



COUNTY OF CURRITUCK
Request for Bids
Carova Roads Maintenance
Date of Issue: June 22, 2020

The County of Currituck, North Carolina (“County”) requests bids for the maintenance of select sand roads within the Carova Beach Road Service District in Carova, North Carolina.

Bids will be received until 4:00 p.m. on July 9, 2020. Bids received after this deadline will not be accepted.

Bids must be marked “Carova Roads Maintenance” and may be submitted by (in order of preference) email, hand-delivery, mail, or fax to:

Currituck County Engineering Department
Attention: Nick Ingold, Engineering Technician
Email: nick.ingold@currituckcountync.gov
Hand-Delivery: 145 Courthouse Road, Currituck, NC 27929
Mail: 153 Courthouse Road, Suite 302, Currituck, NC 27929
Fax: 252-232-3298

This is an informal bid. Bids will not be opened publicly and read aloud. The County may waive any informalities or minor defects or reject any and all bids. All bidders must 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.

Instructions to Bidders

1.0 Submission of Bid

Bids will be received until 4:00 p.m. on July 9, 2020.

All bids must be made on the required Bid Form. The Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

Bids must be marked “Carova Roads Maintenance” and may be submitted by (in order of preference) email, hand-delivery, mail, or fax to:

Currituck County Engineering Department
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Any bid received after the time and date specified shall not be considered. It is the contractors’ responsibility to verify receipt of any bids submitted to the County prior to the deadline. The County may waive any informalities or minor defects or reject any all bids.

Award will be made to the lowest responsive, responsible bidder.

2.0 Pre-Bid Meeting

A pre-bid meeting will be conducted on July 1, 2020 at 10:00 a.m. at the Carova Beach Volunteer Fire and Rescue Station, 2169 Ocean Pearl Road, Corolla North Carolina. Attendance is not mandatory; however, interested contractors are encouraged to attend.

3.0 Questions

Written questions and requests for clarification shall be submitted via e-mail to Nick Ingold at nick.ingold@currituckcountync.gov no later than 2:00 p.m. on July 3, 2020. All questions requiring additional information will be responded to in a final addendum, which will be issued no later than 4:00 p.m. on July 7, 2020. All addenda shall become part of the RFB.

4.0 Additional Instructions

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site, understanding the scope of work and for reading and being thoroughly familiar with the bid documents.

Contractor awarded the project will be required to:

- Execute Agreement included herein;
- Provide a form W-9; and
- Provide Certificate of Insurance verifying required insurance described in General Terms and Conditions.

Scope of Work

The scope of work for this project includes maintenance of select sand roads within the Carova Beach Road Service District. The Contractor will grade and smooth the sand roads quarterly to keep large potholes and ruts from forming and to keep the roads in passable condition.

It is the intent to form a slight crown in the middle of the road by pulling sand from the sides. Sand pulled from the sides shall not form depressions or swales deeper than 6" – 12" with 3:1 side slopes. Areas which form larger potholes during the maintenance period may require pulling the material from nearby high spots in the road or higher shoulder banks. County staff will work with the Contractor to identify these areas during the quarterly grading operation. The general width of the graded road way is 20 feet.

All roads have a 60 foot right-of-way, with the exception of Ocean Pearl Road which is a 100 foot right-of-way. Surveying of the right-of-way is not a part of the scope.

The grading will follow the current maintenance area while using existing overhead power lines and existing property corners as guidelines. Questions and concerns about property lines can be directed to the county prior to work.

Roads included in the project are listed below and illustrated on the attached map:

- Ocean Pearl Road between Bass Lane and Gulf Hawk Boulevard
- Sandfiddler Road between Bass Lane and Gulf Hawk Boulevard
- Sandpiper Road between Dump Road and Gulf Hawk Boulevard
- Brant Road
- Mallard Lane
- Shark Lane
- Marlin Lane
- Bluefish Lane
- Teal Road
- Egret Place
- Mobjack Terrace
- Gulf Hawk Boulevard

Bid Form

The lump sum bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

The lump sum price shall include labor, materials, overhead, tools, equipment, transportation, profit, insurance, taxes, site repair, clean-up and all other incidentals to cover the finished work.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Award will be made to the lowest responsive, responsible bidder.

The undersigned has carefully examined the scope of work and requirements and hereby declares that he/she will complete the project in the manner prescribed in the specifications for the following lump sum price:

GRAND TOTAL BID AMOUNT

(Lump Sum) \$ _____

Write out total dollar amount in words

Bidder has examined all Bid Documents and the following Addenda, receipt of which is hereby acknowledged:

Addendum Date:

Addendum Number:

Respectfully submitted this _____ day of _____, 2020.

Name of Company

Signature of Authorized Representative / Title

Print Name

Address

Email Address

**NORTH CAROLINA
CURRITUCK COUNTY**

CONTRACT FOR CAROVA ROADS MAINTENANCE

This Contract is made this ____ day of _____ 2020, by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Owner") and _____, a North Carolina *corporation* existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

WHEREAS, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina and Currituck County, North Carolina Purchasing and Contracting Policy the County requested bids for Carova Roads Maintenance; and

WHEREAS, Contractor submitted the lowest responsive, responsible bid consistent with the Owner's needs.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part of this Contract as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Request for Bids by Currituck County issued _____, ____, 2020 and (3) Contractor's Bid Form dated _____, ____, 2020. This procurement is governed by Chapter 143, Article 8 of the General Statutes of North Carolina and Currituck County, North Carolina Purchasing Policy. All terms and conditions of statutes, policies and procedures are hereby adopted and incorporated by reference herein.
2. **Contract Term.** The contract shall be for the term of July __, 2020 to June 30, 2021.
3. **Contract Cost.** The contract shall be for a lump sum bid of _____ (\$_____). The Contractor shall be paid quarterly in four equal installments of _____ (\$_____) following receipt of Contractor's invoice on or after September 30, December 30, March 30, and _____ June _____ 15.

- 4. **Changes to Contract.** This contract and its references constitute the entire contract and understanding between the parties with respect to the matters contained herein. The contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This contract may be modified, amended or extended only by a written instrument executed by both parties.
- 5. **Termination.** This Contract may be terminated by either party at any time upon 15 days written notice to the other party. Upon the termination of this Contract, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.
- 6. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:

Ben Stikeleather, County Manager
 County of Currituck
 153 Courthouse Road, Suite 204
 Currituck, NC 27929

Notice to Contractor shall be made to:

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all Owners' requirements in the General Terms and Conditions.
- 6. **Counterparts.** This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 7. **Severability.** If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

8. **Indemnity.** The Contractor agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Contractor to indemnify the Owner to the fullest extent permitted under North Carolina law.

The Owner agrees to indemnify and hold harmless the Contractor from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Owner except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Owner to indemnify the Contractor to the fullest extent permitted under North Carolina law.

9. **Miscellaneous.** This Contract shall be governed by the laws of the State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Currituck County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Currituck, North Carolina

Ben Stikeleather
County Manager

ATTEST:

Leeann Walton, Clerk to the Board

[COUNTY SEAL]

[Contractor]

By:_____

Its:_____

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

Sandra Hill
Finance Officer

GENERAL TERMS AND CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. The Contractor agrees to accept the premises in their present condition and agrees to make no additional demands on the County for bringing the premises up to the standards of the specifications.

2. DEFINITIONS

Owner: "Owner" shall mean, the County of Currituck, North Carolina.

Contractor: "Contractor" shall mean the entity that will provide the services to the Owner.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Terms and Conditions of the Contract; special conditions if applicable; the drawings and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Owner, the Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. WORKING DRAWINGS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings.

Such drawings and specifications shall be available for use by the Owner or his authorized representative.

The Contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the Contractor and submitted to the Owner upon project completion and no later than 30 days after acceptance of the project.

5. MATERIALS, EQUIPMENT AND EMPLOYEES

- a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Contract Documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. No changes shall be made in the Work except upon written approval and Change Order of the Owner.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.

- f. If at any time during the construction and completion of the work covered by these Contract Documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g. The Contractor shall cooperate with the Owner in coordinating construction activities.
- H. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The Owner is responsible for determining compliance with the drawings and specifications.

6. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

7. PROTECTION OF WORK, PROPERTY, THE PUBLIC SAFETY REQUIREMENTS

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work site and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

8. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is, and remains fully responsible for, his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

9. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to a Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

10. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The Owner may have changes made in the work covered by the contract. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the Contractor except upon receipt of approved change order from the Owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the Contractor be denied by the Owner, the Contractor may pursue his claim in accordance with N.C. Gen. Stat. § 143-135.3.
- c. In determining the values of changes, either additive or deductive, the contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the Change Order, and the Change Order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, the contract sum and time for completion may be equitably adjusted by Change Order upon claim by either party made within thirty (30) days after the condition has been identified.
- e. Change Orders shall be submitted by the Contractor in writing to the Owner for review and approval. The Contractor will provide such proposal and supporting data in suitable format. Delay in the processing of the Change Order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim.
- f. A Change Order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

11. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the Contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

12. REQUESTS FOR PAYMENT

Requests for payment will be submitted by the Contractor to the Currituck County Engineering Department. Requests may not be submitted for work that is not yet complete.

Final payment will be made within thirty (30) consecutive days after acceptance of the work and receipt of final pay request.

13. MINIMUM INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all required insurance and verifying certificates of insurance have been approved by the Owner.

These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and/or Owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

- a. Worker's Compensation and Employer's Liability. The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.
- b. Commercial General Liability Insurance. Combined single limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Commercial Automobile Liability. Combined single limit no less than \$1,000,000. Coverage shall include liability for owned, non-owned, and hired automobiles.
- d. Additional Insured. Contractor agrees to endorse the County as Additional Insured on Commercial General Liability and Commercial Automobile Liability.
- e. Certificate Holder. Certificate Holder shall be listed as: County of Currituck, 153 Courthouse Road, Currituck, NC 27929.

14. CLEANING AND RESTORATION OF SITE

The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by the Owner.

At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state.

15. TAXES

North Carolina Sales Taxes and Use Tax do apply to materials entering into the Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into the Work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

16. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.