

CONTRACT DOCUMENTS

FOR

**COROLLA GREENWAY
PRUNING AND CLEARING PROJECT**

South end of Section A, Ocean Sands to Albacore Street
Corolla, NC

August 7, 2015



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NOTICE TO BIDDERS

Sealed bids will be received until 2:00 p.m. local time on Thursday, August 20, 2015 at the Currituck County Satellite Office located at 1123 Ocean Trail, Corolla, NC 27927, or sealed bids may be mailed to be received by 2:00 p.m. local time on August 20, 2015 to the Currituck County Manager, 153 Courthouse Road, Suite 204, Currituck, NC 27929, for the following project:

**Corolla Greenway
Pruning and Clearing
South end of Section A, Ocean Sands to Albacore Street
Corolla, NC**

The project includes the select pruning and clearing of vegetation in preparation for the construction of a ten foot wide concrete Greenway. Obtain plans from or direct questions to:

Coastal Engineering & Surveying, Inc.
4425 North Croatan Highway
Kitty Hawk, NC 27949
Telephone Number: (252) 261-4151

A \$100.00 deposit will be required for a copy of plans and specifications. Deposit will be refundable to bona fide bidders provided plans and specifications are returned in good condition with 10 days after opening bid. With request for Bidding documents, please supply the following information: Company Name, Contact Person, Street Address and Phone and Fax numbers for Bidding office; North Carolina Contractor's License with limitation and classification.

There will be a mandatory pre-bid conference on Thursday, August 13, 2015 at 10:30 local time at the Corolla Library Conference Room located at 1123 Ocean Trail, Corolla, NC.

Plans may be viewed at:
Currituck County Manager's Office
153 Courthouse Road, Suite 204
Currituck, NC 27929

This will be an informal bid. The bids will be opened on Monday, August 24, 2015, evaluated and contract will be awarded in accordance with the statutory requirements on August 27, 2015. The bidder must be a Licensed North Carolina Landscape Contractor and 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

August 7, 2015

SCOPE OF WORK shall include:

The select pruning and clearing of wooded vegetation within and related to the proposed 15,860 LF of Greenway.

- **SELECT PRUNING** of wooded vegetation 15 feet in width for 10 feet wide concrete path or 10 feet in width for a 5 foot wide concrete path, and to a height of 8 feet above finish grade of Greenway alignment.
- **SELECT CLEARING** of 15 foot wide or 10 foot wide for the construction of the Greenway path unless specifically approved or directed by Engineer.
- **PRUNED and CLEARED** wooded vegetation shall be chipped and removed from the site. No grubbing shall occur.
- Approved NCDOT traffic control measures required.
- Due to site restrictions of the Corolla Greenway Project, it is recommended that bidders visit the site **prior** to the mandatory pre-bid conference on Thursday, August 13, 2015.

NOTES:

- Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to Currituck County and the outside of the envelope must be marked Bid for Currituck County, Corolla Greenway Pruning and Clearing. All bids must be made on forms provided and included in the document. The name, address, and license number with limitation and classification of the Bidder must be plainly marked thereon.
- Each bid must be accompanied by cash or a certified check, drawn on a bank or trust company authorized to do business in North Carolina, payable to Currituck County in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.
- The contractor selected for the project will be required to provide performance and payment bonds.

- Contractors are notified that North Carolina G. S. 87 relating to licensing of contractors will be observed in receiving bids and awarding contracts. **The Bidder must be a Licensed North Carolina Landscape Contractor.**
- In accordance with the Minority Participation Goals, potential prime Contractor(s) must attend the Pre-Bid Conference to be held in the Corolla Library Conference Room located at 1123 Ocean Trail, Corolla, NC on Thursday, August 13, 2015 at 10:30 local time.
- The project shall be completed on or before October 16, 2015.
- Contractor is responsible for:
 - Visiting site and understanding scope of work
 - Locating all utilities
- The Contractor awarded the project will be required to:
 - Execute the Independent Contractor Agreement (sample 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
 - Provide performance and payment bonds
 - Provide a one year warranty on all work
 - Contractor shall identify all sub-contractors.

The right is reserved to reject any or all bids, to waive informalities, and to award contract or contracts which in the opinion of the Owner, appear to be in its best interest.

Any questions or for further information please contact:

OWNER:

Currituck County
 153 Courthouse Road, Suite 204
 Currituck, NC 27929
 Attn: Eileen Wirth, Project Coordinator
 Tele: (252) 232-6018 Fax: (252) 232-3551

PROJECT ENGINEER:

Coastal Engineering & Surveying, Inc.
 4425 N. Croatan Highway/P. O. Box 1129
 Kitty Hawk, NC 27949
 Tel: (252) 261-4151 Fax: (252) 261-1333

BID FORM

The Bidder agrees to perform all the work as shown on the plans and outlined in the specifications, and to furnish all labor, tools, equipment, transportation and all other incidentals necessary for completion of the Corolla Greenway Pruning and Clearing project.

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 titled "Corolla Greenway Pruning and Clearing Project" dated May 1, 2015 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:

The select pruning and clearing of wooded vegetation within and related to the proposed 15,860 LF of Greenway.

- **SELECT PRUNING** of wooded vegetation 15 feet in width for 10 feet wide concrete path or 10 feet in width for a 5 foot wide concrete path, and to a height of 8 feet above finish grade of Greenway alignment.
- **SELECT CLEARING** of 15 foot wide or 10 foot wide for the construction of the Greenway path unless specifically approved or directed by Engineer.
- **PRUNED and CLEARED** wooded vegetation shall be chipped and removed from the site. No grubbing shall occur.
- Approved NCDOT traffic control measures required.
- Due to site restrictions of the Corolla Greenway Project, it is recommended that bidders visit the site **prior** to the mandatory pre-bid conference on Thursday, August 13, 2015.

BASE BID (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, bonds, 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 led closing time for receiving bids.
- Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date

Addendum Number

Respectfully submitted this _____ day of August, 2015.

Name of Firm

Contractors License No.

Signature

Telephone No.

Printed Name and Title

Address

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2015 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:

The select pruning and clearing of wooded vegetation within and related to the proposed 15,860 LF of Greenway.

- **SELECT PRUNING** of wooded vegetation 15 feet in width for 10 feet wide concrete path or 10 feet in width for a 5 foot wide concrete path, and to a height of 8 feet above finish grade of Greenway alignment.
- **SELECT CLEARING** of 15 foot wide or 10 foot wide for the construction of the Greenway path unless specifically approved or directed by Engineer.
- **PRUNED and CLEARED** wooded vegetation shall be chipped and removed from the site. No grubbing shall occur.
- Approved NCDOT traffic control measures required.
- Due to site restrictions of the Corolla Greenway Project, it is recommended that bidders visit the site **prior** to the mandatory pre-bid conference on Thursday, August 13, 2015.

NOTES:

- Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to Currituck County and the outside of the envelope must be marked Bid for Currituck County, Corolla Greenway Pruning and Clearing. All

bids must be made on forms provided and included in the document. The name, address, and license number with limitation and classification of the Bidder must be plainly marked thereon.

- Each bid must be accompanied by cash or a certified check, drawn on a bank or trust company authorized to do business in North Carolina, payable to Currituck County in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.
- The contractor selected for the project will be required to provide performance and payment bonds.
- Contractors are notified that North Carolina G. S. 87 relating to licensing of contractors will be observed in receiving bids and awarding contracts. **The Bidder must be a Licensed North Carolina Landscape Contractor.**
- In accordance with the Minority Participation Goals, potential prime Contractor(s) must attend the Pre-Bid Conference to be held in the Corolla Library Conference Room located at 1123 Ocean Trail, Corolla, NC on Thursday, August 13, 2015 at 10:30 local time.
- The project shall be completed on or before October 16, 2015.
- Contractor is responsible for:
 - Visiting site and understanding scope of work
 - Locating all utilities
- The Contractor awarded the project will be required to:
 - Execute the Independent Contractor Agreement (sample 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
 - Provide performance and payment bonds
 - Provide a one year warranty on all work
 - Contractor shall identify all sub-contractors.

(hereinafter "the Services").

2. Compensation. Contractor will be paid for its Services by County as follows: Contractor shall submit payment request to Project Engineer for approval. Payments will be made in accordance with Currituck County's accounts payable schedule.

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. Contractor shall identify all sub-contractors.

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 _____ 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 _____ days/months for completion of the Services. The term of this contract is _____, 2015 through _____, 2015.

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:
Currituck County Manager
153 Courthouse Road, Suite 204
Currituck, NC 27929

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

If the notice is to Contractor:

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

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.

ATTEST:

COUNTY OF CURRITUCK

By: _____
Clerk to the Board of Commissioners

By: _____(SEAL)

NAME OF CORPORATION

By: _____
_____, Secretary
or
Vice President/Secretary/Treasurer

By: _____(SEAL)
_____, President

(Affix Corporate Seal)

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

Workers' Compensation	Yes	No
General Liability	Yes	No

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

Sandra Hill
Finance Officer

COUNTY OF CURRITUCK E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

AFFIDAVIT:
E-VERIFY COMPLIANCE

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 August, 2015
Signature of Affiant: _____
Print or Type Name: _____
Contractor: _____

State of _____
County of _____

Signed and sworn to (or affirmed) before me, this
the _____ day of August, 2015.

Notary Public
My Commission Expires: _____ (Affix Official/Notarial Seal)

CONSTRUCTION SPECIFICATIONS

FOR

COROLLA GREENWAY PRUNING AND CLEARING PROJECT 5/1/2015

SCOPE OF WORK related to the proposed 15,860 LF of Greenway shall include:

The select pruning and clearing of wooded vegetation within and related to the proposed 15,860 LF of Greenway.

1. **SELECT PRUNING** of wooded vegetation 15 feet in width for 10 feet wide concrete path or 10 feet in width for a 5 foot wide concrete path, and to a height of 8 feet above finish grade of Greenway alignment.
2. **SELECT CLEARING** of 15 foot wide for the construction of the Greenway path unless specifically approved or directed by Engineer. Clearing of trees and other woody vegetation will be removed so that the remaining stumps extend no higher than 12 inches (+ or - 2 inch) above existing grade.
3. **PRUNED** and **CLEARED** wooded vegetation shall be chipped and removed from site. (No grubbing shall occur).
4. Approved traffic control plan by NCDOT prior to commence work.

PROTECTION OF EXISTING VEGETATION:

1. Trees and other woody vegetation designated to remain undisturbed shall be protected from damage throughout the entire construction period. Any damage resulting from the Contractor's operations shall be repaired by the Contractor
2. Any cuts, skins, scrapes or bruises to the bark of the vegetation shall be carefully trimmed using local nursery accepted procedures utilized to seal damaged bark.
3. Any limbs or branches one-half (1/2) inch or greater in diameter which are broken, severed or otherwise seriously damaged during construction will be cut off at the base of the damaged limb or branch flush with the adjacent limb or tree trunk.
4. All roots one (1) inch or greater in diameter which are cut, broken or otherwise severed during clearing operations shall have the end smoothly cut

perpendicular to the root. Roots exposed during excavation or other operations shall be covered with moist earth and/or backfilled as soon as possible to prevent the roots from drying.

PROJECT REQUIREMENTS:

1. Damage to existing infrastructure, private or public, will be repaired by the contractor. The need for any repair will be determined by the Project Engineer prior to the conclusion of the project.
2. The Contractor will remove all trash and garbage generated from the completion of this contract. This is to include all materials generated through personal use by the contractor's employees.
3. The Contractor shall notify the Engineer three days prior to commence work. The Contractor may work at times other than the approved schedule of the Engineers representative. Work Inspections will occur during normal working hours of 8 am to 5pm.
4. Upon successful completion of the required work, Engineer will approve payment to be released to Contractor. Final inspection of the project will be conducted by the Engineer, Contractor must be present during final inspection.