

BID DOCUMENTS

FOR

COROLLA BEAUTIFICATION PROJECT
Streetscape/Landscaping Improvements

Along NC Highway 12 ROW From Currituck County Line
To Corolla Village, Corolla, NC

October 5, 2017



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NOTICE TO BIDDERS

Sealed bids will be received until 10:00 a.m. local time on November 15, 2017 at the Currituck County Manager's Office located at 153 Courthouse Road, Suite 204, Currituck, NC 27929, or sealed bids may be mailed to be received by 10:00 a.m. local time on November 15, 2017 to the Currituck County Manager, 153 Courthouse Road, Suite 204, Currituck, NC 27929, for the following project:

COROLLA BEAUTIFICATION PROJECT Streetscape/Landscaping Improvements

Along NC Highway 12 ROW from Currituck County line
to Corolla Village
Corolla, NC

The project includes the purchase and installation of landscaping along the NC Highway 12 right-of-way from the Currituck County line to Corolla Village in Corolla, NC. Obtain plans from or direct questions to:

Eileen Wirth, Project Coordinator
Currituck County Manager's Office
153 Courthouse Road, Suite 204, Currituck, NC 27929
Telephone Number: (252) 232-6018
Eileen.Wirth@CurrituckCountyNC.gov

A mandatory pre-bid conference will be held to review the services on **October 19, 2017 at 10:00 a.m.** local time in the Historic Courthouse Board of Commissioners Conference Room, Second Floor Room 205, located at 153 Courthouse Road, Currituck, NC 27929. **Attendance is mandatory to bid the services.**

Plans and specifications will be available on October 11, 2017 at a cost of \$3.00 per set at:
Currituck County Manager's Office
153 Courthouse Road, Suite 204
Currituck, NC 27929

This will be a formal bid. The bids will be publicly opened and read aloud on **November 15, 2017 at 10:00 a.m. in Historic Courthouse Board of Commissioners Conference Room, Second Floor, Room 205, located at 153 Courthouse Road, Currituck, NC 27929.** The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must be a Licensed North Carolina Landscape Contractor and meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids. The County reserves the right to reject any and all bids and to accept such bids as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

INSTRUCTIONS TO BIDDERS

October 5, 2017

Scope of work shall include:

The scope of work includes the purchase of plants, trees and shrubs, labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plants (also known as “landscaping”) complete in accordance with the plans and specifications prepared by Laughing Gull Design dated October 1, 2017, which are attached hereto and incorporated herein by reference. Installation shall take place at six designated locations from the Currituck County line to Corolla Village along the North Carolina Department of Transportation right-of-way for NC Highway 12 in Corolla, NC.

Notes:

1. Locate, purchase, deliver and install all specified plants, trees, shrubs and materials.
2. Mulch, fertilize, stake, and prune all specified plants.
3. Provide maintenance and watering of all installation areas until the end of the one year warranty period.
4. Provide a one year warranty on all work, plants, trees and shrubs.
5. Clean up and disposal of all excess and surplus material.
6. Contractor is responsible for locating all utilities.
7. Contractor is responsible for visiting the site and understanding the scope of work prior to the mandatory pre-bid conference.
8. The project shall be completed on or before May 1, 2018.
9. Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to Currituck County and the outside of the envelope must be marked Bid for Currituck County, Corolla Beautification Project. All bids must be made on forms provided and included in this document. The name, address, and license number of the Bidder must be plainly marked thereon.
10. Each bid must be accompanied by cash or a certified check, drawn on a bank or trust company authorized to do business in North Carolina, payable to Currituck

County in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

11. Contractors are notified that Chapter 87 of the General Statutes of North Carolina relating to licensing of contractors will be observed in receiving bids and awarding contracts. **All bidders must be Licensed Landscape Contractors and meet the licensing requirements under Chapter 87 of the N.C. General Statutes.**
12. In accordance with Minority Participation Goals, potential prime Contractor(s) must attend the **mandatory** pre-bid conference which will be held to review the services on **October 19, 2017 at 10:00 a.m.** local time in the Historic Courthouse Board of Commissioners Conference Room, Second Floor Room 205, located at 153 Courthouse Road, Currituck, NC 27929. **Attendance is mandatory to bid the services.**
13. The Contractor awarded the project will be required to:
 - Execute the Independent Contractor Agreement (sample attached)
 - Execute the E-Verify Statement (attached)
 - Execute the Iran Divestment Act Certification (attached)
 - Provide a form W-9
 - Provide Certificate of Insurance for general liability and workers' compensation coverage with Currituck County named as a certificate holder
 - Provide a one year warranty on all work, trees and shrubs.
 - Contractor shall identify all sub-contractors and nurseries.

Any questions, problems or suggestions please contact:

Eileen Wirth, Eileen.Wirth@CurrituckCountyNC.gov, Phone: 252-232-6018

The County reserves the right to reject any and all bids and to accept such bids as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

Any questions or for further information please contact:

OWNER:

Currituck County
153 Courthouse Road, Suite 204
Currituck, NC 27929
Attn: Eileen Wirth, Project Coordinator
Tele: (252) 232-6018 Fax: (252) 232-3551

BID FORM

The Bidder agrees to perform all the work as shown on the plans and outlined in the notes and specifications thereon, and to furnish all materials, labor, tools, equipment, transportation and all other incidentals necessary for completion of:

COROLLA BEAUTIFICATION PROJECT STREETSCAPE LANDSCAPING

In compliance with the Notice to Bidders, Instructions to Bidders, the Contract Documents which include the Independent Contractor's Agreement and the contract drawings and project specifications titled "Corolla Beautification Project" dated October 1, 2017, and all addenda issued to date, all of which are part of this proposal, the undersigned hereby proposes to furnish and install all materials, labor, and equipment called for by, and in strict accordance with, the Contract Documents, for the complete Scope of Work indicated:

Complete Scope of Work:

The scope of work includes the purchase of plants, trees and shrubs, labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plants (also known as "landscaping") complete in accordance with the plans and specifications prepared by Laughing Gull Design Studio dated October 1, 2017, which are attached hereto and incorporated herein by reference. Installation shall take place at six designated locations from the Currituck County line to Corolla Village along the North Carolina Department of Transportation right-of-way for NC Highway 12 in Corolla, NC.

Notes:

1. Locate, purchase, deliver and install all specified plants, trees, shrubs and materials.
2. Mulch, fertilize, state, and prune all specified plants.
3. Provide maintenance and watering of all installation areas until the end of the one year warranty period.
4. Provide a one year warranty on all work, plants, trees and shrubs.
5. Clean up and disposal of all excess and surplus material.
6. Contractor is responsible for locating all utilities.
7. Contractor is responsible for visiting the site and understanding the scope of work prior to the mandatory pre-bid conference.
8. Approved traffic control plan by NCDOT prior to commencing work.
9. The project shall be completed on or before May 1, 2018.

10. Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to Currituck County and the outside of the envelope must be marked Bid for Currituck County, Corolla Beautification Project. All bids must be made on forms provided and included in this document. The name, address, and license number of the Bidder must be plainly marked thereon.
11. Each bid must be accompanied by cash or a certified check, drawn on a bank or trust company authorized to do business in North Carolina, payable to Currituck County in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.
12. Contractors are notified that Chapter 87 of the General Statutes of North Carolina relating to licensing of contractors will be observed in receiving bids and awarding contracts. **All bidders must be Licensed Landscape Contractors and meet the licensing requirements under Chapter 87 of the N.C. General Statutes.**
13. In accordance with Minority Participation Goals, potential prime Contractor(s) must attend the **mandatory** pre-bid conference which will be held to review the services on **October 19, 2017 at 10:00 a.m.** local time in the Historic Courthouse Board of Commissioners Conference Room, Second Floor Room 205, located at 153 Courthouse Road, Currituck, NC 27929. **Attendance is mandatory to bid the services.**

BASE BID (lump sum)
 \$ _____

Unit Price: 3 gallon shrub: _____
 15 gallon tree: _____

- The above prices shall include labor, materials, overhead, profit, insurance, bonds, taxes, site repair, clean-up, etc., to cover the finished work of the several kinds called for.
- The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
- Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____

Respectfully submitted this ____ day of _____, 2017.

Name

Name of Firm

Signature

Contractor's License Number

Printed Name and Title

Telephone Number

Address:

Fax Number

Email Address

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2017 between the **County of Currituck** (hereinafter “County”) and _____
_____[Contractor], (hereinafter “Contractor”).

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

_____ **(here, describe in detail the work to be performed by the contractor including the location of where the work is to be performed, (hereinafter “the Services”)).**

2. Compensation. Contractor will be paid for its Services by County as follows:

_____ **(here, specify compensation arrangement including payment method and frequency).**

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County’s employees. Any such assistant will be employed

only by Contractor, and will not be an employee of the County while performing services under this contract. Contractor shall identify all sub-contractors.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon _____ days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event exceed May 1, 2018.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.

- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: _____

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation _____ Yes _____ No

General Liability _____ Yes _____ No

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting

the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and

N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

Currituck County Manager
153 Courthouse Road, Suite 204
Currituck, NC 27929

(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

(Or such other person or address as Contractor shall have designated by due notice to County).

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: _____
Clerk to the Board of Commissioners

By: _____ (SEAL)

NAME OF CORPORATION

By: _____
Secretary, President
or
Vice President/Secretary/Treasurer

By: _____ (SEAL)

(Affix Corporate Seal)

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation	Yes	No
General Liability	Yes	No

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandra Hill
Finance Officer

GENERAL SPECIFICATIONS & CONSTRUCTION NOTES

1. Contractor shall submit a bid for the purchase and installation of select planting materials as specified in the plans and specifications to be installed at six designated locations along NC Highway 12 ROW from the Currituck County line to Corolla Village in Corolla, North Carolina in accordance with the plans and specifications prepared by Laughing Gull Design Studio, dated October 1, 2017.
2. The plans and specifications prepared by Laughing Gull Design Studio dated October 1, 2017 enclosed with the Contract Documents and made a part of the Bid Package are incorporated herein and made a part of this contract.
3. The Contractor is responsible for:
 - a. Locate, purchase, deliver and install all specified plants, trees, shrubs and materials as specified in the plans and specifications prepared by Laughing Gull Design Studio dated October 1, 2017.
 - b. Mulch, fertilize, stake, and prune all specified plants.
 - c. Provided maintenance and watering of all installation areas until the end of the one year warranty period.
 - d. Provide a one year warranty on all work, plants, trees and shrubs.
 - e. Contractor is responsible for visiting the site and understanding the scope of work prior to the mandatory pre-bid conference.
 - f. Approved NCDOT traffic control plan by NCDOT prior to commencing work.
 - g. Appropriate site clearing where necessary in preparation of plant installation.
 - h. Removing any pruned and cleared wooded vegetation from the site. No grubbing shall occur.
 - i. Clean up and disposal of all excess and surplus material. The Contractor shall remove all trash and garbage generated from the completion of this contract. This is to include all materials generated through personal use by the contractor's employees.
4. Bid Form
 - a. "Base Bid" is the total lump sum cost for the work in this bid.
 - b. Unit price shall be provided for shrubs as follows:
 - Three gallon shrub
 - Fifteen gallon tree
5. Utilities
 - a. Contractor shall be responsible for locating utilities. It is the Contractor's responsibility to avoid existing utility conflicts.
6. Public safety shall be the Contractor's responsibility. Adequately cordon the work area to prevent harm to the general public.
7. Damage to existing infrastructure, private or public, will be repaired by the contractor. The need for any repair will be determined by the Project Coordinator prior to the conclusion of the project.

COUNTY OF CURRITUCK E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

AFFIDAVIT:

E-VERIFY COMPLIANCE

I, _____ (the individual attesting below), being duly authorized by
and on behalf of _____ (the entity bidding on
project hereinafter "Employer") after first being duly sworn hereby swears or affirms as
follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance by providing the County with an E-Verify Compliance Affidavit for any subcontractors current or subsequently hired by Employer.

This _____ day of _____, 2017.

Signature of Affiant: _____
Print Name: _____

Contractor: _____
State of: _____
County of _____

Signed and sworn to (or affirmed) before me, this
the _____ day of _____, 2017.

Notary Public
My Commission Expires: _____

(Affix Official/Notarial Seal)

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59

Name of Supplier: _____

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. The vendor or bidder listed above also agrees not to utilize, in the performance of any contract with the ABC Board referenced above, any subcontractor that is listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

NOTE THAT:

N.C.G.S. 147-86.59 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S.147-86.59 also requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days. The current list can be found on the reverse of this document.