



Issue Date: July 30, 2014

INVITATION TO BID

SOCIAL SERVICES RENOVATIONS – PHASE II

The Currituck County Department of Public Works invites interested parties to submit sealed bids no later than **2:00 PM (EST), August 20, 2014**, for Phase II renovations to the Department of Social Services Building.

Sealed proposals will be accepted at and copies of the bid documents may be obtained from: The Currituck County Public Works Office located at 145 Courthouse Road, Currituck, NC 27929.

There will be a pre-bid conference Wednesday, August 6, 2014, at 9:00 a.m. on-site at 2793 Caratoke Highway, Currituck, NC 27929. All prospective bidders are urged to attend.

NOTICE TO PROPOSERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your bid. Your point-of-contact for this solicitation is Brenda McQueen, Currituck County Public Works Department, 145 Courthouse Road, Currituck, NC 27929, Telephone: 252.232.2504, email: Brenda.mcqueen@currituckcountync.gov .

INVITATION TO BID

SOCIAL SERVICES RENOVATIONS – PHASE II

PURPOSE: The Currituck County Senior Center moved out of the Social Services Building and the former cafeteria space is to be divided into six offices. Also included in this renovation will be installing a new attic access drop stairway in the ceiling of the hallway between the kitchen and the new office spaces. Scope of work includes, but is not limited to, removing can lighting in six office spaces, replacing T12 lighting in the six new offices with LED lighting, relocating lighting fixtures as necessary, supplying individual light controls for each new office space, relocating fire sprinkler heads if necessary to meet code, relocating duct work that may be in the way of wall partitions that are to be installed and insulated from floor to attic ceiling, replacing ceiling tiles. Please note: the list above is to provide a general scope of work and is not to be considered all inclusive. There will be a pre-bid conference on site where all parties can inspect the physical space. The pre-bid conference will be held Wednesday, August 6, 2014, at 9:00 a.m. at 2793 Caratoke Highway, Currituck, NC 27929.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed bids **no later than 2:00 PM (EST), Wednesday, August 20, 2014**, to the Currituck County Public Works Department, 145 Courthouse Road (all USPS mail: 153 Courthouse Road, Suite 302), Currituck, NC 27929.

Bids submitted by telephone, FAX or email shall not be accepted.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Public Works Department before the deadline. The time and date for receipt of bids will be scrupulously observed. The County shall not be responsible for late deliveries or mail delays. All bids will be opened publicly.

TERMS AND CONDITIONS:

1. The County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the County. County reserves the right, and the Currituck County Public Works Department has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the County.
2. The County reserves the right to request clarification of information submitted and to request additional information of one or more bidders.

3. Any bid may be withdrawn until the date and time set above for the submission of the bids. Any bids not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Invitation to Bid, or until one or more of the bids have been awarded.
4. Proposals shall be sealed and proposers should indicate on their proposal the following:
 - a. BID – DSS PHASE II RENOVATIONS
 - b. Date of Opening – Wednesday, August 20, 2014, 2:00 PM
 - c. Name and Address of Proposer
5. Costs of preparation of a response to this Invitation to Bid are solely those of the bidders. The County assumes no responsibility for any such costs incurred by the bidder. The bidder also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. The bidder receiving the award will obtain or possess general liability and workers' compensation insurance coverage, and will provide Certificates of Insurance to the County to verify such coverage.

QUESTIONS REGARDING THIS INVITATION TO BID:

All questions or concerns regarding this Invitation to Bid must be submitted in writing, by US Postal Service, courier service or by email to Brenda McQueen, Currituck County Public Works Department, 145 Courthouse Road, (all USPS mail to 153 Courthouse Road, Suite 302), Currituck, NC 27929 or Brenda.mcqueen@currituckcountync.gov no later than 5:00 PM, on Tuesday, August 12, 2014. The County may issue an addendum to the Invitation to Bid for distribution to all known prospective proposers. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the County.

PROPOSAL FORMAT:

Lump sum for Phase II proposal, all-inclusive, change orders will not be entertained.

Separate lump sum for Phase II Alternate Proposal, all-inclusive, change orders will not be entertained.

SAMPLE CONTRACT

A sample contract is included in this Bid package.

SCOPE OF SERVICES

1. BACKGROUND & GENERAL SCOPE

The Currituck Senior Center vacated space in the Department of Social Services Building approximately 2-1/2 years ago. The former senior cafeteria will be converted into six individual offices with other renovations to building spaces as noted below (please note – the list below is general in nature and may not be inclusive of all work that is required – attending the pre-bid conference is strongly recommended):

- Convert former cafeteria space into six offices, with electrical receptacles per code and conduit for data drops in each. Office walls must be installed to meet floor of attic and be insulated so sound does not travel from one office to another;
- Installation of drop down stairs for attic access in hallway between kitchen and new office space being created;
- Sprinkler head placement - relocated if necessary to be code compliant;
- Lighting for new office space – remove can lighting and replace existing T12 fixtures with LED lighting (CREE-ZR2440L35K10V 2x4 troffer) ; submittals will be required to be approved by County before purchase and installation of fixtures;
- Individual lighting controls for each of the newly created office spaces;
- Relocation of HVAC Thermostats as necessary;
- HVAC ductwork and condensate lines - relocate as necessary to accommodate office walls continuing to floor of attic;
- HVAC supply and return made available for all six new office spaces;
- Fire damper locations in ductwork as per code;
- Door locks on all six new offices keyed to existing Grand Master key, Master key and individually so office tenants have a key to only their office;
- Drops in each newly created office for communications where specified by County (install conduit, wiring will be done by IT Contractor);
- Add 24” bridge at reception desk between front receiving area and credenza behind receptionist;
- Remove overhang on countertop in reception area, reattach trim flush with front reception wall;
- Enclose former senior exercise room for use as storage room;
- Remove blue vinyl textured wallpaper in hallway from kitchen to reception area; prime walls and apply Sherwin Williams “Sandband” # 2754 paint color;
- Match paint and carpet to offices created in Phase I – each staffer will be selecting the color for the accent wall in his/her office space;
- Remove tack board from conference area – Room 152 - nearest the lobby; smooth surface, prime and paint;
- Remove wall separating office #'s 110A and 110B, re-carpet and paint resulting Room 110;
- Supply and install interior signage for areas created – DSS Director Assistant will assign numbers to spaces.
- Doors to new offices will not be installed in center of wall as the drawings show; they will be installed off-center so as to provide wall space needed inside office spaces.

Phase II – Bid Alternates:

- Replace locking door handle assemblies on all office doors in the original Social Services building, keyed for Grand Master, Master and individual offices.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2014, between the **County of Currituck** (hereinafter "County") and _____, (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** (hereinafter "the Services"). Furnish all materials and labor to build out six office spaces with individual doors in former Senior Center Cafeteria space, doors to be keyed as specified in bid documents, , walls are to be insulated from floor to attic deck; install one drop down staircase for attic access in hallway between kitchen and new office spaces, relocate and/or install HVAC supply and return vents, ductwork, lighting fixtures and sprinkler heads and any other work that may be required to achieve the goal of creating six conditioned office spaces meeting building code with conduit for data lines and installation of the drop down staircase. Site is located at 2793 Caratoke Highway, Currituck, North Carolina 27929.
- 2. Compensation:** The sum of \$ _____
(_____ and 00/100 Dollars) upon satisfactory

completion and presentation of invoice per the accounts payable schedule of the Finance Department.

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 thirty (30) 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 100 (one hundred) 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 upon request a valid and current certificate of workers' compensation and general liability insurance. 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.

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. 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:

Daniel F. Scanlon II, County of Currituck
153 Courthouse Road, Suite 204, Currituck, NC 27929

If the notice is to Contractor:

(Contractor – Name, Address, City, State, ZIP)

12. 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.

13. 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.

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

15. 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.

16. 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.

COUNTY OF CURRITUCK

Clerk to the Board:

By: _____ (SEAL)

Attest:

CONTRACTOR (NAME)

By: _____

By: _____ (SEAL)

Vice-President/Secretary/
Treasurer

_____, President
Printed name

(Affix Corporate Seal)

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

Workers' Compensation	Yes	No
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General Liability	Yes	No
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This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.

Sandra Hill
Finance Officer