# **CONTRACT DOCUMENTS**

For

## **DRAINAGE SYSTEM REPAIRS**

For the

## Moyock Service District for Watershed Improvements

## **County of Currituck**

DATE: October 25, 2017 Addendum #1



## **Table of Contents**

Contract Documents consist of:

- Notice to Bidders
- Instructions to Bidders
- Bid Form
- Sample Independent Contractor's Agreement
- E-Verify
- Construction Notes

### **NOTICE TO BIDDERS**

**Bids will be received until 4:00 P.M.,** November 8, 2017 at the Currituck County Engineers Office, 153 Courthouse Road, Suite 302, Currituck, NC 27929, for the following service:

### DRAINAGE SYSTEM REPAIRS For the MOYOCK SERVICE DISTRICT FOR WATERSHED IMPROVEMENTS County of Currituck

A pre-bid conference will be held to review the project and allow access to the sites. **The prebid conference will be held at 2:00 P.M., October 23, 2017** at the end of Moyock Commons Drive (just past 102 Moyock Commons Drive next to the old wastewater plant serving the Foodlion center). **Attendance is not mandatory to bid the services.** 

Obtain plans from or direct questions to:

Eric T. Weatherly, PE, County Engineer 153 Courthouse Road, Suite 302, Currituck, NC 27929 Phone (252) 232-6035 <u>eric.weatherly@currituckcountync.gov</u>

This will be an informal bid. Bids will not be publically opened and read aloud. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statues. 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**

### DRAINAGE SYSTEM REPAIRS For the MOYOCK SERVICE DISTRICT FOR WATERSHED IMPROVEMENTS County of Currituck

Bids will be received until 4:00 p.m. on November 1, 2017, at the office of the County Engineers Office, 153 Courthouse Road, Suite 302, Currituck, NC, 27929. All bids must be marked: "Drainage System Repairs for the Moyock Service District"

NOTES:

- All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statues.
- Contractor is responsible for visiting site and understanding scope of work.
- The Contractor awarded the project will be required to:
  - Execute the Independent Contractor Agreement ( attached)
  - Execute the E-Verify Statement (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 and indicated as additional insured
  - No bonds are required.
  - Bids may be submitted by hand delivery, postal or email

Any questions, problems, or suggestions please contact:

Eric T. Weatherly, PE, County Engineer 153 Courthouse Road, Suite 302, Currituck, NC 27929 eric.weatherly@currituckcountync.gov Phone: 252-232-6035

## **BID FORM (page 1 of 4)**

### DRAINAGE SYSTEM REPAIRS For the MOYOCK SERVICE DISTRICT FOR WATERSHED IMPROVEMENTS County of Currituck

The Bidder agrees to perform all the work as shown on the Contract Documents, and to furnish all labor, tools, equipment, transportation and all other incidentals necessary for completion of:

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 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, said Contract Documents, for the complete Scope of Work indicated:

Complete Scope of Work:

1. Ditch 3: Sta 3+80 to 4+00 – remove vegetation, Sta 9+00 to 13+00 – clean out ditch to re-establish positive grade, Sta 15+80 – Clean out culvert

(Lump Sum) \$\_\_\_\_\_

Write out total dollar amount in words

2.

Ditch 5: Sta 17+50 to 28+30 – muck out ditch

(Lump Sum) \$\_\_\_\_\_

Write out total dollar amount in words

2.b.

2.a.

Ditch 5: Sta 28+30 to 37+80 – muck out ditch

(Lump Sum) \$\_\_\_\_\_

Write out total dollar amount in words

## **BID FORM (page 2 of 4)**

3.	Ditch 4: Sta 16+90 to 28+00 – clean ditch to re-establish positive grade	
	(Lump Sum) \$	
	Write out total dollar amount in words	
4.	Ditch 6: Sta 1+00 to 7+50 – remove vegetation, Sta 7+50 – repair and stabilize ditch, Sta $8+00$ – remove vegetation	
	(Lump Sum) \$	
	Write out total dollar amount in words	
5.	Ditch 6: Sta 52+40 to 57+60 – remove vegetation and widen ditch	
	(Lump Sum) \$	
	Write out total dollar amount in words	
6.	Ditch 6: Sta 24+80 – remove sediment, Sta 31+00 – remove sediment	
	(Lump Sum) \$	
	Write out total dollar amount in words	
7.	Ditch 6: Sta 52+40 – remove sediment and debris	
	(Lump Sum) \$	
	Write out total dollar amount in words	
8.	Ditch 6: Sta 41+00 – vegetation removal	
	(Lump Sum) \$	

Write out total dollar amount in words

## **BID FORM (page 3 of 4)**

9.	Ditch 1: Sta 33+00 – clean culvert, Sta 45+20 – clean culvert	
	(Lump Sum) \$	
	Write out total dollar amount in words	
	while out total donal amount in words	
10.	Ditch 1: Sta 27+50 to 33+00 – clean sediment and debris from ditch	
	(Lump Sum) \$	
	Write out total dollar amount in words	
11.	Ditch 6: Sta 17+50 to 20+60 – remove vegetation	
	(Lump Sum) \$	
	Write out total dollar amount in words	
12.	Ditch 2: Sta 2+80 to 5+00 – clean sediment in ditch and culvert	
	(Lump Sum) \$	
	Write out total dollar amount in words	
13.	Ditch 6: Sta 14+00 to 17+50 – remove vegetation	
	(Lump Sum) \$	
	Write out total dollar amount in words	
14.	Ditch 5: Sta 13+50 to 17+10 – remove vegetation and reshape ditch banks	
	(Lump Sum) \$	

## **BID FORM (page 4 of 4)**

15. Ditch 1: Sta 46+00 to 58+25 – remove sediment, debris, and reshape ditch banks.

Write out total dollar amount in words

Grand Total (Lump Sum) \$\_\_\_\_\_

Write out total dollar amount in words

### DRAINAGE SYSTEM REPAIRS For the MOYOCK SERVICE DISTRICT FOR WATERSHED IMPROVEMENTS County of Currituck

- The bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.
- The above prices shall include labor, materials, overhead, profit, insurance, 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.
- Bids may be submitted by hand delivery, postal or email.

Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum Date:		Addendum Number:	
Respectfully submitted this	day of	, 2017.	
Name of Firm		Contractors License No.	
Signature		Telephone No.	
Printed Name and Title		Fax No.	

Address

## SAMPLE INDEPENDENT CONTRACTOR AGREEMENT TO BE EXECUTED BY CONTRACTOR AWARDED THE PROJECT

Contract #	
<b>Requisition</b> #	

#### 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. <u>Scope of Work</u>. Contractor agrees to perform the following services for County:

Drainage System Repairs for the Moyock Service District for Watershed Improvements (hereinafter "the Services").

2. <u>Compensation</u>. Contractor will be paid for its Services by County as follows:

\_\_\_\_\_ per the bid form.

3. <u>Contractor's Freedom to Contract</u>. 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.

<u>Expenses</u>. 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. <u>Term</u>. This Agreement may be terminated by either party at any time upon 10 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 90 days for completion of the Services.

6. <u>Nature of Relationship</u>. 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. <u>Taxes</u>. 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 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 shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and <u>only</u> then, Contractor shall not be liable under the provisions of this paragraph.

10. <u>Arbitration</u>. 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.

<u>E-Verify</u>. 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. <u>Iran Divestment.</u> 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. <u>Notices</u>. 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: Eric T. Weatherly, PE, County Engineer County of Currituck 153 Courthouse Road, Suite 302 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. <u>Non-Waiver</u>. 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. <u>Headings</u>. 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. <u>Amendments</u>. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. <u>Complete Agreement</u>. 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. <u>Governing Law</u>. 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.

#### MUST INCLUDE ATTEST LINE

ATTEST:

COUNTY OF CURRITUCK

By:\_\_\_\_\_ By:\_\_\_\_\_(SEAL)

Clerk to the Board of Commissioners

CUT AND PASTE THE APPLICABLE SIGNATURE LINE FROM LAST PAGE IN THIS SPACE

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

Sandra Hill **Finance Officer** 

CUT AND PASTE APPROPRIATE SIGNATURE LINES INTO THE CONTRACT – DO NOT ATTACH THIS PAGE TO THE CONTRACT

If Sole Proprietor or Independent Contractor – use this signature line

#### CONTRACTOR

By:\_\_\_\_\_(SEAL)

<mark>John Doe</mark>

If Corporation – use this signature line You can verify the corporation name by going to http://www.secretary.state.nc.us/corporations/ and doing a corporation name search

NAME OF CORPORATION

Ву:\_\_\_\_\_

By:\_\_\_\_\_(SEAL)

Mary Doe, Secretary

John Doe, President

or

Vice President/Secretary/Treasurer

(Affix Corporate Seal)

### If a LLC or a PLLC(Limited Liability Company) – use this signature line

You can verify the company name by using the same Secretary of State website as above

NAME OF LLC

By:\_\_\_\_\_(SEAL)

<mark>John Doe</mark>, Member

## **E-VERIFY FORM**

## TO BE EXECUTED BY CONTRACTOR AWARDED THE PROJECT

## **CONSTRUCTION NOTES**

## **CONSTRUCTION NOTES**

### A. Drainage System Repairs Work Description

- 1. Work includes cleaning out ditches and culverts, removal of vegetation in ditches and regrading of ditches. The work will be bid with 14 different locations and are described below.
- 2. Most of the work is on private property. The county does not have drainage easements for the ditches to be repaired. Prior to beginning work, the contractor and a county representative shall contact each impacted property owner to obtain permission to access the work area. All work on private property shall be left clean and neat or repaired to the owner's satisfaction.
- 3. Completion time for the project is 90 days.

### **B.** General

- 1. Public safety shall be the contractor's responsibility.
- 2. The contractor shall visit the site prior to bidding to determine the extent of the work. Lack of knowledge of existing conditions will not be considered a basis for change orders. This will include a satisfactory effort by the contractor to field verify the work and access. Expense incurred by the contractor, which could have been avoided by this step shall not be a basis for change order.
- 3. Contractor shall furnish and install all equipment and materials for a complete installation in all respects, ready for intended use and in strict accordance with state and local codes and manufacturer's recommendations.
- 4. Call NC One Call service at 1-800-632-4949 not less than three working days before performing work. It is the contractor's responsibility to avoid existing utility conflicts.

### C. Description of Bid items (see map for location of ditches):

- 1. Ditch 3:
  - 3+80 4+00: Short open ditch between culverts is severely overgrown. Vegetation shall be removed & culvert ends cleaned. Work includes:
    - 120 lf vegetation removal
    - Clean culvert ends
  - 9+00 13+00: Clean out ditch to re-establish positive grade from culvert under Puddin Ridge Road. Work includes:
    - $\circ$  400 lf ditch cleanout
  - 15+80: Culvert entrance to be cleaned-out.
    - Clean culvert entrance

### 2. Ditch 5:

- 2.a. 17+50 22+00: Clear ditch bottom but with signs of siltation & pockets of wetland vegetation beginning to grow. Muck-out of entire ditch section. Access would be through residential yards to the west. Ditch banks are moderately thick & brushy. Bush-hog with select chainsaw work on both sides. Work includes:
  - o 450 lf ditch cleanout
- 2.a. 22+00 28+30: Clear ditch bottom with siltation & pockets of wetland. Bottom shall be mucked out. Access through residential yards to the west or through woods to the east. Work includes:
  - o 600 lf ditch cleanout
- 2.b. 28+30 37+80: Ditch bottom is littered with vegetative debris, silt, & actual woody growth. Bottom shall be mucked-out / cleaned-out. Access from east farm field. Banks stable & brushy. East bank recently cut & appears to be maintained by farmer. West bank shall be chainsaw & bush-hog cut. Work includes:
  - o 980 lf ditch cleanout
  - 980 lf single bank clearing and vegetation removal
- 3. Ditch 4:
  - 16+90 28+00: Entirety of ditch is holding water. Survey reveals a ditch profile which undulates with multiple high-points and low-points throughout. In order to address standing water, a complete ditch rebuild with all driveway culverts replaced is necessary. This is an improvement project that will require some surveying, coordination with utilities & landowners. Work includes:
    - Grade surveying
    - o 1100 lf Ditch re-grade
    - o 100 cy excavation & disposal of material off-site
    - 100 cy imported medium sand (for ditch bottom)
    - Removal & Replacement (3) 24 lf x 24" culverts
    - Replacement two culvert headwalls
    - 0.5 acre seeding
- 4. Ditch 6:
  - 1+00 7+50: Ditch bottom open. Stable banks w/ brushy growth. East bank has low shrubby vegetation. West bank has mixture of woody & shrubby vegetation. Both banks shall be bush-hogged. There are recently cut larger trees along the banks, remove all snags left in the ditch. Work includes:
    - 650 lf ditch debris removal
  - 7+50: Farm field ditch is failing as it approaches Ditch 6. Ditch shall be repaired & stabilized. Work includes:
    - Ditch to be repaired and stabilized

- 8+00: Property owner on east side of ditch has been disposing of brush on east side of ditch & brush pile is encroaching into ditch. Brush pile should be removed. Work includes:
  - Remove vegetation
- 5. Ditch 6:
  - 52+40 57+60: Ditch narrows. Vegetation from east bank encroaches into ditch flowline. Vegetation shall be chainsaw & bush-hog cut. Widen this section of ditch to match section downstream of 52+40 to improve hydraulic characteristics. Work includes:
    - Grade surveying
    - 520 lf ditch clearing
    - o 520 lf ditch excavation
    - o disposal of material off-site (500 cy material)
    - 0.25 acre seeding
- 6. Ditch 6:
  - 24+80: Sediment from farm ditch should be cleaned from ditch bottom. Work includes:
    - Remove sediment
  - 31+00: Sediment from farm ditch & tree snag shall be removed from ditch bottom. Work includes:
    - Remove sediment and snag
- 7. Ditch 6:
  - 52+40: Culvert discharge from Quail Run. Ditch bottom shall be cleaned of sediment and debris. Work includes:
    - Remove sediment and debris
- 8. Ditch 6:
  - 41+00: Ditch intersection with Quail Run. Ditch is holding significant water and vegetation shall be removed. Work includes:
    - Vegetation removal
- 9. Ditch 1:
  - 33+00: Culvert crossing. Private culvert crossing erosion at culvert ends shall be repaired & stabilized. Upstream end of culvert vegetative shall be removed. Work includes:
    - Repair and stabilize culvert ends, remove vegetation
  - 45+20: Culvert Crossing @ Sawyertown Road: small amount of silt & debris just downstream from culvert is helping retain water upstream and shall be cleaned out. Work includes:
    - Clean culvert and remove sediment and debris

- 10. Ditch 1:
  - 27+50 33+00: Brushy material on north banks shall be cut-down. Debris and sediment in bottom of ditch shall to be removed. Work includes:
    - 550 lf ditch debris & silt removal
- 11. Ditch 6:
  - 17+50 20+60: Ditch bottom open. Stable banks with thick small brushy growth. Both banks shall be bush-hogged. Work includes:
    - 310 lf bush-hogging (both banks)
- 12. Ditch 2:
  - 2+80 5+00: Sediment shall be cleaned-out from culvert entrance & exits. Clean sediment between culverts to re-establish flow-line. Work includes:
    - 220 LF ditch silt removal
    - +/- 20 cy, disposal off-site
    - o 0.1 Ac. Seeding
- 13. Ditch 6:
  - 14+00 17+50: Ditch bottom open. Stable banks w/ brushy growth. East bank has tall thick shrubby vegetation. West bank has mixture of woody & shrubby vegetation. Both banks shall be chainsaw cut & bush hogged. Work includes:
    - 350 lf ditch clearing (chainsaw & bush-hog both banks)
- 14. Ditch 5:
  - 13+50 17+10: Spoils road ends at 13+50. Ditch is narrowing. Side slope vegetation both sides is thick, brushy material and shall be chainsaw & bush-hog trimmed. Access from west (residential yards). Steep banks. Some bank instability both sides, improve flow by laying-back banks to shallower slopes. Work includes:
    - 350 lf ditch clearing (chainsaw & bush-hog both banks)
    - o 3 locations ditch bank repair
- 15. Ditch 1:
  - 46+00 to 58+25: Sediment from farm ditch should be cleaned from ditch bottom. Work includes:
    - Remove sediment
    - 1,225 lf ditch sediment and silt removal
    - Ditch banks to be repaired and stabilized.

