the extent noted below:

Project Meetings:

The Town expects weekly status updates which detail completion of tasks accomplished the week prior and tasks expected to be accomplished the following week. Further, the Town expects to meet onsite with contractor bi-weekly to understand progress goals and review site conditions.

The Contractor must have a person or persons available during normal business hours and after hours (emergency contact) to address any issues. Please provide the following information:

Name: _____
Office Number: _____
Email: _____

Title: _____
Mobile Number: _____

Emergency Contact

Name: _____
Office Number: _____
Email: _____

Title: _____
Mobile Number: _____