



COUNTY OF CURRITUCK

Request for Bids for Drainage System Repairs for the Moyock Service District for Watershed Improvements

RFB 2020 – 1.15

The County of Currituck, North Carolina (“County”) request bids for drainage system repairs for the Moyock Service District for Watershed Improvements.

Sealed bids, clearly marked “RFB – Drainage System Repairs for Moyock Service District,” will be received until 4:00 p.m. on February 14, 2020. Bids received after the deadline will not be accepted.

Bids may be hand-delivered or mailed to:

Currituck County Engineering Office
Attention: Chandler Sawyer, Stormwater Technician
Hand-Delivered: 145 Courthouse Road, Currituck, NC 27929
Mailed: 153 Courthouse Road, Suite 302, Currituck, NC 27929

This is 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 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
RFB 2020 – 1.15

1.0 Submission of Bids

Sealed bids, clearly marked “RFB – Drainage System Repairs for Moyock Service District,” will be received until 4:00 p.m. on February 14, 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 may be hand-delivered or mailed to:

Currituck County Engineering Office
Attention: Chandler Sawyer, Stormwater Technician
Hand-Delivered: 145 Courthouse Road, Currituck, NC 27929
Mailed: 153 Courthouse Road, Suite 302, Currituck, NC 27929

Hours of Operation: 8:00 a.m. – 5:00 p.m. (EST)
Monday through Friday
Phone: (252) 232-6068
Email: Chandler.Sawyer@CurrituckCountyNC.Gov

Any bid received after the time and date specified shall not be considered. The County may waive any informalities or minor defects or reject any all bids.

This is an informal bid. Bids will not be publicly opened and read aloud. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

Each Bidder is responsible for inspecting the site and understanding the scope of work.

2.0 Pre-Bid Meeting

A pre-bid meeting will be conducted on January 30, 2020 at 2:00 p.m. at the end of Moyock Commons Drive (just past 102 Moyock Commons Drive, next to the old wastewater plant serving Moyock Commons Shopping Center). Attendance is not mandatory; however, interested Contractors are encouraged to attend.

3.0 Questions

Questions regarding this bid opportunity shall be directed to:

Chandler Sawyer, Stormwater Technician
153 Courthouse Road, Suite 302
Phone: (252) 232-6068
Chandler.Sawyer@CurrituckCountyNC.Gov

4.0 Insurance

The Contractor shall maintain, at its own expense, and provide a current certificate of insurance with the following coverage and limits:

- a. Workers' Compensation - Vendor agrees to maintain Workers' Compensation Insurance in accordance with North Carolina General Statute Chapter 97.
- b. Commercial General Liability – 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 - Vendor agrees to endorse the County as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability.
- e. Certificate Holder shall be listed as: County of Currituck, 153 Courthouse Road, Currituck, NC 27929.

5.0 Additional Requirements

The Contractor awarded the project will be required to:

- Execute the Independent Contractor Agreement (attached)
- Provide a form W-9

Scope of Work
RFB 2020 – 1.15

1.0 Drainage System Repairs Work Description

- 1.1 Work includes cleaning out ditches and culverts, removing vegetation in ditches, and re-grading of ditches. The work is divided into eight (8) areas as described below.
- 1.2 Most of the work will be conducted 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.
- 1.3 All work on private property shall be left clean and neat or repaired to the owner's satisfaction.
- 1.4 All debris to be removed from site work area and hauled off.
- 1.5 Completion time for the project is ninety (90) days.

2.0 General

- 2.1 Public safety shall be the Contractor's responsibility.
- 2.2 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.
- 2.3 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.
- 2.4 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.

3.0 Description of Bid Items (See map for location of ditches)

3.1 *Area 1 – Ditch 1*

Location Description: Ditch 1, Behind radio tower off of Sawyertown Road; Fallen tree creating blockage.

Description of Work: Chainsaw and clear fallen tree; debris can be left in woods.

3.2 *Area 2 – Ditch 1*

Location Description: Ditch 1; Between Caratoke Highway and Sawyertown Road; Overgrown small woody vegetation.

Description of Work: Chainsaw larger snags and bush hog both banks of section of ditch (approximately 580 feet) between Highway and Sawyertown Road.

3.3 *Area 3 – Ditch 1*

Location Description: Ditch 1: From Caratoke Highway to intersection of Ditch 1 and Ditch 6.

Description of Work: Muck-out of entire ditch section (approximately 3,315 feet). Access is through farm field to the south. Ditch bottom is moderately thick & brushy. Excavate ditch bottom with select chainsaw work on both sides. A few logs in ditch bottom need removal. Dispose of woody debris off-site.

3.4 *Area 4 – Ditch 2*

Location Description: Ditch 2: Behind graveyard of Christian Home Baptist Church; Section of ditch behind graveyard has small woody growth.

Description of Work: Remove vegetation with chainsaw and mow on both banks (approximately 270 feet). Hand mowing may be required due to limited access of heavy equipment. Dispose of woody debris off-site.

3.5 *Area 5 – Ditch 3 (Three sections)*

Section 1 Location Description: Ditch 3: Behind Dollar Tree; stable banks with brushy growth.

Section 1 Description of Work: Mow mixture of woody & shrubby vegetation on both banks; may require hand mowing (approximately 50 feet). Ditch bank mowing, some chainsaw work and debris removal required.

Section 2 Location Description: Ditch 3: Behind ABNB Bank

Section 2 Description of Work: Mow shrubby vegetation on both banks behind bank (approximately 300 feet); may require hand mowing.

Section 3 Location Description: Behind Moyock Post Office

Section 3 Description of Work: Clear culvert end of pine tree debris.

3.6 *Area 6 – Ditch 4 (Two sections)*

Section 1 Location Description: Ditch 4: Open space between Puddin Ridge Road and Shingle Landing Creek; stable banks with brushy growth

Section 1 Description of Work: Mow mixture of woody & shrubby vegetation on both banks (approximately 1,580 feet); may require long side arm mower to reach opposite bank.

Section 2 Location Description: Ditch 4: Field behind Food Lion; stable banks with brushy growth.

Section 2 Description of Work: Bush hog mixture of woody and shrubby vegetation on both banks (approximately 1,000 feet).

3.7 *Area 7 – Ditch 5 (Two sections)*

Section 1 Location Description: Ditch 5: From Puddin Ridge Road to end of first lot; stable banks with woody growth.

Section 1 Description of Work: Chainsaw mixture of woody & shrubby vegetation and mow both banks (approximately 300 feet); may require hand mowing. Debris removal.

Section 2 Location Description: Ditch 5: Field behind Food Lion between two wooded areas; stable banks w/ brushy growth.

Section 2 Description of Work: Bush hog mixture of woody & shrubby vegetation on field bank (approximately 1,000 feet).

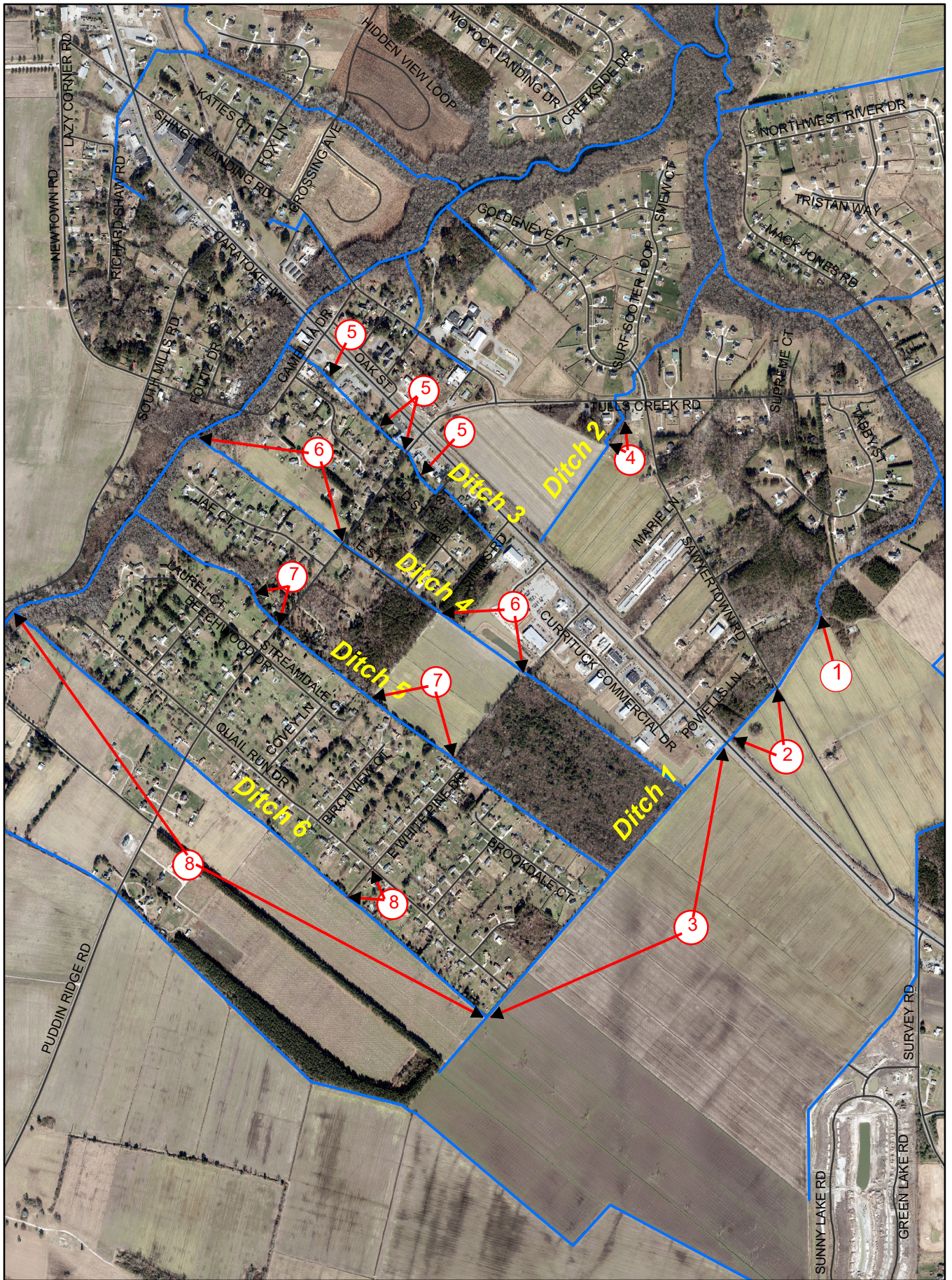
3.8 *Area 8 – Ditch 6 (Two sections)*

Section 1 Location Description: Ditch 6: From intersection of Ditch 1 and Ditch 6 to Shingle Landing Creek; woody growth throughout entirety of ditch.

Section 1 Description of Work: Ditch bottom is moderately thick and brushy. Mow western bank and slope and muck out and clear entire ditch of debris (approximately 5,735 feet).

Section 2 Location Description: Ditch 6: Ditch across from White Pine Drive to intersection with Ditch 6: (Feeder ditch from Ditch 6 to Quail Run Dr.)

Section 2 Description of Work: Remove woody vegetation on west end of ditch and muck out entire ditch to re-establish positive grade (approximately 320 feet). Finish grade and re-seed adjacent yard.



Bid Form
RFB 2020 – 1.15

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

The Bidder agrees to perform all the work as shown in the Scope of Work, and to furnish all labor, tools, equipment, transportation and all other incidentals necessary for completion the work.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Award of the project will be based on the lowest Grand Total Bid.

The undersigned has carefully examined the Instructions to Bidders, Scope of Work, and contract requirements and hereby declares that he/she will the complete the project in the manner prescribed in the specifications for the following lump sum price:

Area 1 - Ditch 1: Behind radio tower off of Sawyertown Road

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 2 - Ditch 1: Between Caratoke Highway and Sawyertown Road

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 3 - Ditch 1: From Caratoke Highway to intersection with Ditch 6

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 4 - Ditch 2: Behind graveyard of Christian Home Baptist Church

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 5 - Ditch 3 (Three sections): Behind Dollar Tree; Behind ABNB Bank; Behind Moyock Post Office

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 6 - Ditch 4 (Two sections): Field behind Food Lion; Open space between Puddin Ridge Road and Shingle Landing Creek

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 7 - Ditch 5 (Two sections): From Puddin Ridge Road to end of first lot; Field behind Food Lion between wooded areas

(Lump Sum) \$ _____

Write out total dollar amount in words

Area 8 - Ditch 6 (Two sections): From intersection of Ditch 1 and Ditch 6 to Shingle Landing Creek; Ditch across from White Pine Drive to intersection with Ditch 6 (Feeder ditch from Ditch 6 to Quail Run Drive)

(Lump Sum) \$ _____

Write out total dollar amount in words

GRAND TOTAL BID

(Lump Sum) \$ _____

Write out total dollar amount in words

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 _____, 2020.

Name of Company

Signature of Authorized Representative / Title

Print Name

Address

Email Address

Contract # _____

Requisition # _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2020 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.

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 **7 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. 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 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:
Ben Stikeleather, County Manager
153 Courthouse Road, Suite 204
Currituck, NC 27929

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.

MUST INCLUDE ATTEST LINE

ATTEST:

COUNTY OF CURRITUCK

By: _____
Clerk to the Board of Commissioners

By: _____ (SEAL)

**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