

# **CONTRACT DOCUMENTS**

For

## **LANDSCAPE APPEARANCE & MAINTENANCE SERVICES**

For the

### **CURRITUCK COUNTY PROPERTIES CURRITUCK MAINLAND #1 (GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)**

January 3, 2017



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## **NOTICE TO BIDDERS**

**Bids will be received until 2:00 P.M., February 1, 2017** at the Currituck County Public Works Office, 153 Courthouse Road, Suite 302, Currituck, NC 27929, for the following service:

LANDSCAPE APPEARANCE AND MAINTENANCE SERVICES

For the

CURRITUCK COUNTY PROPERTIES

CURRITUCK MAINLAND #1

(GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)

A pre-bid conference will be held to review the services and allow access to the sites. **The pre-bid conference will be held at 9:00 A.M., January 19, 2017** in the Historic Courthouse Board of Commissioners Conference Room, 153 Courthouse Road, 2<sup>nd</sup> Floor, Currituck, North Carolina. **Attendance is mandatory to bid the services.**

A **Landscape Maintenance Program** to teach pest management and landscape techniques to those who contract with Currituck County will be held at **1:00 P.M., February 20, 2017** at the Cooperative Extension Center. **Attendance is mandatory to be awarded a landscape bid.**

Obtain plans from or direct questions to:

Brenda McQueen

153 Courthouse Road, Suite 302, Currituck, NC 27929

Phone (252) 232-2504

[brenda.mcqueen@currituckcountync.gov](mailto:brenda.mcqueen@currituckcountync.gov)

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 and Chapter 89 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**

### LANDSCAPE APPEARANCE AND MAINTENANCE SERVICES

For the

### CURRITUCK COUNTY PROPERTIES

### CURRITUCK MAINLAND #1

(GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)

Bids will be received until 2:00 p.m. on February 1, 2017, at the office of the Public Works Department, 153 Courthouse Road, Suite 302, Currituck, NC, 27929. All bids must be marked: "LANDSCAPE APPEARANCE AND MAINTENANCE SERVICES for the CURRITUCK COUNTY PROPERTIES - CURRITUCK MAINLAND #1 - (GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)".

#### NOTES:

- All bidders must meet the licensing requirements under Chapter 87 and Chapter 89 of the N.C. General Statutes.
- 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
  - Provide a current license for chemical applications
  - Provide a current license for NC Landscape Contractor if required
  - No bonds are required.

Any questions, problems, or suggestions please contact:

Brenda K. McQueen

153 Courthouse Road, Suite 302, Currituck, NC 27929

[Brenda.mcqueen@currituckcountync.gov](mailto:Brenda.mcqueen@currituckcountync.gov)

Phone: 252-232-2504

**BID FORM (page 1 of 2)**

LANDSCAPE APPEARANCE AND MAINTENANCE SERVICES

For the

CURRITUCK COUNTY PROPERTIES

CURRITUCK MAINLAND #1

(GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)

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:

CURRITUCK MAINLAND #1

(GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)

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 for one year of services:**

1. **Government Center:** (Lump Sum) \$ \_\_\_\_\_

\_\_\_\_\_  
Write out total dollar amount in words

2. **Historic Courthouse:** (Lump Sum) \$ \_\_\_\_\_

\_\_\_\_\_  
Write out total dollar amount in words

3. **Soil & Water and Hwy Patrol** (Lump Sum) \$ \_\_\_\_\_

\_\_\_\_\_  
Write out total dollar amount in words

4. **Forestry Service** (Lump Sum) \$ \_\_\_\_\_

\_\_\_\_\_  
Write out total dollar amount in words

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

LANDSCAPE APPEARANCE AND MAINTENANCE SERVICES

For the

CURRITUCK COUNTY PROPERTIES

CURRITUCK MAINLAND #1

(GOV. CENTER, HISTORIC COURTHOUSE, SOIL & WATER, HWY PATROL, FORESTRY SERVICE)

5. **Total** (Lump Sum) \$ \_\_\_\_\_

Write out total dollar amount in words

- 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Contractors License No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Address

Contract #

\_\_\_\_\_

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 20\_\_ 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 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 December 31, 2019 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:

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

If the notice is to Contractor:

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(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

**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)  
John Doe

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**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

Attest: \_\_\_\_\_ **NAME OF CORPORATION**

By: \_\_\_\_\_ (SEAL)  
Mary Doe, Secretary  
or  
John Doe, President  
Vice President/Secretary/Treasurer

(Affix Corporate Seal)

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**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)

## County of Currituck E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT:  
E-VERIFY COMPLIANCE

COUNTY OF CURRITUCK

\*\*\*\*\*

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 \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Affiant: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Official/Notarial Seal)

## TERMS AND SCOPE

### TERM

The landscape appearance and maintenance services shall be for the period from Notice to Proceed to December 31, 2019. The contractor will be paid based on 12 equal monthly installments, upon satisfactory completion of the work, receipt of the invoice and the monthly maintenance logs. The first year payment will be prorated based on the actual number of months awarded.

### INITIAL CLEAN UP

It is understood that some of the sites have not been maintained to the standards of the specifications. The contractor shall include in the contract price the initial clean-up process. 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. The County understands items such as control of weeds in high profile lawn areas, removal of unwanted vegetation from stormwater ponds and pruning operations will take time. However, the County may terminate any contractor that is not making progress on meeting the specifications.

### SCOPE

1. Government Center
  - Government Center Complex, 2793 – 3811 Caratoke Hwy, Currituck, NC, including drain field and curbing along NC 168 and drainage ditches throughout
2. Historic Courthouse
  - Historic Courthouse Complex, 145 – 153 Courthouse Rd, Currituck, NC, includes parking lot and drain field across the street from 145 Courthouse Rd including the curbing along NC 168
3. Soil & Water and Highway Patrol area
  - Soil & Water Conservation Office, 2826 Caratoke Hwy, Currituck, NC
  - Highway Patrol Trailer, 2824 Caratoke Hwy, Currituck, NC
4. Forestry Service area
  - Forestry Service Office, 2950 Caratoke Hwy, Currituck, NC

Snow removal additional services may be required for this project.

### LICENSE REQUIREMENT

A Landscape Contractor's License will be required for this project.



## **SPECIFICATIONS**

### **I. GENERAL PROVISIONS**

#### **A. GENERAL REQUIREMENTS**

1. The premises shall be maintained with a crisp, clean appearance free of any debris and all work shall be performed in a professional manner using quality equipment and materials.
2. Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by County work forces and/or other contracted parties. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request thereof by the Public Works Director or his representative.

#### **B. FACILITIES TO BE MAINTAINED**

1. The locations of the facilities to be maintained under the provisions of this Agreement are as delineated in the Terms and Scope and on the maps for each property as contained in the Contract Documents.
2. The level of landscape appearance and maintenance services for each facility are delineated on the maps as the following:
  - a) General Landscape Maintenance
  - b) High Profile Lawn Maintenance
  - c) Stormwater Pond Maintenance

The Landscape Maintenance section of the specifications provides the requirements for each level of services.

3. Contractor acknowledges personal inspection of the facilities and the surrounding areas, and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

C. CERTIFICATIONS/REPORTS

Contractor shall maintain and keep current a daily report form that records all maintenance functions performed by Contractor's personnel. Said report shall be in a form and content acceptable to the Public Works Director and shall be submitted weekly to the Public Works Department. Monthly payments will not be made until such report is received and deemed acceptable by the Public Works Director or a designee.

At the time the weekly progress report is submitted, a schedule of the next week's activities shall also be submitted. The Public Works Department retains the right to alter this schedule if it feels that it is in the best interest of the County.

An example Landscape Checklist and Log is contained on the Contract Documents.

D. CONTRACTOR'S DAMAGES

1. All damages incurred to existing facilities, trees, shrubbery, ground cover, etc., by the Contractor's operations, shall be repaired or replaced at the Contractor's expense.
2. All such repairs or replacements shall be completed within the following time limits:
  - a) All damages to shrubs, trees, turf, or ground cover shall be repaired or replaced within five (5) working days.

- b) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the Public Works Director.
- c) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement of same.
- d) Chemicals - All damage resulting from a chemical operation, either spray-drift or lateral-leaching, shall be corrected, and the soil shall be conditioned to insure its ability to support plant life.
- e) Other - Any other damage resulting from Contractors' acts shall be remediated according to the written instructions of the Public Works Director.

#### E. INTERPRETATION OF THE SPECIFICATIONS

Interpretation of the specifications, by the Public Works Director, shall be final.

#### F. INQUIRES AND COMPLAINTS

1. Contractor shall provide the County with a feasible and workable plan of communication. This can be done by an available telephone number, beeper, or other means of communications. It is necessary that the County be able to contact the Contractor during normal working hours.
2. All complaints, submitted to the Contractor from the County, shall be remedied within a reasonable time span, to be dictated by the Public Works Director. If, within a specified time span, the complaint is not abated, the Public Works Director may correct the specific complaint and the total cost incurred by the County will be deducted from the payments owed to the Contractor by the County.

## G. SAFETY

Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation, and further agrees to accept the sole responsibility for complying with all local, county, state, or other legal requirements including, but not limited to, full compliance of the terms of the applicable O.S.H.A. regulations so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public, or others from foreseeable injury, or damage to their property.

## H. CONTRACTOR'S STAFF

1. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.
2. Contractor shall transfer or discharge any employee whose conduct or activity shall, in the reasonable exercise of discretion by the Public Works Director, be deemed detrimental to the interest of County employees or of public citizens who patronize the premises. Contractor shall transfer or discharge any such person within a reasonable time following notice thereof from the Public Works Director and such person shall not be used at any County facility contracted for and maintained by the Contractor.
3. The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: proper shoes and other gear, and proper wearing of clothing.

## I. NON-INTERFERENCE

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

## J. USE OF CHEMICALS

1. All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.
2. Chemicals shall only be applied by those persons possessing a valid North Carolina license. Application shall be in strict accordance with all governing regulations.
3. Chemicals shall be applied when air currents are still, preventing drifting onto adjacent property and preventing any exposure to persons whether or not they are in or near the area of application. Chemicals shall be applied in a manner to limit drift to six inches. Precautionary measures shall be employed since all area will be open for public access during application.

## II. LANDSCAPE MAINTENANCE

### A. GENERAL LANDSCAPE MAINTENANCE

#### 1. MOWING

- a. Mowing shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.
- b. All equipment shall be adjusted to the proper height and shall be adequately sharpened.
- c. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- d. Mowing height shall be maintained at a height ranging between 2 1/2 - 4 inches for all turf areas. Exceptions may be given in writing. Upon notification from the Public Works Department, mowing heights may vary for special events and conditions.

- e. Mowing shall be accomplished so as to avoid scalping, rutting by tractor/mower tires, and uneven rough cutting.
- f. Grass clippings shall not be windrowed.
- g. Before each mowing, the Contractor shall remove all debris, trash, stones, limbs, etc.
- h. Steep banks, ditch lines, etc. may be mowed by riding machine, hand machine, or by string mower (weed eater), but in any case the Contractor shall avoid rutting to cause damage to the turf and promote erosion. Any such damage will be corrected by the Contractor at his expense or corrected by the County and the cost subtracted from the Contractor's fixed price.
- i. Note that grass areas may extend onto State right-of-ways, and may include State ditch line, sidewalks, or curb and gutter which must be maintained as the remainder of the parcel.
- j. Unless notification is given in writing, all areas within a facility shall be mowed and trimmed with each operation performed. This includes hills, depressions, in and around all trees and shrubs, ditch lines, around all structures, rip-rap areas, etc. If an area is impossible to cut with a mower, the contractor may use a string cutter. Once the ditch line or other problem area is cut, permission may be granted to use a chemical to retard growth.
- k. Immediately following each mowing, all walkways, drives, and other paved areas shall be cleaned of all grass debris.

## 2. TRIMMING/EDGING

- a. All walking paths, trails, paths, paved areas, and play areas, flower beds, shrubbery beds, and mulched areas shall be kept weed and grass free.

- b. All turf edges, including but not limited to, sidewalks, patios, drives, curbs, parking lots, shrub beds, flower beds, ground cover beds around all mulched beds must be edged to a neat and uniform line.
- c. Any and all structures, fence lines, around tree bases, shrubs, headwalls, rip-rap areas, sign posts, steps, buildings or other structures, walking tracks, lake and stream banks, walls, stumps, posts, or anything protruding from the ground shall be neatly trimmed.
- d. All ground cover area and mulched areas shall be kept neatly edged and all grass and weed invasions eliminated.
- e. All leaves, fallen limbs, and other shrub and tree debris shall be removed.

### 3. CHEMICAL EDGING AND DETAILING

Mechanical edging is always preferred and required in high profile lawn areas. Chemical edging may be used only in and around areas approved in advance by the Public Works Director. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. A string trimmer may be used instead of mower to get grass to proper height.

### 4. VEGETATION CONTROL

- a. All grass-like type weeds, morning glory or vine-weed types, ragweed or other spreading weeds shall be kept under strict control. Vines shall be prevented from growing up onto shrubbery, trees, buildings, or any other structure.
- b. The following areas shall be kept free from weeds and grass: roadways, driveways, sidewalks, parking lots, patios, drainage areas, curbs and gutters, cracks and expansion joints in all hard surfaces.
- c. All flower beds, shrub beds, planters, and other cultivated areas shall be kept free from weeds and grass.

- d. Weeds or grass being killed using chemicals shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be made. After complete kill, all dead weeds and grass shall be removed from the area.
- e. All gravel lots, walking tracks, rip-rap ditches, cracks and expansion joints between paved areas in sidewalks, parking lots, and other paved areas, drain fields, etc. shall be treated with an approved commercially available herbicide to eliminate all vegetation growth. It will not be acceptable to let the grass and weeds get high and then spray them and leave them in an unsightly manner. The grass and weeds in ditches, around structures, trees, etc. should be cut to a height to blend with the remainder of the mowed grass, and then sprayed to retard the growth.

5. PEST AND DISEASE CONTROL

Landscape shall be periodically inspected for pest and diseases and treated appropriately to control same. All turf areas, shrub beds, flowers beds, ground cover beds and trees shall be kept pest and disease free so as to promote healthy growth.

6. WEED CONTROL, PEST CONTROL, AND CHEMICAL SPRAY - FREQUENCY

As needed. Chemical applications are controlled by regulations; hand or mechanical weeding can be done at all times.

7. LITTER CONTROL

All litter shall be removed from the grounds before mowing.

8. SWEPT AREAS

All curb and gutters, walking paths and paved areas shall be swept and all debris removed in order to maintain a neat, clean appearance.



9. CURBS - SIDEWALKS - PATIOS, ETC.

All leaves, grass trimmings, twigs, etc. shall be removed from curbs, sidewalks, driveways, patios, and all paved areas.

10. LEAF REMOVAL

Leaf build-up in gutters, along fence lines, etc. shall be removed on a regular basis. For heavy accumulation, such as seasonal build-up in the fall of the year, the Contractor will be expected to remove said leaves within a reasonable period of time so as not to damage turf or prevent water flow in driveway gutters.

11. MULCHED AREAS

Twice a year, when appropriate, Contractor shall replenish and refresh all mulched areas including flower beds, mulched wooded areas, trees, shrub beds, etc. The depth of the mulch shall be maintained at 3 inches.

12. PRUNING AND TRIMMING OF GROUND COVER, SHRUBBERY AND TREES

- a. Ground cover: All dead, diseased and unsightly branches shall be removed. All ground cover areas shall be pruned to maintain a neat edge along beds. Any runners that start to climb buildings, shrubs, trees or onto walkways shall be pruned out of these areas.
- b. Shrubbery: All dead, diseased, and unsightly branches shall be removed. Shrubbery will be trimmed by using accepted horticultural practices that are aesthetically pleasing without damaging the plant. Shrubs shall be pruned to encourage healthy growth habits, and for shape in order to retain their natural form and proportionate size. Shrubbery growth shall be restricted to the area behind curbs and walkways and within beds and shall not be allowed to obstruct windows. Shrubs shall be cut back at least 18 – 24 inches from buildings. All plant material shall be pruned to allow for safe and easy vehicular and pedestrian visibility and access.

- c. Trees: Mature trees shall be limbed to a height of 6'4" so as to not impact sidewalks or visibility. Suckers on trees shall be removed immediately. Dead, damaged, diseased or unsightly limbs must be removed. Limbs shall not be allowed to cross so as not to rub against another, in the case of crossed limbs, one shall be removed.

### 13. REMOVAL OF DEAD PLANTS

Landscaping plants which the County deems irrecoverable shall be removed and disposed of by the contractor.

## B. HIGH PROFILE LAWN MAINTENANCE

### 1. SOIL AMENDMENTS

Soil samples shall be taken in the spring and fall of each year. A copy of the soils analysis shall be provided to the County. Lime and fertilizer are to be applied to maintain proper soil pH and fertility as recommended by the soil sample analysis. Lime and fertilizer may be required up to two times per year. In lawn areas, a minimum of 1 pound per 1000 square feet of nitrogen shall be applied in April, May and June in addition to the other nutrients recommended by the soils analysis.

### 2. LAWN WEED CONTROL

- a. Weeds and weedy grasses shall be controlled in lawns with the use of pre-emergence herbicides. A pre-emergence herbicide shall be applied in the spring and fall in accordance with the manufacturer's specifications.
- b. Post-emergence herbicide shall be applied as necessary in accordance with the manufacturer's specifications. Apply during the summer to control weeds and weedy grasses. Apply during the winter to control annual weeds and weedy grasses.

### 3. IRRIGATION SYSTEMS

The contractor shall operate existing County irrigation systems. This includes startup of the irrigation system at the appropriate time in spring, adjust watering time and frequency settings throughout growing season as necessary and winterize and shut down irrigation system at the appropriate time in the fall. The contractor shall be required to maintain proper sprinkler head operation and spray patterns. Sprinkler heads shall be maintained or replaced at the contractor's expense. Any other irrigation system components which are not functioning properly shall be immediately reported to the Public Works Department.

### C. STORMWATER POND MAINTENANCE

#### 1. MOWING

Stormwater ponds consist of a sloped embankment area around the perimeter of the pond and a bench area at the normal water level. The area of stormwater pond maintenance will extend from the top of bank of the sloped embankment. The sloped embankment area shall be mowed or trimmed once in March and once in August. The mow height shall be no less than 6 – 8 inches. The bench area shall not be mowed. Herbaceous wetland plants on the bench shall not be disturbed.

#### 2. FERTILIZER

No fertilizer shall be applied within 20' of the water's edge for any stormwater pond.

#### 3. LITTER CONTROL

All litter shall be removed from the stormwater ponds.

#### 4. NUISANCE VEGETATION

Cut and remove all hardwood vegetation growing in the ponds. Cut and apply herbicides to all invasive plants and weeds such as phragmites and dogfennel.

### III. SNOW AND ICE REMOVAL

Additional services to be provided, upon authorization and activation of this clause by the Superintendent of Buildings, shall include snow removal from the parking lots, roadways and driveways of selected properties wherein Contractor shall supply snow removal equipment and operator and shall be compensated \$75.00 per hour.

## **LANDSCAPE CHECKLIST AND LOG**

CONTRACTOR:

MONTH / YEAR: \_\_\_\_\_

	Location	Svc Date	Services performed	Notes / Remarks

- LEGEND:
- LTR = LITTER PICKUP
  - M = MOW
  - TR = TRIM
  - E = EDGE
  - SP = SPRAY
  - B = BLOW
  - W = WEEDING
  - PS = PRUNE SHRUBS
  - PT = PRUNE TREES
  - SW = SIDEWALKS
  - PL = PARKING LOT
  - PST = PEST CONTROL
  - DRG = DEBRIS REMOVAL GUTTERS & CURBING
  - MUL = MULCH
  - APRE = Applied Pre-emergent (specify product)
  - APOST = Applied Post-emergent (specify product)
  - F = Applied Fertilizer (include type and amount)




## MAPS



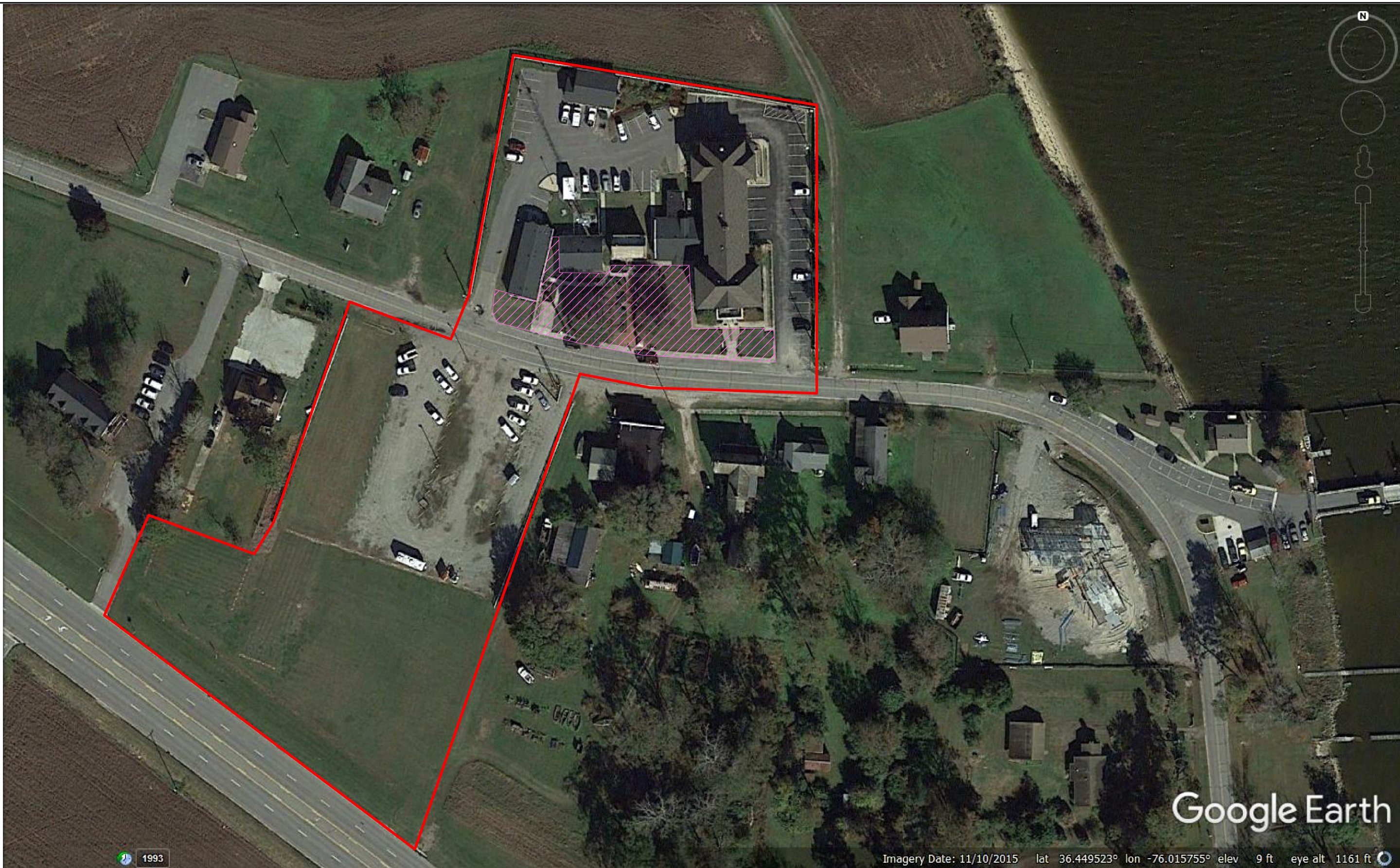
Google Earth

Imagery Date: 11/10/2015 lat 36.453556° lon -76.021330° elev 11 ft eye alt 2018 ft




LANDSCAPE APPEARANCE SERVICE CONTRACT  
CURRITUCK COUNTY, NC  
SITE: GOVERNMENTAL CENTER COMPLEX  
ADDRESS: 2801 CARATOKE HWY, CURRITUCK

-  GENERAL MAINTENANCE
-  HIGH PROFILE LAWN MAINTENANCE
-  STORMWATER POND MAINTENANCE








LANDSCAPE APPEARANCE SERVICE CONTRACT  
CURRITUCK COUNTY, NC  
SITE: HISTORIC COURTHOUSE COMPLEX  
ADDRESS: 153 COURTHOUSE RD, CURRITUCK

-  GENERAL MAINTENANCE
-  HIGH PROFILE LAWN MAINTENANCE
-  STORMWATER POND MAINTENANCE



LANDSCAPE APPEARANCE SERVICE CONTRACT  
CURRITUCK COUNTY, NC

SITE: SOIL AND WATER CONSERVATION/HIGHWAY PATROL  
ADDRESS: 2826 CARATOKE HWY, CURRITUCK



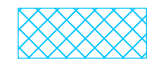
-  GENERAL MAINTENANCE
-  HIGH PROFILE LAWN MAINTENANCE
-  STORMWATER POND MAINTENANCE



Google Earth

Imagery Date: 11/10/2015 lat 36.445595° lon -76.014397° elev 8 ft eye alt 333 ft

LANDSCAPE APPEARANCE SERVICE CONTRACT  
CURRITUCK COUNTY, NC  
SITE: FORESTRY SERVICE BUILDING  
ADDRESS: 2950 CARATOKE HWY, CURRITUCK

-  GENERAL MAINTENANCE
-  HIGH PROFILE LAWN MAINTENANCE
-  STORMWATER POND MAINTENANCE