CONTRACT DOCUMENTS

FOR

Retaining Wall Replacement

at the

Currituck County Veterans Memorial Park

Coinjock, NC

May 24, 2016

NOTICE TO BIDDERS

Bids will be received until 4:00 pm on June 17, 2016 at the Currituck County Engineer's Office, Currituck County Courthouse, 153 Courthouse Road, Suite 302, Currituck, NC 27929, for the following project:

Retaining Wall Replacement at the Currituck County Veterans Memorial Park

Coinjock, 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 3:00 pm on June 8, 2016** at the Veterans Memorial Park in Coinjock, NC. **Attendance is not mandatory**.

The project includes removal of 498' ± of existing retaining wall/returns and boardwalk, removal of approximately 2800 sf of existing dock/dolphins and all materials and installation of 498' ± of new 16' vinyl retaining wall/returns with 6' boardwalk/handrails.

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. Bids will not be publically opened and read aloud. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must meet the licensing requirements under Chapter 87 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:

The project includes removal of 498' ± of existing retaining wall/returns and boardwalk, removal of approximately 2800 sf of existing dock/dolphins and all materials and installation of 498' ± of new 16' vinyl retaining wall/returns with 6' boardwalk/handrails.

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 75 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)
    - Execute 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
    - Provide Performance and Payment Bonds
- Provide a seven (7) year warranty on all work.
- Contractor is responsible for locating all utilities.

Bids will be received until 4:00 pm on June 17, 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 "Retaining Wall Replacement at the Currituck County Veterans Memorial Park".

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)

RETAINING WALL REPLACEMENT AT THE

CURRITUCK COUNTY VETERANS MEMORIAL PARK

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 **Retaining Wall Replacement at the Currituck County Veterans Memorial Park**

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 "RETAINING WALL REPLACEMENT AT THE CURRITUCK COUNTY VETERANS MEMORIAL PARK " dated May 24, 2016, 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:

BASE BID:

Removal and construction of Retaining Wall (16' long sheet pile) and Boardwalk

(Lump Sum) $_____

_____

Write out total dollar amount in words

UNIT PRICE BIDS:

Add or deduct per 2' change in sheet pile length (Lump Sum) $_____

_____

Write out total dollar amount in words

Remove concrete crane pedestal 1' below grade (Lump Sum) $_____

_____

Write out total dollar amount in words

GRAND TOTAL (BASE BID PLUS UNIT PRICES):

(Lump Sum) $_____

_____

Write out total dollar amount in words

BID FORM (page 2 of 2)

RETAINING WALL REPLACEMENT AT THE

CURRITUCK COUNTY VETERANS MEMORIAL PARK

- 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 closing time for receiving bids.
- Award of the project will be based on lowest Grand Total bid which includes the total of the base bid plus the unit price bid for a 2' change in sheet pile length plus removal of the existing crane pedestal 1' below grade. The unit price for change in sheet pile length will only be used if necessary based on the testing evaluation.

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

DESIGN CRITERIA

SERVICE CONDITIONS DENOTES THE MAXIMUM ALLOWABLE ENVIRONMENTAL AND BERTHING CONDITIONS WITHIN WHICH THE STRUCTURE IS DESIGNED TO OPERATE. FACTOR OR SAFETY IS IN ACCORDANCE WITH CODE.

EXTREME CONDITION DENOTES THE MAXIMUM ALLOWABLE ENVIRONMENTAL AND IMPACT CONDITIONS WITHIN WHICH THE STRUCTURE IS DESIGNED TO MAINTAIN ITS STRUCTURAL INTEGRITY.

1. DESIGN LOADS –
   A. LIVE LOAD:
      LIVE LOAD ON PEDESTRIAN PLATFORMS, DECKING AND MARINE STRUCTURES = 100psf
      SNOW LOAD = 30psf (NON–CONCURRENT)

   B. WIND LOAD:
      WIND SPEED = 110mph

GENERAL NOTES

1. ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, COUNTY OR LOCAL CODES HAVING JURISDICTION OVER SUCH WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THAT PORTION OF THE WORK.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, AND SAFETY OF WORK.
3. DIMENSIONS SHOWN ON THESE CONTRACT PLANS HAVE BEEN OBTAINED FROM LIMITED FIELD SURVEY AND MAY NOT REFLECT ACTUAL FIELD CONDITIONS, ACCORDINGLY, THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING FIELD MEASUREMENTS OF ALL EXISTING STRUCTURES IMPACTED BY THE NEW WORK TO ASSURE CONSISTENCY WITH THE PROPOSED CONSTRUCTION PLANS; THAT IS THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS, DIMENSIONS, CLEARANCES, ELEVATIONS, AND OTHER INFORMATION INDICATED IN THE DOCUMENTS PRIOR TO ORDERING ANY MATERIALS, COMMENCING AND ANY FABRICATIONS, OR PERFORMING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE OF ANY FIELD CONDITIONS WHICH MAY DIFFER FROM THE REPRESENTED PRIOR TO COMMENCING WORK.
4. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VISIT THE SITE AND SHALL IDENTIFY ANY UTILITIES, STRUCTURES, OR ANY OTHER ELEMENTS WHICH MAY IMPEDE WORK. UTILITY AND/OR STRUCTURE RELOCATIONS, IF NECESSARY, SHALL BE COORDINATED THROUGH THE OWNERS REPRESENTATIVE AT NO ADDITION COST.
5. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VISIT THE SITE AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE AND ANY OTHER OCCUPYING TENANT WHO WILL BE AFFECTED BY REPAIR OPERATIONS.
6. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK THROUGH THE OWNER'S REPRESENTATIVE AND ANY OTHER OCCUPYING TENANT WHO WILL BE AFFECTED BY REPAIR OPERATIONS.
7. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA REGULATIONS AND SAFETY PROCEDURES TO ENSURE PERSONNEL HEALTH AND SAFETY. THE CONTRACTOR MUST MAINTAIN A SAFE AND CLEAN WORKING ENVIRONMENT AND SHALL ASSURE PROPER FUNCTIONING PERSONNEL EQUIPMENT AT ALL TIMES. IN AREAS WHERE PEDESTRIAN AND/OR VEHICULAR TRAFFIC MAY BE AFFECTED BY THE WORK, THE CONTRACTOR SHALL CORDON OFF THE WORK AREA.
8. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO PREVENT DAMAGE TO EXISTING STRUCTURES BY OR AS A RESULT OF HIS OPERATIONS. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AS DIRECTED BY THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST. THE CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING OUTFALLS WITHIN THE PROJECT WORK LIMITS.
9. ALL DEBRIS AS A RESULT OF, OR IN THE IMMEDIATE VICINITY OF THE WORK SHALL BE RECOVERED AND PROPERLY DISPOSED OF BY THE CONTRACTORS AT NO ADDITIONAL COST.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT ANY CONSTRUCTION DEBRIS OR WASTE FROM FALLING INTO THE WATER. ANY DEBRIS FALLING INTO THE WATER SHALL BE RECOVERED AND PROPERLY DISPOSED OF.
11. CONTRACTOR'S STORAGE AREA: DUE TO THE SITE'S WATERFRONT LOCATIONS, ALL NECESSARY MEASURES SHALL BE TAKEN TO PREVENT BY ANY METHOD, OIL, CONSTRUCTION DEBRIS, STOCKPILED MATERIALS, AND OTHER MATERIALS ON THE SITE, FROM ENTERING THE WATERWAY. STAGING/LAY DOWN AREAS, AS APPROVED BY THE OWNER;S REPRESENTATIVE, SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING CONDITION. IN ADDITION, THE CONTRACTOR SHALL REPLACE ALL DAMAGED MATERIALS AS A RESULT OF HIS OPERATIONS, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
12. CONTRACTOR SHALL IMPLEMENT THOSE DIMENSIONS IDENTIFIED AS "MINIMUM" OR "MAXIMUM" AS INDICATED.
13. ALL REFERENCES IN THESE NOTES TO "ENGINEER" INDICATES THE ENGINEER OR RECORD HOUSE ENGINEERING, PC. ALL REFERENCES TO "OWNER" INDICATES THE COUNTY OF CURRITUCK. ALL REFERENCE TO TO "OWNER'S REPRESENTATIVE" INDICATE ANY DESIGNATED ENTITY AUTHORIZED TO ACT ON THE OWNER'S BEHALF.
14. SITE ACCESS AND STAGING ON LAND IS LIMITED. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ANY AND ALL CONTRACTORS TO AVOID CONFLICTS. CONFLICTS WILL BE RESOLVED WITH THE OWNER'S REPRESENTATIVE.
15. SHEET PILE EMBEDMENT DEPTH IN EXCESS OF 16' SHALL BE DETERMINED BY EVALUATION BY ENGINEER OF RECORD.

DEMOLITION

1. TIMBER PILES COMPRISING EXISTING "DOLPHINS" ADJACENT TO EXISTING PAVILION TO BE REMOVED AND DISPOSED FULL LENGTH OF PILES. EXISTING PAVILION TO BE DISMANTLED AND REMOVED. ALSO REMOVE DECK, DECK PILES AND EXISTING BULKHEAD. ALL COSTS AND LOCATION OF SITE FOR DISPOSAL SHALL BE PROVIDED BY THE CONTRACTOR.
2. CONTRACTOR SHALL REMOVE, STOCK PILE AND REPLACE RIPRAP AS NECESSARY TO INSTALL TIMBER PILES. SPECIAL CARE SHALL BE EXCISED TO PREVENT DAMAGE TO THE BEDDING AND FILER LAYERS.

EXCAVATION AND BACKFILL

1. THE CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE, A REMOVAL SCHEDULE, AND A TEMPORARY SHORING PLAN AS MAY BE REQUIRED FOR DEMOLITION AND REMOVALS. THE TEMPORARY SHORING PLAN SHALL BE DESIGNED AND PREPARED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NORTH CAROLINA. THE CONTRACTOR SHALL NOT COMMENCE WORK WITHOUT APPROVAL FROM THE OWNER'S REPRESENTATIVE OF THE DEMOLITION AND REMOVAL SCHEDULE AND THE TEMPORARY SHORING PLAN. THE CONTRACTOR MUST PROVIDE THE ENGINEER AS PART OF THESE SERVICES.
2. WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR THOSE ITEMS.
3. EXCAVATION SHALL INCLUDE REMOVAL OF PAVEMENTS, FOUNDATIONS, AND ALL OTHER MATERIALS INCLUDING ROCK, IF ENCOUNTERED.
4. ELEVATIONS SHALL BE TO ELEVATIONS REQUIRED FOR INSTALLATION OF PERMANENT CONSTRUCTION WITHOUT DISTURBANCE TO SUBGRADE BELOW SUCH ELEVATIONS.
5. BACKFILLING SHALL INCLUDE FILLING OF EXCAVATIONS MADE FOR CONSTRUCTION PURPOSED, EXTENDING TO EXISTING OR DESIGN GRADE.
6. BACKFILL SHALL BE PLACED IN EIGHT INCHES MAXIMUM LOOSE LIFTS AND COMPACTED TO PROVIDE 95% OF MAXIMUM DRY DENSITY PER ASTM–D–1556.

TIMBER

1. ALL TIMBER SHALL BE SOUTHERN PINE. ALL TIMBER SHALL BE No. 2 OR BETTER.
2. ALL TIMBER DECKING SHALL BE ACQ TYPE B TREATED AT A RETENTION RATE OF 0.6 lb/ft^3 PER AWPA–P5.
3. ALL TIMBER BLOCKING JOISTS, PILE CAPS AND PILES SHALL BE ACQ TYPE B TREATED AT A RETENTION RATE OF 2.5 lb./cu.ft PER AWPA–P5.
4. ALL FABRICATED TIMBER SHALL BE TREATED AFTER FABRICATION, PRIOR TO INSTALLATION. ANY CUSTS MADE AFTER INSTALLATION SHALL BE RE–TREATED IN ACCORDANCE WITH AWPA STANDARDS 2005, 63.1.

LAG SCREWS

1. LAG SCREWS SHALL CONFORM TO ANSI/ASME STANDARD B18.2.1–1981.
2. LEAD HOLES FOR LAG SCREWS SHALL BE BORED AS FOLLOWS:
   A. THE CLEARANCE HOLE FOR THE SHANK SHALL HAVE THE SAME DIAMETER AS THE SHANK AND THE SAME DEPTH OF PENETRATION AS THE LENGTH OF THE UNTHREADED SHANK.
   B. THE LEAD HOLE FOR THE THREADED PORTION SHALL HAVE A DIAMETER EQUAL TO 70% OF THE SHANK DIAMETER AND A LENGTH EQUAL TO AT LEAST THE LENGTH OF THE THREADED PORTION.
3. THE THREADED PORTION OF THE LAG SCREW SHALL BE INSERTED IN ITS LEAD HOLE BY TURNING WITH A WRENCH, NOT BY DRIVING WITH A HAMMER.
4. SOAP OR OTHER LUBRICANT SHALL BE USED ON THE LAG SCREWS OR IN THE LEAD HOLES TO FACILITATE INSERTION AND PREVENT DAMAGE TO THE LAG SCREW.

TIMBER PILES

1. ALL TIMBER PILES SHALL BE 10" dia. (BUTT) SOUTHERN YELLOW PINE SUITABLE FOR A DESIGN STRESS OF 1,200psi. IAW ASTM D2899–70 T.
2. TIMBER PILES SHALL CONFORM TO REQUIREMENTS OF ASTM–D25–1999 (2005) AND SHALL BE DRIVEN TO A MINIMUM EMBEDMENT OF 30 FEET AND ACHIEVE A MINIMUM CAPACITY OF 10 TONS.
3. TIMBER PILES SHALL BE CCA TREATED AT A RETENTION RATE OF 2.5 lb/cu.ft. PER AWPA–P5.
4. MAXIMUM ALLOWABLE HORIZONTAL DEVIATION FOR PILES IS 3 INCHES MAXIMUM ALLOWABLE VERTICAL DEVIATION FOR PILES IS 1 INCH IN 10 FEET.

GALVANIZING

1. UNCOATED CARBON–STEEL HARDWARE, FASTENERS, AND MISCELLANEOUS STEEL SHALL BE HOT–DIP GALVANIZED PER ASTM A153/ A153M.
2. DAMAGED OR MISSING COATINGS SHALL BE REPAIED PER ASTM–01.
3. MINIMUM HOT–DIP GALVANIZING THICKNESS SHALL BE GRADE 100, 2 $oz./ft.^2$

COMMERCIAL/MANUFACTURER COMPONENTS

1. THESE COMPONENTS WHERE SPECIFIED SHALL BE INSTALLED AND LOCATED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, UNLESS OTHERWISE NOTED.
2. CONTRACTOR MUST SUBMIT SHOP DRAWINGS, MANUFACTURER'S SPECIFICATIONS AND NORTH CAROLINA STATE SIGNED AND SEALED CALCULATIONS FOR APPROVAL BY ENGINEER FOR ALL COMMERCIAL/MANUFACTURER'S COMPONENTS.

FASTENERS

1. ALL DECK SCREWS WILL BE #10x4" STAINLESS STEEL.

RECYCLED PLASTIC LUMBER (OPTIONAL)

1. ALL RPL COMPOSITE DECKING SHALL CONFORM TO REQUIREMENTS STATEDS IN THE TECHNICAL SPECIFICATION 067300.
2. ALL RPL COMPOSITE MATERIALS COLOR AND TEXTURE TO MATCH NATURAL WOOD.

PROPOSED SEEDING SPECIFICATIONS

SEEDING DATES: APRIL 1– AUG. 31

SEED MIXTURE	APPLICATION RATES/ACRE
COMMON BERMUDA (HULLED)	150 LBS.
REBEL FESCUE	250 LBS.

FERTILIZER
10–10–10 @ 1,000 LB/ACRE
LIME @ 3,000 LB/ACRE

MULCH
APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

SEEDING DATES: SEPT. 1 – MARCH 31

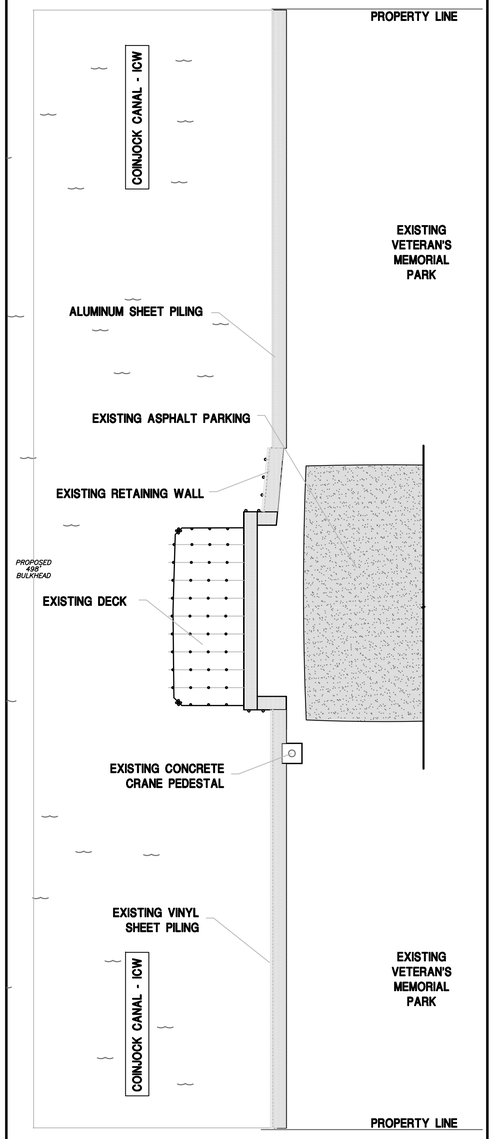
SEED MIXTURE	APPLICATION RATES/ACRE
COMMON BERMUDA (UNHULLED)	250 LBS.
REBEL FESCUE	250 LBS.

FERTILIZER
10–10–10 @ 1,000 LB/ACRE
LIME @ 3,000 LB/ACRE

MULCH
APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

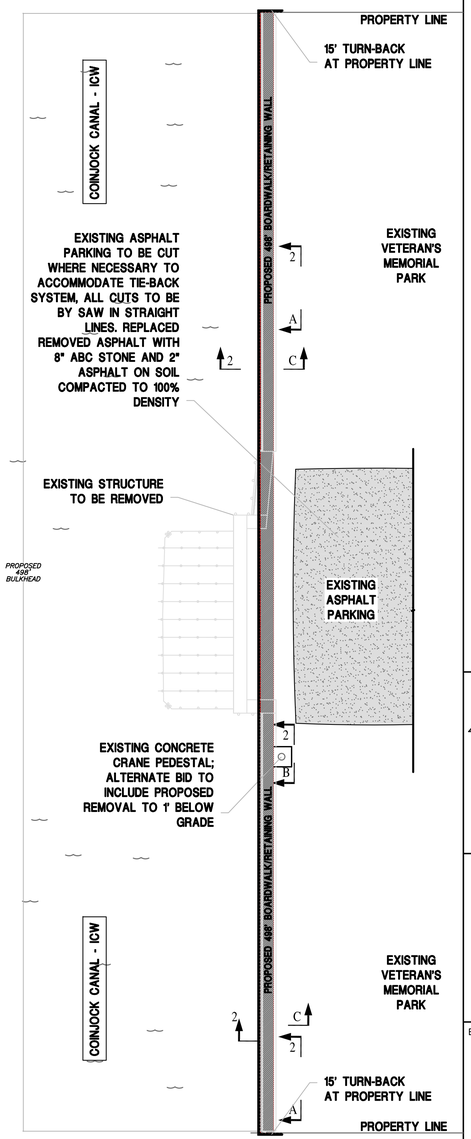
GENERAL:
– FERTILIZER RATES SHOWN ARE GENERAL RECOMMENDATIONS; FREQUENCY AND AMOUNT OF FERTILIZATION CAN BEST BE DETERMINED THROUGH SITE SPECIFIC SOIL TESTING.
– SATISFACTORY STABILIZATION AND EROSION CONTROL REQUIRES A COMPLETE VEGETATIVE COVER EVEN SMALL BREACHES IN VEGETATIVE COVER CAN EXPAND RAPIDLY IF LEFT UNATTENDED. A SINGLE HEAVY RAIN IS OFTEN SUFFICIENT TO GREATLY ENLARGE BARE SPOTS, AND THE LONGER REPAIRS ARE DELAYED THE MORE COSTLY THEY BECOME. PROMPT ACTION WILL KEEP SEDIMENT LOSS AND REPAIR COST DOWN. NEW SEEDLINGS SHOULD BE INSPECTED FREQUENTLY AND MAINTENANCE PERFORMED AS NEEDED. IF RILLS AND GULLES DEVELOP THEY MUST BE FILLED, RE–SEEDED, AND MULCHED AS SOON AS POSSIBLE. DIVERSIONS MAY BE NEEDED UNTIL NEW PLANTS TAKE HOLD.

MAINTENANCE REQUIREMENTS EXTEND BEYOND THE SEEDING PHASE
WEAK OR DAMAGED SPOTS MUST BE RELIMED, FERTILIZED, MULCHED AND RE–SEEDED AS PROMPTLY AS POSSIBLE. REFERTILIZATION MAY BE NEEDED TO MAINTAIN PRODUCTIVE STANDS.



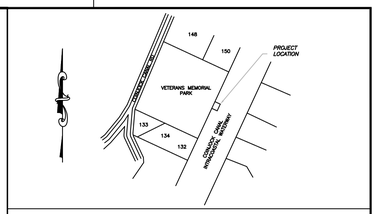
DEMO PLAN 1-A

SCALE: N.T.S.
PROPOSED BOARDWALK/PAVILION DEMO PLAN



KEY PLAN 1-B

SCALE: N.T.S.
PROPOSED BULKHEAD PLAN



VICINITY MAP–NTS

ABBREVIATIONS

ADD'L.	ADDITIONAL
ALT.	ALTERNATE
ARCH.	ARCHITECTURAL
BAL.	BALANCE
BM.	BEAM
BOT.	BOTTOM
BP.	BEARING PLATE
BS.	BOTTOM OF SLAB
CLR.	CLEAR
CL.	CENTERLINE
COL.	COLUMN
CONC.	CONCRETE
CONST.	CONSTRUCTION
DIA. OR ø	DIAMETER
DWG.	DRAWING
DWL(S)	DOWEL(S)
EA.	EACH
EE.	EACH END
EF.	EACH FACE
EL. OR ELEV.	ELEVATION
EOS	EDGE OF SLAB
EQ.	EQUAL
EW.	EACH WAY
EXIST.	EXISTING
EXP. JT.	EXPANSION JOINT
FIN.	FINISH
FLR.	FLOOR
FLG.	FLANGE
FT. OR '	FEET OR FOOT
FTG.	FOOTING
F_y.	YIELD STRESS
GALV.	GALVANIZED
GR.	GRADE
HOR.	HORIZONTAL
H.L.	HIGH STRENGTH
H.L.B.	HIGH STRENGTH BOLT
HT.	HEIGHT
IN. OR "	INCHES
IAW	IN ACCORDANCE WITH
KSI	KIPS PER SQUARE INCH
L	LONGITUDINAL
LLH.	LONG LEG HORIZONTAL
LLV.	LONG LEG VERTICAL
L.W.	LONG WAY
MAX.	MAXIMUM
MIN.	MINIMUM
MECH.	MECHANICAL
MISC.	MISCELLANEOUS
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPP.	OPPOSITE
PL.	PLATE
MOM.	POUNDS PER SQUARE INCH
PSF.	POUNDS PER SQUARE FOOT
R	RADIUS
REINF.	REINFORCING
REF.	REFERENCE
REQD.	REQUIRED
RPL	RECYCLED PLASTIC LUMBER
SECT.	SECTION
SIM.	SIMILAR
SST.	STAINLESS STEEL
STIFF.	STIFFENER
STRUCT.	STRUCTURE
SYMM.	SYMMETRICAL
T	TOP
THK. OR THKNS.	THICK OR THICKNESS
T.C.	THROUGHOUT
T.C.S.	TOP OF STEEL
T.S.	TOP OF SLAB
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
VA.	VARIES
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
W/	WITH
W.P.	WORK POINT
W.W.F.	WELDED WIRE FABRIC
W.W.M.	WELDED WIRE MESH

HOUSE ENGINEERING, P.C.
P.O. BOX 466
KITTY HAWK, NORTH CAROLINA 27949
OFFICE: (252) 261–8253 FAX: (252) 261–3283
e–mail: rick@houseengineering.net

Retaining Wall Plan for:
for
Veterans Memorial Park Pier

Project Location:

Coinjock, Currituck County, North Carolina

ENGINEER SEAL

NORTH CAROLINA PROFESSIONAL SEAL 24740 ENGINEER FREDERICK A. HOUSE

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APPROVALS		DATE
DRAWN	M. ROBERTSON	5/24/2016
CHECKED	R. HOUSE	5/24/2016
ENGINEER	R. HOUSE	5/24/2016
SUBMITTED	R. HOUSE	
RECEIVED		

APPLICABLE DRAWING TOLERANCES

PROJECT NUMBER 113769

PROJECT CONTACTS: House Engineering, PO Box 466, Kitty Hawk, NC, 27949, (252) 261–8253

SIZE	DRAWING NUMBER	REV	SHEET NO.
D	113769	-	S1

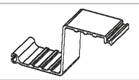
CAD FILENAME: 113769 SCALE: AS NOTED

Crane Materials International

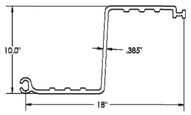
ShoreGuard
Synthetic Sheet Piling

Updated November 1, 2014

SG-650



Allowable Moment (M)	7,893 ft-lb/ft	35.11 kN-m/m
Section Modulus (Z)	29.6 in^3/ft	1,591 cm^3/m
Moment of Inertia (I)	148 in^4/ft	20,212 cm^4/m
Impact Strength	15,000 in-lbs/in^2	2,625 N-mm/mm^2
Thickness (t)	0.385 in	9.8 mm
Section Depth	10.0 in	254 mm
Section Width	18 in	457 mm
Material	Weatherable Rigid Vinyl	
Standard Colors	Grey, Clay	
Technology	Z Profile, I-Beam Lock, XCR™	
Standard Packaging	12 sheets/bundle	



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"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: **Retaining Wall Replacement at the Veterans Memorial Park** (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 75 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.