

LANDSCAPE APPEARANCE SERVICE CONTRACT

COUNTY PROPERTIES – MOYOCK

NEWTOWN SEWER DISTRICT, MOYOCK WELCOME CENTER, MOYOCK LIBRARY, MOYOCK
CONVENIENT SITE, SHAWBORO CONVENIENT SITE, WEDGEWOOD LAKES LOT

October 25, 2013



Table of Contents

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**NEWTOWN SEWER DISTRICT, MOYOCK WELCOME CENTER, MOYOCK LIBRARY,
MOYOCK CONVENIENT SITE, SHAWBORO CONVENIENT SITE, WEDGEWOOD
LAKES LOT**

LANDSCAPE APPEARANCE & MAINTENANCE SERVICES

Contract Documents consist of:

- Notice to Bidders
- Instructions to Bidders
- Bid Form
- Independent Contractor's Agreement
- Project Description / Specifications
- Maps of locations to be maintained

NOTICE TO BIDDERS

Sealed bids will be received until 2:00 P.M., Thursday, December 5, 2013, at the Currituck County Public Works Office, 145 Courthouse Road, Currituck, NC 27929, and thereupon publicly opened and read for the following service:

LANDSCAPE APPEARANCE AND MAINTENANCE OF

NEWTOWN SEWER DISTRICT
MOYOCK WELCOME CENTER
MOYOCK LIBRARY
MOYOCK CONVENIENT SITE
SHAWBORO CONVENIENT SITE
WEDGEWOOD LAKES LOT

Bid specifications are attached and may also be viewed at the Public Works Department, ATTN: Brenda McQueen, 145 Courthouse Road, Currituck, NC 27929, (252) 232-2054 or requested by email brenda.mcqueen@currituckcountync.gov

There will be a pre-bid conference Wednesday, November 6, 2013, at 9:00 a.m. in the Board of Commissioners Meeting Room, 153 Courthouse Road, 2nd Floor, Currituck, North Carolina 27929, followed by a tour of properties under contracts out for bid.

INSTRUCTIONS TO BIDDERS
LANDSCAPE APPEARANCE & MAINTENANCE SERVICE CONTRACTS
BARCO3 – BARCO WAY, CONVENIENT SITE, LIBRARY, VETERANS PARK & WATERLILY FIRE STATION

October 25, 2013

Sealed bids will be accepted until 2:00 p.m. on Thursday, December 5, 2013, at the office of the Public Works Department, 145 Courthouse Road, Currituck, NC, 27929. All bids are to be sealed and marked "SEALED BID – LANDSCAPE CENTRAL MAINLAND #5 BARCO2". Current Certificates of Insurance for general liability and workers' compensation as well as current licenses held for chemical applications must be included with the sealed bids.

There will be a pre-bid conference Wednesday, November 6, 2013, at 9:00 a.m. in the Board of Commissioners Meeting Room, 153 Courthouse Road, 2nd Floor, Currituck, North Carolina 27929, followed by a tour of properties under contracts out for bid.

Any questions, problems, or suggestions please contact:

Brenda K. McQueen

145 Courthouse Road (all mail to: 153 Courthouse Road, Suite 302)

Currituck, NC 27929

Brenda.mcqueen@currituckcountync.gov

Phone: 252-232-2504

BID FORM

The Bidder agrees to perform all the work in the scope of work for services and meet all specifications listed, and to furnish all labor, tools, equipment, transportation and all other incidentals necessary to complete the service each service date as outlined in the scope of work and specifications provided.

Service	Bid Amount (per year)
Newtown Sewer District	\$ _____
Moyock Welcome Center	\$ _____
Moyock Library	\$ _____
Moyock Convenient Site	\$ _____
Shawboro Convenient site	\$ _____
Wedgewood Lakes Lot	\$ _____

The prices above shall include labor, materials, overhead, profit, insurance, bonds, etc., to cover the services to be provided.

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.

Respectfully submitted this _____ day of _____, 2013.

Name of Firm

email address of contact person

Signature

Contact telephone number

Printed Name and Title

FAX number

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2013, 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"). Exhibit "A" of this Independent Contractor Agreement dictates the scope of service for each of the properties listed in the Exhibit "A".
- 2. Compensation:** The sum of \$ _____ (_____ and 00/100 Dollars) per year paid in 12 equal monthly installments of \$ _____, upon satisfactory completion of the work, receipt of invoice and 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 be effective January 1, 2014, and terminate December 31, 2016.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venture 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. Contractor 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:

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

ATTEST:

By: _____ (SEAL)

Clerk to the Board

CONTRACTOR

ATTEST:

By: _____ (SEAL)
_____, President

Vice-President/Secretary (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 pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandra Hill
Finance Officer

EXHIBIT A
COUNTY PROPERTIES – MOYOCK

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 to be maintained under the provisions of this Agreement are as follows:
 - a) Newtown Sewer District (PIN 0009-000-055E-0000) from edge of pavement on Newtown Road and all of sanitation district operating site;
 - b) Moyock Welcome Center, 106 Caratoke Hwy;
 - c) Moyock Library, 126 Campus Drive;
 - d) Moyock Convenient Site, 101 Panther Landing Road;
 - e) Shawboro Convenient Site, 426 Shawboro Road;
 - f) Wedgewood Lakes Lot (PIN: 040B-00C-005-0003).
2. 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

1. 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.

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.

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 MAINTENANCE 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.

V. LAWN MAINTENANCE SPECIFICATIONS

A. MOWING

1. Mowing shall be performed in a workmanlike manner that ensures a smooth appearance without scalping or allowing excessive cuttings to remain.
2. All equipment shall be adjusted to the proper height and shall be adequately sharpened.
3. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

4. 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.
5. Mowing shall be accomplished so as to avoid scalping, rutting by tractor/mower tires, and uneven rough cutting.
6. Grass clippings shall not be windrowed.
7. Before each mowing, the Contractor shall remove all debris, trash, stones, limbs, etc.
8. 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.
9. 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.
10. 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, lake banks, 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.
11. Immediately following each mowing, all walkways, drives, and other paved areas shall be cleaned of all grass debris.

B. TRIMMING/EDGING

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

2. 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.
3. 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.
4. All ground cover area and mulched areas shall be kept neatly edged and all grass and weed invasions eliminated.
5. All leaves, fallen limbs, and other shrub and tree debris shall be removed.

C. CHEMICAL EDGING AND DETAILING

Chemical edging may be used only in and around areas approved by the Public Works Director. PRIOR TO APPLICATION OF CHEMICALS, ALL AREAS SHALL BE TRIMMED TO PROPER MOWING HEIGHT. STRING TRIMMER MAY BE USED INSTEAD OF MOWER TO GET GRASS TO PROPER HEIGHT.

D. VEGETATION CONTROL

1. 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.
2. 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.
3. All flower beds, shrub beds, planters, and other cultivated areas shall be kept free from weeds and grass.
4. 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.
5. All gravel lots, walking tracks, rip-rap ditches, cracks and expansion joints between paved areas in sidewalks, parking lots, and other paved areas, drain

fills, 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.

E. PEST AND DISEASE CONTROL

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.

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

As needed.

G. LITTER CONTROL

All litter shall be removed from the grounds before mowing.

H. 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.

I. CURBS - SIDEWALKS - PATIOS, ETC.

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

J. 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.

K. SEASONAL AND SPECIALTY TASKS

Seasonal and specialty tasks shall be performed at least once per year. In some instances more than one operation may be necessary.

L. PRUNING AND TRIMMING OF GROUND COVER AND SHRUBBERY

1. 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, or trees shall be pruned out of these areas.
2. 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. All plant material shall be pruned to allow for safe, and easy vehicular and pedestrian visibility and access.

M. MAINTAIN MULCHED AREAS

Twice a year, when appropriate, Contractor shall replenish all mulched areas including flower beds, mulched wooded areas, trees, shrub beds, etc.

N. 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.



^ Newtown Sewer District Operation Site



^ Moyock Welcome Center



^ Moyock Library

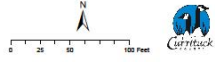


^ Moyock Recycling Center





SHAWBORO CONVENIENT SITE
426 SHAWBORO RD
SHAWBORO, NC



^ Wedgewood Lakes Lot