



**MACON SOIL AND WATER CONSERVATION DISTRICT
MACON COUNTY, NORTH CAROLINA**

ISSUE DATE: **January 14, 2008**

IFB#: 2008-01

TITLE: John Kennedy Property, Macon County, North Carolina, Stream Restoration Project

FOR: Installation of two (2) rock crossvanes on the John Kennedy property

USER DEPARTMENT: Macon Soil & Water Conservation District

ISSUING DEPARTMENT: **Macon Soil & Water Conservation District**
Attn: Doug Johnson
191 Thomas Heights Road
Franklin, NC 28734

Bids will be received until January 29, 2008 at 1:30 PM

* Note: As of July 1, 1997, informal bids received under N.C.G.S. 143-131 are "CONFIDENTIAL" and are not subject to public inspection until the Contract or Purchase Order is awarded.

Proposal submission requirements and additional information may be obtained from the County's website, www.maconnc.org, or from Doug Johnson, Macon Soil & Water Conservation District, at the following address:

191 Thomas Heights Road
Franklin, NC 28734
(828) 524-3311 ext. 110 (Telephone)
(828) 369-5347 (Fax)

Bids shall be delivered to the **Issuing Department**, shown above, and shall bear the name and number of this Invitation for Bids. It is the sole responsibility of the bidder to insure that the proposal reaches the **Issuing Department** by the designated date and time indicated above.

This Bid Package includes the following sections:

- | | | |
|------|---------------------------------------|----------------|
| I. | General Instructions to Bidders | (Pages 2 - 4) |
| II. | Bid specifications | (Page 5 & 6) |
| III. | Non-Collusion Affidavit | (Page 8) |
| IV. | Official Bid Quote and Acknowledgment | (Pages 9 & 10) |
| V. | Sample Contract | (Pages 11-15) |

SECTION I. General Instructions to Bidders

1. This bid package will serve as official notice that Macon Soil and Water Conservation District, (hereinafter "the District") is soliciting **informal bids** for the items(s) and/or services(s) stated on the cover page and outlined in the specifications and this bid package.
2. Bids will be received until January 29, 2008, no exceptions. Bids should be delivered to the Macon Soil & Water Conservation District office and clearly and plainly marked as to which bid package it applies. Bids or unsolicited amendments arriving after the Due Date and Time will not be considered. Any changes or alternative proposals will not be accepted after the submission deadline. The District will not receive bids electronically nor by fax.
3. All addenda to this bid package will be issued in writing. No oral changes by anyone shall affect this bid package.
4. All bids must be presented on the official bid quote page and acknowledgment form of this bid package. The official bid price quote-response must be signed by a duly authorized person acknowledging full understanding of the bid information and all addendums. The exact legal name of the corporation or other entity must be provided.
5. Price quotes must be net, include all discounts and include all freight/delivery charges to the District. In cases of difference between unit price and total price, unit price shall prevail unless otherwise noted.
6. Items and services bid are for delivery and completion as soon as possible unless otherwise stated. Delivery and completion dates could therefore be important in making the award.
7. State and local sales taxes are not to be included in the quote, but they are to be added later to all invoices shown as a separate item for payment. Federal (sales-excise) taxes, where applicable, are to be included in quotes as they are a part of the purchase price.
8. Informal bids received under G.S. §143-131 are "CONFIDENTIAL" and are not subject to public inspection until the Contract or Purchase Order is awarded.
9. A bid deposit is not required.
10. Performance and payment bonds are not required.
11. **A Non-Collusion Affidavit must be signed and notarized in order to properly complete this bid proposal and have it accepted by the District.**
12. **The District reserves the right to reject any and all bids and to waive any informality in bids unless otherwise specified by the bidder. The District reserves the right to select the bid which, in its opinion, is in the best interest of the District.**

13. Contracts will be awarded to the lowest responsible bidder based on quality, performance, the date or dates for delivery and performance, the general reputation and performance capabilities of the bidders, and such other factors deemed by the District to be pertinent or peculiar to the Project.
14. A sample Contract is included in and made a part of this Bid Package.
15. Bids will be examined promptly after opening and award will be made by the District Board at the earliest possible date. The prices quoted must be held firm, and no bid may be withdrawn until 60 days after bid submission deadline.
16. All services are subject to the availability of funds for this Project.
17. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive proposals, are made a part hereof.
18. In addition to the above requirements, the successful Bidder is responsible for compliance with all applicable local, state and federal laws, including state and local permits, licenses and fees.
19. The District will not be responsible for any costs incurred by any bidder in preparing and submitting a bid in response to this IFB. Prior submittals may not be substituted as a response to this IFB.
20. If any part of the work is to be sub-contracted, the Bidder's proposal must include a description of the work to be sub-contracted and the proposed subcontracting organization. The successful Bidder will be held fully responsible for meeting all the terms and conditions of any contract awarded by the District pursuant to this IFB.
21. **After the IFB issue date, all inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be in writing directed to Mr. Doug Johnson at the address and fax number listed on the cover page of this IFB. Questions and responses affecting the scope of the Project will be provided to all bidders/offerors by facsimile transmission by issuance of an Addendum. Any Addenda will also be made available on the County's website, www.maconnc.org All written questions shall be received by Mr. Johnson no later than Friday, January 25, 2008. NO EXCEPTIONS.**
22. Bidders shall submit three (3) references from firms or individuals familiar with Bidder's work along with current contact information for each reference. Bidders shall not submit the names of officers, officials, agents or employees of the County of Macon or the District as references.
23. Bidders shall list any public/governmental projects of this general type completed within the past five (5) years, along with current contact information and a description of the project completed.

24. The District has scheduled a pre-bid conference for January 22, 2008 at the office of the Macon Soil and Water Conservation District at 9:30 A.M. All interested bidders are required to attend. After meeting at the District's office, the District will transport interested bidders to the Project Site. During the pre-bid conference, the District's engineer will be present to answer any questions. Bids will not be accepted from bidders who do not attend the pre-bid conference. Please contact Doug Johnson at 524-3311, ext 110 no later than Friday, January 18, 2008 to indicate your interest; the District will provide transportation to the Project Site. **NO OTHER SITE VISITS WILL BE ALLOWED.**

SECTION II. Specifications

A. General

1. Macon Soil and Water Conservation District is seeking quotations for the John Kennedy Property, Macon County, North Carolina, Stream Restoration Project, which involves the installation of two (2) rock crossvanes on the John Kennedy property (IFB#2008-01). The purpose of this Bid Package is, therefore, to obtain competitive bids in accordance with the North Carolina Purchasing Laws and Macon County Purchasing Policies as set out on Pages 1-3 and the specifications contained herein in the Bid Package.

2. This project is considered to be in the category of Informal Bids Construction and/or Repair. No Bid Deposit or Performance Bond is, therefore, required.

3. Before submitting a bid for this project, the Non-Collusion Affidavit (Page 6) shall be completed and notarized. In addition, the bid quote and acknowledgment (Pages 7-8) shall be completed. Incomplete responses shall not be considered by the District.

B. Technical

1. This is a Turnkey Project whereby the awarded contractor will be responsible for furnishing all labor, tools, materials and training for installing all the necessary required parts and components for this particular project, including any sub-contractors required to complete the Project.

2. The awarded contractor shall not pull off the job for any reason once the Project has begun.

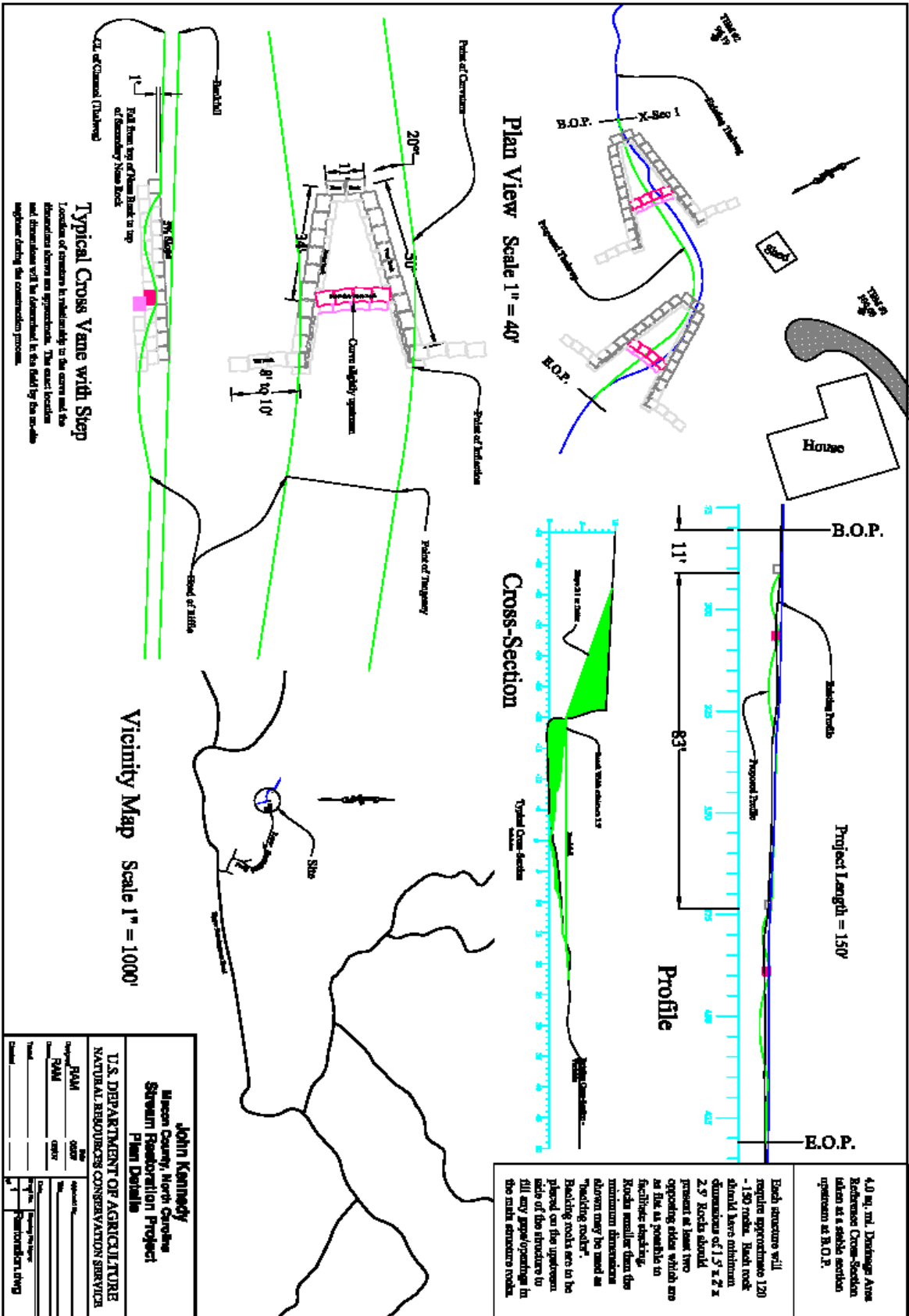
3. The awarded contractor must be a certified North Carolina licensed contractor.

4. The awarded contractor shall remove from the District property any/all post-construction debris at no additional cost to the District. The awarded contractor shall not use Macon County's dumpsters or container sites for its debris removal.

5. The awarded contractor shall take all necessary measures to protect areas not included in bidding as shown on the plans and specifications prepared by the U.S. Department of Agriculture Natural Resources Conservation Service, entitled "John Kennedy, Macon County, North Carolina, Stream Restoration Project", dated June, 2007. After Project completion, the areas not included in bidding must be in pre-construction condition.

6. The awarded contractor shall perform the work as detailed in the plans and specifications prepared by the U.S. Department of Agriculture Natural Resources Conservation Service, entitled "John Kennedy, Macon County, North Carolina, Stream Restoration Project", dated June, 2007 and this bid package. A copy of the USDA plan is found on page 7 of this IFB. The original plan is on file at the Issuing Department.

7. The Macon Soil and Water Conservation District, through a grant from the North Carolina Division of Water Resources, seeks to stabilize approximately 150 linear feet (m/l) of Burningtown Creek. This will be accomplished through the installation of two rock crossvanes. Each of these crossvane structures will require approximately 120-150 rocks. Each rock should have minimum dimensions of 1.5' x 2' x 2.5'. These rocks should have at least two opposing sides, which are as flat as possible to facilitate stacking. Interested contractors should be licensed and insured and should have a trackhoe with hydraulic thumb as well as a truck capable of transporting rocks of the aforementioned dimensions from the quarry to the jobsite.



4.0 sq. mt. Dewatering Area
Reference Cross-Section taken at a stable section upstream at R.O.P.

Each structure will require approximately 120 - 150 rocks. Rock sizes should have minimum dimensions of 1.5' x 2' x 2.5'. Rocks should present at least two opposing sides which are as flat as possible to facilitate stacking. Rocks smaller than the minimum dimensions shown may be used as "padding rocks".

Padding rocks are to be placed on the upstream side of the structure to fill any gaps/openings in the main structure rocks.

SECTION III. Non-Collusion Affidavit

State of North Carolina
County of Macon

1. The signer of this document is the _____(Title) of _____(Company), who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it, and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or submit a sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached response or of any other responder, or to fix any overhead, profit , or cost to secure through collusion, conspiracy, connivance or unlawful agreement and advantage against the Board of the Macon Soil and Water Conservation District, the Soil and Water Conservation District or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

_____ (Seal)
Signature of Officer

Subscribed and sworn to before me, this
_____ day of _____, 20 _____.

Notary Public _____

My commission expires: _____

SECTION IV. Official Bid Quote and Acknowledgment

For: John Kennedy Property, Macon County, North Carolina, Stream Restoration Project
(IFB # 2008-01). Installation of two (2) rock crossvanes on the John Kennedy property
Bid Furnished by: _____

Address: _____

Telephone #: _____

Cell Phone #: _____

Fax #: _____

We who furnish this bid have carefully examined the Bid General Instructions (Section I), completed the Non-Collusion Affidavit (Section III), reviewed the Bid Specifications (Section II), the sample Contract (Section V) **and all Addenda which we list below**, and therefore furnish the bid proposal as shown below.

Addenda (if none, state "N/A"): #1 _____, #2 _____, #3 _____.

Bid Proposal:

Item #1 – Bid Price for the John Kennedy Property, Macon County, North Carolina, Stream Restoration Project (IFB # 2008-01). Installation of two (2) rock crossvanes on the John Kennedy property according to the bid specifications contained in this bid package:

Total Bid \$ _____

Item #2 – Time in Calendar Days

Days to start/deliver/install, after Notification of Award: _____

Days to Complete Project, after Notification of Start: _____

Item #3 – References:

<u>Name of Contact</u>	<u>Company</u>	<u>Phone Number</u>	<u>Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Item #4 – Copy of Contractor’s License Attached – [] Yes, [] No

Item #5 – Contactor’s State License Number: _____

Item #6 – Copy of Certificate of Insurance attached – [] Yes, [] No

Item #7- List and describe any public projects completed within the past five (5) years:

Name of Contact Government Agency Phone #

Description of Project: _____

Name of Contact Government Agency Phone #

Description of Project: _____

Name of Contact Government Agency Phone #

Description of Project: _____

Date of Bid Proposal:

By: _____
Authorized Signature

Witness: _____ Title: _____

Title: _____ Address: _____

Phone: _____

Corporate Seal
(if applicable)

SECTION V. Sample Contract

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT made as of the ___ day of _____ in the year 200___.

BETWEEN the Owner: Macon Soil and Water Conservation District
191 Thomas Heights Road
Franklin, NC 28734

and the Contractor: _____

The Project is: John Kennedy Property, Macon County, North Carolina, Stream restoration Project

The Owner and Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, Invitation for Bids (IFB)# 2008-01, Contractor Bid Proposal dated _____, 200___, Addenda issued prior to execution of this Agreement, and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2
THE WORK OF THIS CONTRACT

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve Completion of the Work no later than the time established in the Contract Documents, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4
CONTRACT SUM

- 4.1 The Contractor shall receive from the Owner a sum not to exceed _____ Dollars (\$ _____), as full compensation for the provision of services provided under this Agreement, subject to additions and deductions as provided in the Contract Documents. The Owner agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents.

ARTICLE 5
PAYMENTS

- 5.1 Based upon monthly Invoices submitted to the Owner by the Contractor, the Owner shall make payments on the account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 Each Invoice shall indicate the completion of each portion of the Work as of the end of the period covered by the Invoice.
- 5.3 Each Invoice shall be submitted by the Contractor in accordance with the Contract Documents. Each Invoice shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.
- 5.4 Payment shall be made by the Owner not later than fifteen (15) days after the Owner approves the Invoice.
- 5.5 Retainage in the amount of five percent (5%) of the unpaid Contract Sum shall be withheld from payment until Final Payment is made pursuant to Article 6.
- 5.6 Retainage shall not be reduced.

ARTICLE 6
FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor within fifteen (15) days of completion and acceptance of the Work. The Contractor shall tender an Invoice.

ARTICLE 7
INDEMNIFICATION

- 7.1 To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the District and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with the work to be performed.

ARTICLE 8
NOTICES

8.1 All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

FOR: Macon Soil and Water Conservation District
Attn: Doug Johnson
191 Thomas Heights Road
Franklin, NC 28734

FOR: CONTRACTOR

ARTICLE 9
NON-DISCRIMINATION

9.1 The Contractor shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or handicap in the administration of this Contract. Nor shall any person be excluded from participation in, or be denied the benefits of any project constructed under this Contract on the grounds of race, color, national origin, sex, age, or handicap.

ARTICLE 10
HEALTH AND SAFETY

10.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Agreement.

10.2 SAFETY PRECAUTIONS AND PROGRAMS. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement and construction of the Project.

ARTICLE 11
NON-ASSIGNMENT

11.1 This Agreement is not assignable by either party, by operation of law or otherwise.

ARTICLE 12
MODIFICATION

12.1 This Agreement may be modified only by a written agreement executed by both parties hereto.

ARTICLE 13
INTEGRATION

13.1 This Contract sets forth the entire agreement between the parties and supersedes any and all other agreements on this subject between the parties.

ARTICLE 14
DEFAULT

- 14.1 In the event of any noncompliance of any term or terms of this contract by the Contractor, the District may, at its sole option, declare the Contractor in default and immediately terminate this contract. Should the District terminate this contract due to the default of the Contractor, the District may in addition to its other rights contract with any other party to fulfill the Contractor's obligations hereunder. The Contractor shall be liable for any increase in cost borne by the District due to the default. This shall in no way limit the District's right to collect any other damages, whether legal or equitable, due to the default of the Contractor.

ARTICLE 15
INSURANCE AND BONDS

- 15.1 The Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.
- 15.2 Contractor shall maintain, at its expense, the following minimum insurance coverage:
- | | |
|-------------|---|
| \$1,000,000 | Bodily Injury Liability |
| \$ 100,000 | Property Damage Liability |
| \$1,000,000 | Combined Single Limit Bodily Injury and Property Damage |
- 15.3 Contractor agrees to furnish District proof of compliance with the insurance coverage requirements of this Contract. Contractor shall furnish a certificate of insurance from an insurance company licensed to do business in the State of North Carolina and acceptable to District verifying the existence of any insurance coverage required by District. The certificate will provide thirty (30) days advance notice in the event of termination or cancellation of coverage. The certificate will name the District as an additional insured.
- 15.4 The policy period must cover the term of this Contract.
- 15.5 The Contractor shall furnish bonds covering the faithful performance of this Contract and payment of obligations arising thereunder as stipulated in bidding requirements or as required by North Carolina law.
- 15.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 16
MISCELLANEOUS

- 16.1 GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement, shall be brought in the General Court of Justice in the District of Macon and the State of North Carolina.
- 16.2 RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

