CONTRACT DOCUMENTS

FOR

Gravel Parking Lot Improvements

at the

Currituck County Historic Courthouse

Currituck, NC

May 23, 2016

NOTICE TO BIDDERS

Bids will be received until 4:00 pm on June 13, 2016 at the Currituck County Engineer's Office, Currituck County Courthouse, 153 Courthouse Road, Suite 302, Currituck, NC 27929, for the following project:

Gravel Parking Lot Improvements at the Currituck County Historic Courthouse

Currituck, NC

A pre-bid conference will be held on-site to review the project and allow access to the existing facilities. **The pre-bid conference will be held at 1:30 pm on June 3, 2016** at the gravel parking lot across the street from the Historic Courthouse, 145 Courthouse Road, Currituck, NC. **Attendance is not mandatory.**

The project includes downsizing of the gravel parking lot across the street from the Historic Courthouse on Courthouse Road. The gravel removed from the abandoned parking areas will be used to fill in low spots of the remaining parking area. Existing curb stops will be repositioned on the remaining parking area. Areas where gravel is removed will be replaced with topsoil and seeded with grass.

Obtain plans from or direct questions to:

Eric T. Weatherly, PE
Phone (252) 232-6035
Eric.Weatherly@CurrituckCountyNC.gov

This will be an informal bid. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statues. 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

Scope of work shall include:

Downsizing of the gravel parking lot across the street from the Historic Courthouse on Courthouse Road. The gravel removed from the abandoned parking areas will be used to fill in low spots of the remaining parking area. Existing curb stops will be repositioned on the remaining parking area. Areas where gravel is removed will be replaced with topsoil and seeded with grass.

NOTES:

- All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statues.
- Contractor is responsible for visiting site and understanding scope of work.
- The project shall be completed within 45 days of the Notice to Proceed.
- The Contractor awarded the project will be required to:
    - Execute the Independent Contractor Agreement (sample attached)
    - Execute the E-Verify Statement (attached)
    - Iran Divestment Certification Form (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
- Contractor is responsible for locating all utilities.
- Bonds are not required

Bids will be received until 4:00 pm on June 13, 2016 at the Currituck County Engineer's Office, Currituck County Courthouse, 153 Courthouse Road, Suite 302, Currituck, NC 27929. ALL BIDS ARE TO BE MARKED "Parking Lot Improvements at the Currituck County Historic Courthouse".

Any questions, problems or suggestions please contact:

Eric T. Weatherly, PE
Eric.Weatherly@CurrituckCountyNC.gov
Phone: 252-232-6035

BID FORM (page 1 of 2)

GRAVEL PARKING LOT IMPROVEMENTS AT THE

CURRITUCK COUNTY HISTORIC COURTHOUSE

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:

Gravel Parking Lot Improvements at the Currituck County Historic Courthouse

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 "Gravel Parking Lot Modifications for Currituck County, 145 Courthouse Road, Currituck County, NC " 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:

BID:

Gravel Parking Lot Improvements

(Lump Sum) $_____

_____

Write out total dollar amount in words

BID FORM (page 2 of 2)

GRAVEL PARKING LOT IMPROVEMENTS AT THE

CURRITUCK COUNTY HISTORIC COURTHOUSE

- 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.

Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

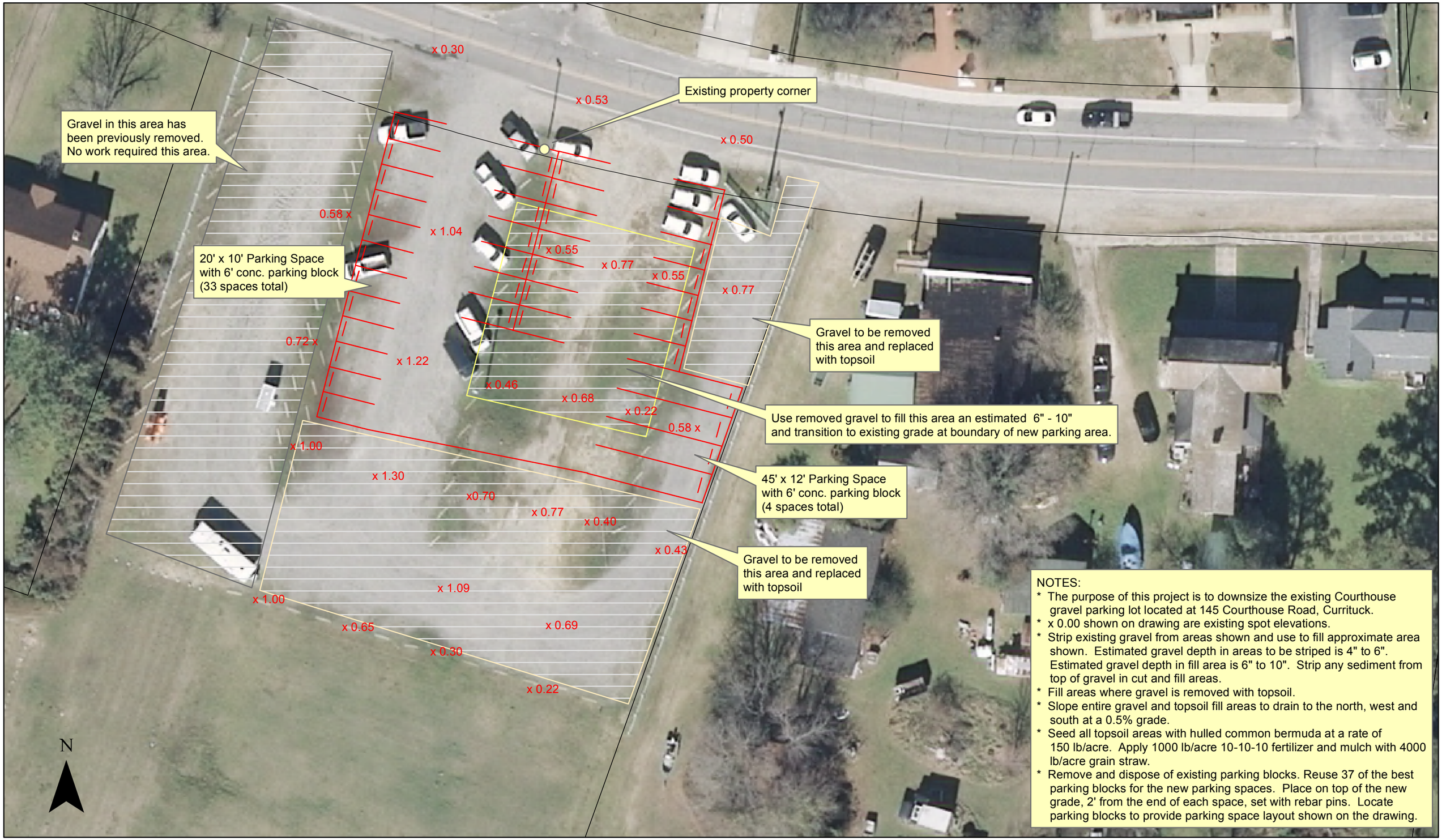
Addendum Date:	Addendum Number:
_____	_____
_____	_____
_____	_____
_____	_____

Respectfully submitted this _____ day of _____, 2016.

_____	_____
Name of Firm	Contractors License No.
_____	_____
Signature	Telephone No.
_____	_____
Printed Name and Title	Fax No.

_____

Address



NOTES:

* The purpose of this project is to downsize the existing Courthouse gravel parking lot located at 145 Courthouse Road, Currituck.
* x 0.00 shown on drawing are existing spot elevations.
* Strip existing gravel from areas shown and use to fill approximate area shown. Estimated gravel depth in areas to be striped is 4" to 6". Estimated gravel depth in fill area is 6" to 10". Strip any sediment from top of gravel in cut and fill areas.
* Fill areas where gravel is removed with topsoil.
* Slope entire gravel and topsoil fill areas to drain to the north, west and south at a 0.5% grade.
* Seed all topsoil areas with hulled common bermuda at a rate of 150 lb/acre. Apply 1000 lb/acre 10-10-10 fertilizer and mulch with 4000 lb/acre grain straw.
* Remove and dispose of existing parking blocks. Reuse 37 of the best parking blocks for the new parking spaces. Place on top of the new grade, 2' from the end of each space, set with rebar pins. Locate parking blocks to provide parking space layout shown on the drawing.

0 15 30 60 90 120 Feet

GRAVEL PARKING LOT MODIFICATIONS FOR CURRITUCK COUNTY
145 COURTHOUSE ROAD, CURRITUCK, NC

"SAMPLE" INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2016 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: **Gravel Parking Lot Improvements at the Currituck County Historic Courthouse** (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 45 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. 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. 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:
County of Currituck
Eric T. Weatherly, PE, County Engineer
153 Courthouse Road, Suite 302
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).

13. 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.

14. 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.

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

16. 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.

17. 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:

By:_____
Clerk to the Board of Commissioners

COUNTY OF CURRITUCK

By: _____(SEAL)

CUT AND PASTE THE APPLICABLE SIGNATURE LINE FROM LAST PAGE IN THIS SPACE

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

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

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:

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

(Affix Corporate Seal)

NAME OF CORPORATION

By:_____(SEAL)
John Doe, President

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)
John Doe, Member

County of Currituck E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT:

COUNTY OF CURRITUCK 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 _____, 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)

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.58

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 147-86.58 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.58 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.