



COUNTY OF CURRITUCK
Request for Proposals for Grounds Maintenance
RFP 2020 – 1.9

The County of Currituck, North Carolina (“County”) requests proposals for grounds maintenance for Currituck County properties for a three (3) year term. The County has divided grounds maintenance into seven (7) areas as listed below.

- Contract #1 – Moyock Area
- Contract #2 – Currituck Area
- Contract #3 – Southern Area
- Contract #4 – Knotts Island/Gibbs Woods Area
- Contract #5 – Historic Corolla Park and Whalehead Subdivision Area
- Contract #6 – Corolla Greenway Area
- Contract #7 – Carova Area

The complete submittal, consisting of one (1) original, one (1) additional hard copy, and one (1) digital copy on a USB drive or CD must be submitted in a sealed envelope, clearly marked “RFP 2020 – 1.9 – Grounds Maintenance” and delivered to Attn: Rebecca Gay, Contract Purchasing Agent, 153 Courthouse Road, Suite 210, Currituck, NC 27929 by no later than 12:00 p.m., February 5, 2020. Submittals received after this deadline will not be considered.

Proposals will not be publically opened and read aloud. Proposals will be evaluated and the contract will be awarded in accordance with the statutory requirements. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit proposals. The County reserves the right to reject any and all proposals and to accept such proposals 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 Proposers

RFP 2020 – 1.9

1.0 Submission of Proposals

The complete submittal, consisting of one (1) original hard copy, one (1) additional copy, and one (1) digital copy provided on a USB drive or CD must be submitted in a sealed envelope, clearly marked “RFP 2020 - 1.9 – Grounds Maintenance.”

Proposals may be hand-delivered or mailed to:

Currituck County Attorney’s Office
Attention: Rebecca Gay, Contract Purchasing Agent
Hand-Delivered: 153 Courthouse Road, Suite 207, Currituck, NC 27929
Mailed: 153 Courthouse Road, Suite 210, Currituck, NC 27929

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday
Phone: (252) 232-6080
Email: Rebecca.Gay@CurrituckCountyNC.Gov

Proposals must be received no later than 12:00 p.m. on February 5, 2020. Proposals received after this deadline will not be considered. Actual receipt by the County and not the mailing or sending date shall control.

The Proposer agrees to perform 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 as outlined in the Scope of Work and specifications provided.

The County reserves the right to reject any and all proposals and to accept such proposals as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

2.0 Pre-Proposal Conference

A Pre-Proposal Conference will be conducted on January 22, 2020 at 10:00 a.m. at the Historic Courthouse, Board of Commissioners Meeting Room, 153 Courthouse Road, Currituck, NC. Attendance at the Pre-Proposal Conference is not mandatory; however, interested Contractors are encouraged to attend.

3.0 Questions

Written questions shall be submitted via email to rebecca.gay@currituckcountync.gov no later than 2:00 p.m. on January 27, 2020. To the extent Currituck County determines to respond to questions, responses and any supplemental instructions will be in the form of a final written addendum, which if issued, will be emailed to all contractors holding this RFP no later than 4:00 p.m. on January 29, 2020. All addenda shall become part of the RFP.

4.0 Preparation of Response

Proposals should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the work to be performed. Proposals shall be submitted on the forms included with the solicitation documents. Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

5.0 Evaluation of Submittals

Sealed proposals will be reviewed and evaluated by a committee of county personnel.

The successful Proposer will be selected based upon the best overall proposal offered to the County. The County will use the following criteria and weight to evaluate and score responsible and qualified proposals.

Evaluation Criteria	Weight
Price (Bid)	40
Qualifications and References	30
Resources	25
Completeness of Proposal	5

The County reserves the right to award the contract to other than the lowest price Proposer. By submitting its Proposal in response to this RFP, Proposer accepts the evaluation process as outlined in this section.

6.0 Proposal Requirements

In order to evaluate responses efficiently and equitably, Proposers shall provide the following information as formatted below. Failure to submit this information may render your proposal non-responsive.

Title Page

- a. Include the name of proposer's company, address, telephone number, email, name of contact person, date, and the subject: "Request for Proposals for Grounds Maintenance."

Table of Contents

- a. Clear identification of the information provided by section and page number.

Section 1: General Information

- a. Legal Name of Company; Date of Foundation.
- b. Type of company (individual, partnership, corporation, etc.) and list of names of all partners, principals, etc.
- c. Name, title, address, and telephone number of the company's authorized representative. The person identified must be empowered to make binding commitments for the company.
- d. Statement signed by authorized representative certifying that the information contained in the submitted proposal, is true, accurate, and complete and includes all information

necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.

Section 2: Qualifications

- a. Provide number of years' experience in landscaping services and grounds maintenance; more preferred
- b. Provide background in handling and number of similar size projects in the last seven (7) years; more preferred.
- c. Provide a list of key staff describing applicable experience, training, and certifications in the required services.

Section 3: References

- a. Contractor shall provide at least three (3) references for which the company has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and date and term of the contract. Currituck County may not be used as a reference.

Section 4: License and Certification Requirements

- a. Provide a current North Carolina Landscape Contractor License.
- b. Provide a current license for chemical applications.

Section 5: List of Equipment

- a. Provide a list of Contractor-owned equipment to be utilized in performance of the contract. Include manufacturer, model, and age or number of hours.

Section 6: Bid Form

- a. All bids must be submitted on the provided Bid Form.

Section 7: Insurance

The Contractor shall maintain, at its own expense, and provide a current certificate of insurance with the following coverage and limits:

- a. Workers' Compensation - Vendor agrees to maintain Workers' Compensation Insurance in accordance with North Carolina General Statute Chapter 97.
- b. Commercial General Liability – Combined single limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Commercial Automobile Liability – Combined single limit no less than \$1,000,000. Coverage shall include liability for owned, non-owned and hired automobiles.
- d. Additional Insured - Vendor agrees to endorse the County as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability.
- e. Certificate Holder shall be listed as: County of Currituck, 153 Courthouse Road, Currituck, NC 27929.

Scope of Work

RFP 2020 – 1.9

SECTION ONE: GENERAL SPECIFICATIONS

1.1 Professional Registrations and Licensing

Contractor shall maintain a North Carolina Landscape Contractor License and shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, s/he shall bear all cost arising there from.

All work involving the use of chemicals shall be in compliance with all federal, state, and local laws. Chemicals shall only be applied by those persons possessing a valid North Carolina license. Contractor shall be required to continuously have at least one (1) full-time employee on staff with the required licenses throughout the entire term of the contract.

1.2 Materials and Equipment

Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, overhead, tools, equipment, fuel, site repair, clean-up and incidentals necessary for the completion of his work, and shall be responsible for the safe, proper and lawful maintenance and use of same, all in accordance with the contract documents.

Contractor must demonstrate to the satisfaction of the County that the maintenance equipment to be used in the Work is in good working condition and suitable for performing the Work required. Trucks, mowing equipment, string trimmers, blowers, hand tools, pesticide sprayers, and other necessary equipment and supplies to perform the Work as outlined herein must be in the Contractor's inventory or available by formal agreement at the time of Contract award. All vehicles must be identified with the contractor's name.

Operate all work equipment in a safe manner so as not to create a hazard to the public. Keep wheels off travel ways during maintenance operations.

The County will conduct periodic inspections of maintenance equipment required to perform the Work. Blades are to be kept sharp, and blades showing excessive wear or damage are not to be used. All brakes on the mowing equipment are to be properly maintained and operative and all pulley and belt guards are to be in place. All mowing equipment must be equipped with shields or guards that preclude foreign objects from being thrown out from the cutting enclosures or exposed moving parts. Guards must be in place and in a down position while mowing.

The Contractor may not leave any equipment onsite overnight unless approved by the Public Works Director.

1.3 Personnel

The personnel listed in the Contractor's Proposal should be assigned to the Work until

completion.

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.

1.4 Staffing Requirements and Identification of Contractor Personnel

The Contractor shall provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the County.

Personnel shall maintain a neat and clean appearance. Shirts must be worn at all times, clearly identifying the person and the name of their company. All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas.

The Contractor personnel must be reachable by phone or email in all situations and must respond within 24 hours.

The Contractor shall provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours.

1.5 Supervision

One competent individual will be available at all times to supervise the work. This individual shall be a full-time employee of the Contractor. This individual shall be experienced in the type of work being performed and fully capable of managing, directing, and coordinating the work, reading and thoroughly understanding the contract, and receiving and carrying out directions from the County.

The competent individual must be reachable via cell phone or email during the Contract Period.

1.6 Safety Requirements

Contractor shall provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. Contractor shall be responsible for any damage to the Owner's property or that of others on the job, by himself or his personnel, and shall make good on such damages. Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.

Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the General Industry (Title 29, Code of Federal Regulations, Part 1910).

1.7 Working Hours

Routine operations will be restricted to daylight hours. Work may only be performed when

visibility allows safe operations. Weekend work may be necessary at many locations.

Many County properties are popular sites for a variety of events, both public and private. Contractor shall maintain flexibility in scheduling grounds maintenance of frequently used areas to minimize the impact on visitors and to be responsive to the accommodation of special needs.

Emergency or non-routine work shall be performed as necessary with prior approval by the Public Works Director. It may be necessary to preschedule certain types of work at many locations.

Application of chemicals is restricted to appropriate weather conditions in accordance with the manufacturer's specifications.

1.8 Contract Term

The contract term is from March 1, 2020 to February 28, 2023.

1.9 Service Cycle

Service cycles shall be completed in their entirety a minimum of every seven (7) days. Once a cycle begins, it shall be continuous until the cycle is complete.

1.10 Service Reports

The Contractor shall complete a weekly service report (provided in Attachment A) each property in a Contract Area. Each service report shall be emailed to donna.keene@currituckcountync.gov by the close of business on Friday of each week.

1.11 Property Inspections

The condition of each project location will be inspected on a continual basis by the County.

If problems are identified, the Contractor will have one (1) week to rectify the issue(s). Reoccurrence of the problem(s) will not be acceptable to the terms of this Proposal and may be used as grounds for termination of the Contract.

1.12 Property and Plant Protection and/or Replacement

The Contractor will be held responsible for all property and plant damage, including negligence in the course of performing the work. Any property or plants damaged during the course of the work shall be restored by the Contractor to a condition that is equivalent to the condition before the damage was done. This includes damage to County owned property, turf, shrubbery, trees, flowers, and other plant material. All repairs or replacements will need to be approved in advance by the County.

All damages must be reported immediately to the County and all damaged items must be replaced or returned to their original condition within fourteen (14) calendar days or less. The County will determine whether or not the Contractor is qualified to make the required replacements. If the Contractor is not qualified to make the repair or replacement, the County will make them at the Contractor's expense. Only County approved plant materials, or parts are to be used when making repairs. The County will determine the locations, quantities, varieties,

and approved sources of plant material. No plant replacements are to take place without prior approval from the County.

1.13 Initial Cleanup of Property

Services during the first week of March 2020 will include initial cleanup of property. Washed up debris, fallen limbs, leaves and other materials littering grounds during the winter months shall be removed. Cut limbs that have grown downward and are a potential danger to pedestrians cut in such a way as to not interfere with the health and integrity of the tree. Spray for poison ivy and/or oak around trees or other areas of the property as needed.

1.14 Contracts Areas

The following Contract Areas identify properties to be maintained under the terms of this Proposal. Maps for each contract area are available in Appendix A.

1.14.1 Contract #1 - Moyock Area

- Moyock Welcome Center
- Moyock Library
- Moyock Convenience Site
- Moyock Elementary School Athletic Fields
- Shawboro Convenience Site
- Poyners Road Boat Ramp
- Shingle Landing Boat Ramp
- Tulls Creek Boost Station
- Moyock Water Tower
- High Cotton Water Tower and Access Road
- Newtown Road Sewer
- Moyock Commons Sewer

1.14.2 Contract #2 – Currituck Area

- Sligo Boost Station
- Wedgewood Lakes Lot
- Currituck Water Tower and area directly across Tulls Creek Road
- Currituck County Governmental Center
- Sidewalk on Highway 168 between Governmental Center and Historic Courthouse Complex
- Historic Courthouse Complex
- Soil & Water Conservation and Highway Patrol Buildings
- N.C. Forest Service Building
- Knapp School Athletic Fields
- 167 Maple Road
- Currituck County Sheriff's Office
- Currituck County Detention Center

1.14.3 Contract #3 – Southern Area

- Barco Convenience Site
- Barco Library

- Welcome to Coinjock Signs (One sign north of bridge and one sign south of bridge)
- Veterans Memorial Park
- Waterlily Fire Station
- Waterlily Road Boat Ramp
- Coinjock Boost Station
- Welcome to Grandy Sign
- Sheriff's Office Substation Grandy
- Walnut Island Park
- Grandy Water Tower
- Grandy Convenience Site
- Welcome to Jarvisburg Sign
- Jarvisburg Elementary School Athletic Fields
- Historic Jarvisburg Colored School
- Fox Knoll Water Tower
- Welcome to Powells Point Sign

1.14.4 Contract #4 – Knotts Island/Gibbs Woods Area

- Gibbs Woods Convenience Site
- Knotts Island Convenience Site
- Knotts Island Boat Ramp Parking
- Knotts Island Ruritan Park

1.14.5 Contract #5 – Historic Corolla Park and Whalehead Subdivision Area

- Whalehead, Outer Banks Center for Wildlife Education, and Historic Corolla Park Grounds
- Village Boat Shed
- Whalehead Subdivision Walkways (9): Marlin, Coral, Barracuda, Herring, Mackerel, Sailfish, Tuna, Perch, and Sturgeon
- Bonito Street Public Parking Lot
- Sailfish Street Public Parking Lot
- Shad Street Public Parking Lot
- Sturgeon Street Public Parking Lot
- Albacore Street Sidewalk Extension (From NC12 to Lighthouse Drive)
- Shad Street Sidewalk Extension (From NC12 to Lighthouse Drive)

1.14.6 Contract #6 – Corolla Greenway Area

- Currituck County Sign and surrounding area at County Line
- Monterey Shores Pocket Park
- Ocean Hill Pocket Park
- Southern Beach Access
- Corolla Village Access and Sidewalk Extension (entrance off Highway 12 to top of the access ramp)
- Currituck County Satellite Office
- Corolla Greenway (approximately 5.5 miles)
- Timbuck II Landscape Beds
- Buck Island Landscape Beds

1.14.7 Contract #7 – Carova Area

- Carova Beach Park

SECTION TWO: GROUNDS MAINTENANCE

2.1 Mowing

- a. Remove trash and potential projectiles before mowing.
- b. Mow all areas throughout the year as necessary at each service cycle. Maintain turf-type tall fescue height at four (4) inches. Maintain Bermuda turf-type height at two and a half (2.5) to three (3) inches.
- c. Once mowing cycle has begun work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the Public Works Director.
- d. Use a bagger when mowing any area that produces an excessive amount of grass clippings.
- e. Mowing shall be accomplished so as to avoid scalping, rutting by tractor/mower tires, and uneven rough cutting.
- f. Exercise extreme caution when mowing drain field areas following periods of heavy rainfall.
- g. Do not mow over fire ant mounds.
- h. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- i. 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.
- j. As required, the sloped embankment area around stormwater ponds shall be mowed once in March and once in August. The mow height shall be no less than six to eight inches. Herbaceous wetland plants shall not be disturbed.
- k. 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.
- l. Potential hazards, such as sinkholes, shall be reported to the Public Works Director on the day the hazard is identified.

2.2 Edging

- a. All 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.
- b. Do not exceed a one (1) inch depth nor a one half (1/2) inches width when edging adjacent to surfaces where pedestrian traffic occurs.
- c. 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.
- d. Mechanical edging is preferred; however, chemical edging may be used in areas

approved by the Public Works Director. Approval must be granted prior to the application. Prior to the application of chemicals, all areas shall be trimmed to proper mowing height. A string trimmer may be used instead of mower to get grass to proper height.

- e. Chemical edging in County Parks (Veterans Memorial Park, Walnut Island Park, and Knotts Island Ruritan Park) is only permitted along perimeter fence lines. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Mechanical edging may be used instead of mower to get grass to proper height.
- f. Contractor shall keep all waterfront borders well-trimmed due to the prevalence of poisonous snakes in these areas and the need to minimize their danger to visitors by increasing their visibility. It should also be understood that marsh vegetation, under no circumstances, should be cut or destroyed in accordance with CAMA regulations.
- g. Contractor shall edge around the “Welcome to” signs in within the respective contract areas as needed.

2.3 Cleanup of Grass, Leaves, and Debris

- a. Remove and dispose of cut excessively long and windrowed grass on the same day it was mowed.
- b. Remove any clippings, leaves, and/or debris on paved areas or walkways on the same day as mowed.
- c. Do not blow clippings, leaves, or debris into storm drains, curbs, gutters, streets, parking lots, landscape beds or mulched areas.

SECTION THREE: LANDSCAPE MAINTENANCE

3.1 Ornamental Trees

- a. Prune trees as needed throughout the year, or whenever hazardous conditions exist. Maintain trees so that they remain FREE FROM suckers and water sprouts. Maintain all trees within the Project area in the natural shape and form for their particular species or variety.
- b. Prune limbs so that seven (7) feet above the ground remains clear of foliage. Remove low hanging, dead, or damaged limbs.
- c. Trees shall be pruned as needed throughout the year in order to comply with N.C. Department of Transportation sight distance guidelines. The Landscape Management staff will notify the Contractor when these situations occur. In some instances, unscheduled pruning may have to occur in order to comply with Department of Transportation sight distance guidelines or vehicle safety and/or security issues.
- d. Prune evergreen trees as needed throughout the year so that new growth does not exceed six (6) inches.
- e. Remove all guying materials from planted trees and shrubs within one (1) year of planting.
- f. Re-stake trees that have fallen at the direction of the Public Works Director.
- g. Remove all pruning debris on the same day as pruned.
- h. Do not top Crape Myrtles.

3.2 Shrubbery

- a. Shrubs shall be pruned as needed throughout the year so that:
 - new growth does not exceed six (6) inches;
 - inconsistent growth is removed; and
 - they do not protrude into the roadway or sidewalk.
- b. Where vehicular or pedestrian sight lines exist, shrubbery shall be maintained at a height no greater than thirty (30) inches so there are not any sight obstruction issues, permitting safe passage of vehicles and pedestrians.
- c. Shrubs shall be cut back at least 18 to 24 inches from buildings.
- d. Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers.
- e. Remove pruned material from site the same day pruned.
- f. Fertilize ornamental shrubs at least one time a year with a balanced slow release material between February 1 and March 1 according to label rates. Acceptable fertilizer N-P-K ratios are 14-14-14 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

3.3 Flowers

3.3.1 Perennials

- a. Perennials include all ornamental grasses, liriopae, spring or summer flowering bulbs, or any herbaceous plant material.
- b. Maintain plant material so that it is actively growing with good color and vigor for the particular species. Remove all dead foliage, flowers, flower stalks, and plants as needed throughout the year.
- c. Prune and remove clippings from all liriopae and ornamental grasses once each winter/spring between January 1st and March 1st. A neat clean cut that does not damage the crown area is required.
- d. Fertilize perennials at least one time a year with a balanced slow release material between February 1st and March 1st according to label rates. Acceptable fertilizer N-P-K ratios are 14-14-14 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.
- e. Landscaping plants which the County deems irrecoverable shall be removed and replaced by the Contractor.

3.3.2 Annuals

- a. Seasonal flowers, including flower pots, shall be planted twice per year, once between March 1st and 31st and once between October 1st and October 31st.
- b. Landscaping plants which the County deems irrecoverable shall be removed and replaced by the Contractor.

3.4 Mulching

- a. Contractor shall replenish and refresh all existing mulched areas including flower beds, mulched wooded areas, trees, shrub beds, etc., twice a year, once between March 1st and 31st and once between October 1st and October 31st.

- b. Throughout the entire contract period mulch shall be neatened, re-distributed, fluffed, or added as needed in order to maintain a consistent mulch cover of four (4) inches around all trees and shrubs and a two (2) inch cover around perennials and herbaceous groundcover. Do not apply mulch in small open areas between or on top of closely planted spreading groundcover plants such as liriopoe or vines.
- c. A site investigation is mandatory to evaluate needs and type of mulch. Apply mulch that is clean and free of excess greenwood and debris. Shredded pine bark, hardwood, or cypress mulches are the only acceptable types of mulch that can be used. All mulch shall be free of any foreign materials and shall not have pieces larger than 2 inches.
- d. Pine needles are acceptable in areas that have existing pine needles and areas that have a well-defined slope where erosion may occur.
- e. Recycled yard waste, landfill mulch, leaves, or colored or dyed mulches are not acceptable.
- f. Mulch depths are not to be exceeded. Do not pile mulch up around tree and shrub trunks. Taper mulch to ground level around shrub and tree trunks; no mulch volcanos. Mulch depths exceeding the specified depths herein will be removed by the contractor at the contractor's expense.
- g. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Do not allow mulch to cover drainage grates, lights, or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed areas. Define and maintain sharp bed line edges between mulch and turf throughout the year.
- h. Use soil as needed to fill and smooth all ruts, holes, or other damaged mulched areas within one (1) month of occurrence or detection.
- i. When mulching, return each location to a condition free of excess mulch and debris the same day mulched.

3.5 Insect, Disease, and Weed Control

- a. Use Integrated Pest Management (IPM) to control insects, diseases, and weeds.
- b. Scout for disease, insect, and mite pests on all plant material including trees, shrubbery, and perennials.
- c. Apply pesticides at each location as needed to control disease, insects, or mite pests each time work is performed. This includes all pests that affect the plant material or may be hazardous to the general public. Ensure all chemical applications conform to NCDA pesticide laws and applicable federal laws.
- d. Spray bands are not permitted around mulched areas, signs, post, guy wires, or any other structures in turf areas.
- e. Leaching of chemicals into turf areas is not acceptable.
- f. Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical, in accordance with product labeling, without endangering workers or the public.
- g. Provide weed control as needed throughout the year.
- h. Maintain the entirety of mulched beds and the areas between plants and in ground cover areas so that they remain consistently weed free.
- i. Control all weeds occurring within gravel parking lots, paved paths, play areas, asphalt and concrete cracks, walks, and concrete medians as well as median tips, dividers,

expansion joints, curbs and gutter; around rip-rap areas, guardrails, fence lines, or other such areas.

- j. Control all weeds and vines on trees, shrubbery, or perennials upon detection. Remove weeds from site the same day pulled.
- k. Control all weeds and vegetation on fence lines, storage/equipment yards, parking lot cracks & crevices, etc. each service cycle or as needed throughout the year to keep these areas weed free.
- l. Weeds and weedy grasses shall be controlled in lawns with the use of pre-emergent herbicides. A pre-emergent herbicide shall be applied in the spring and fall in accordance with the manufacturer's specifications.
- m. Post-emergent herbicide shall be applied as necessary in accordance with the manufacturer's specifications. Apply during the summer to control weeds and weedy grasses. Apply during the winter to control annual weeds and weedy grasses.
- n. Fertilizer shall not be applied within twenty (20) feet of the water's edge of any stormwater pond.

3.6 Leaf, Trash, and Debris Removal

- a. During each service cycle, remove fallen leaves from all grass, shrub, and mulched areas to maintain a well-groomed appearance. Do not allow large accumulations of leaves to remain on property.
- b. Remove and dispose of all unauthorized signs, cigarette butts, glass, paper, sticks, limbs, trash, and other debris each service cycle.

3.7 Irrigation Systems

This section only applies to the Moyock Welcome Center and the Currituck County Satellite Office sites.

3.7.1 Irrigation Operation

- a. Contractor is responsible for operating all irrigation systems.
- b. Minimum responsibilities include:
 - Making minor adjustments to nozzles and heads;
 - Cleaning nozzles and clogged heads;
 - Installing/removing riser extensions;
 - Marking heads for core aeration
 - Adjusting clocks and timers due to electrical surges or time changes and to adjust water applications;
 - Replacing burned out fuses; and
 - Identifying problems for repair work to the systems.
- c. Check all irrigation systems twice monthly to identify problems for repair work and to monitor moisture needs.
- d. Adjust or shut off the irrigation system in the event of unpredicted heavy rainfalls, and depending on the abnormally adverse weather conditions and plant needs, readjust or reactivate system within a 12-hour period as conditions change and water needs increase or decrease.
- e. In the event of water leaks, damages, or malfunctions, etc.; turn irrigation systems off,

mark any noted problem areas, and report to Public Works Director immediately.

3.7.2 *Irrigation Maintenance and Repair*

- a. The Contractor is responsible for the maintenance and repair of all irrigation systems. Minimum responsibilities include:
 - A full system check at start-up including, but not limited to:
 - Checking and repairing all heads, strainers, nozzles, wire connections, valves, controllers, valve boxes and covers, drip tubing and connections;
 - Repair of piping of 1½” or less in diameter;
 - Installation of controllers and batteries;
 - Presetting all controllers; and
 - Pressurizing system.
 - Monthly site inspection report and report of any work needing to be done or that was performed.
 - Mid-season full system check.
 - Winterization, including, but not limited to draining all parts of the system possible, removing and storing all controllers and batteries, cutting off backflow devices and/or water meters.
- b. Items not covered in this section include: repair and/or replacement of controllers and backflow devices, repair of piping 1½” or greater in diameter, damages due to lightning, damages under paved surfaces which are not sleeved, damages by others such as vehicular traffic, construction, or vandalism. Repair work for these items will be initiated under a separate contract.

SECTION FOUR: PROPERTY SPECIFIC REQUIREMENTS

4.1 Athletic Fields

- a. Athletic fields shall be maintained from April 1 to October 31.
- b. Athletic fields shall be mowed to and maintained at a height no greater than two (2) inches.
- c. No grass clippings shall be left on the surface of the playing field.
- d. Chemical edging is prohibited on athletic fields, but may be utilized along perimeter fence lines.

4.2 Water Towers and Boost Stations

- a. Water tower sites are secure. Contractor will be provided a code to access the site.
- b. Water towers and boost stations shall be mowed and maintained at a height no greater than two (2) inches.
- c. Chemical edging shall be conducted at the base of the towers, concrete vaults, tower valve buildings, fence lines and driveways.
- d. The ditches adjacent to the Currituck Water Tower, Moyock Water Tower, and Sligo Boost Station shall be chemically edged.

4.3 Historic Corolla Park Area

- a. Mow the grass immediately adjacent to Whalehead with a push mower and bagger. This shall be done before 9:00 a.m. This area shall be maintained in a golf course appearance during the growing season.
- b. Mowing of grass at the entrance to the Outer Banks Center for Wildlife Education shall be completed before 9:00 a.m.

4.4 Corolla Greenway Area

- a. Corolla Greenway is divided into three (3) sections:
 - Just south of Ocean Sands Section A (Ocean Way) to Albacore Street (approximately 3 miles);
 - Ocean Forest Court to Corolla Light Maintenance Yard (approximately 1 mile); and
 - Historic Corolla Park to 4WD Ramp (approximately 1.5 miles).
- b. Contractor shall maintain the entirety of the five and one half (5.5) miles of the Corolla Greenway to include mowing, edging, and trimming of the Greenway at a frequency of once per week from March 1st to September 30th.
- c. Every effort shall be made to mow approximately two (2) feet on the east side of the Greenway and three (3) feet on the west side of the Greenway.
- d. Contractor shall blow the Greenway clear of debris weekly from October 1st to February 28th / 29th.
- e. Planted trees associated with the Greenway begin at the Pine Island Fire Station (470 Ocean Trail) and end in front of Sun Realty (1135 Ocean Trail) and are planted on both sides of NC12/Ocean Trail. The trees are predominantly crape myrtles, with the exception of several bald cypress trees planted on the west side of the Greenway across from the Southern Beach Access. There are approximately:
 - 14 trees between the Pine Island Station and Southern Beach Access;
 - 12 trees in the landscaped beds at TimBuck II and Buck Island;
 - 100 trees through Monteray Shores (on the west side only; located along Monteray Shores Multi-Use Path);
 - 3 at the Corolla Satellite Office;
 - 1 in front of Twiddy Realty; and
 - 2 in front of Sun Realty.
- f. The one (1) wildflower field, four (4) mulched landscaped beds with trees, and one (1) large mulched bed with flowers under “Currituck County” sign at the Dare/Currituck County line shall be watered two (2) times per week from May to August.
- g. Irrigation of the Timbuck II and Buck Island landscape beds is provided by each respective community.

SECTION FIVE: ADDITIONAL SERVICES

5.1 Snow and Ice Removal

- a. Contractor will provide snow and ice removal services on an on-call, as needed basis. All services require advance authorization. The Contractor shall provide all personnel, equipment, tools, supplies, supervision and any other items necessary to perform snow

and ice removal services.

- b. Contractor will be compensated \$75 per hour for snow and ice removal.

5.1.2 Mobilization

- a. County will determine the conditions and locations that will warrant snow and ice removal and shall notify the Contractor as to the necessity of snow or ice removal services. Contractor will respond to calls for snow and ice removal services within one (1) hour. Contractor must mobilize and provide personnel on site, as directed by the Public Works Director, within three (3) hours of notification, unless specified otherwise. Contractor must be prepared to mobilize at any time of the day or night to respond to the County's needs in a snow and/or ice event.
- b. During a snow or ice event, if the Contractor does not respond to the Public Works Director's request to mobilize and perform snow and ice removal, this could be considered grounds to terminate the contract.
- c. Contractor must be prepared to shovel, scrape, plow, and apply deicing materials to all paved areas if necessary. Contractor must have equipment and materials available to perform such tasks in an expedient manner.
- d. All sites must be continuously serviced throughout the duration of the snow or ice event. Contractor must be able to provide snow and ice removal services 24 hours per day, during any snow or ice event, including holidays.

5.1.3 Performance

- a. Contractor will perform the Work according to the direction of the Public Works Director.
- b. Remove snow and/or ice from all paved areas, so as to provide safe access. Paved areas include, but are not limited to sidewalks, walkways, steps, handicap areas, decks, patios, ramps, parking lots, roadways, driveways, loading docks, etc. All properties must be cleared in their entirety before moving on to the next property.
- c. Do not pile snow or ice in handicap areas, against light poles, on top of shrubbery, on top of storm drains, on sidewalks, in front of stairs or doorways, loading docks, driveways, etc., or in areas where runoff will cause refreezing issues.
- d. Contractor is responsible for cleaning up all materials, sand, or other debris from snow and ice removal operations at no additional cost. Ruts, plant damage, or structural damage will be repaired at Contractor expense. All cleanup and repairs shall be completed immediately after the weather event has passed.

5.2 Nor'easter and Tropical System Storm Cleanup

- a. Cleanup after a major storm event will be considered extra and will be negotiated if and when needed. Work must be authorized by the Public Works Director.

Bid Form
RFP 2020 – 1.9

All bids must be submitted on the provided Bid Form. Bid Forms must be completed in blue or black ink or typewritten. Proposers may submit bids for any number of Contract Areas.

The bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern. If a Proposer chooses not to bid on a Contract(s), he/she shall enter “No Bid” in the Annual Lump Sum line item in that contract bid section. Total the annual lump sum for all contracts and complete the Grand Total Lump Sum line item.

The lump sum price shall include labor, materials, overhead, tools, equipment, transportation, profit, insurance, taxes, site repair, clean-up and all other incidentals to cover the finished work.

The Proposer agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

In compliance with the Request for Proposals by the County of Currituck and subject to all terms and conditions and specifications thereof, the undersigned has carefully examined the scope of work and requirements and hereby declares that he/she will complete the project in the manner prescribed in the specifications for the following annual lump sum price:

Contract #1 – Moyock Area

Annual Lump Sum \$ _____

Write out total dollar amount in words

Contract #2 – Currituck Area

Annual Lump Sum \$ _____

Write out total dollar amount in words

Contract #3 – Southern Area

Annual Lump Sum \$ _____

Write out total dollar amount in word

Contract #4 – Knotts Island/Gibbs Woods Area

Annual Lump Sum \$ _____

Write out total dollar amount in words

Contract #5 – Historic Corolla Park and Whalehead Subdivision Area

Annual Lump Sum \$ _____

Write out total dollar amount in words

Contract #6 – Corolla Greenway Area

Annual Lump Sum \$ _____

Write out total dollar amount in words

Contract #7 – Carova Area

Annual Lump Sum \$ _____

Write out total dollar amount in words

GRAND TOTAL AMOUNT (Annual Lump Sum)

\$ _____

Write out total dollar amount in words

Name of Business Submitting Bid

Signature of Authorized Representative/Title

Print Name

Address

Email Address of Representative

NORTH CAROLINA

CURRITUCK COUNTY

SERVICE AGREEMENT FOR GROUNDS MAINTENANCE

This Agreement is made this _____ day of _____ 2020, by and between _____ (the “Contractor”), and COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the “Owner”).

WHEREAS, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina and Currituck County, North Carolina Purchasing and Contracting Policy the County requested Proposals for Grounds Maintenance for Currituck County Properties for Contracts 1 through 7; and

WHEREAS, Contractor submitted a proposal for Contract(s) _____, consistent with the Owner’s needs; and

WHEREAS, Contractor’s proposal was the best overall and most advantageous to the County for Contract(s) _____; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Request for Proposals by Currituck County issued January 9, 2020, and (3) Contractor’s Bid Form dated Month, Day, 2020. This procurement is governed by Chapter 143, Article 8 of the General Statutes of North Carolina and Currituck County, North Carolina Purchasing Policy. All terms and conditions of statutes, policies and procedures are hereby adopted and incorporated by reference herein.
2. **Contract Term.** The contract shall be for a period of three (3) years. The term of this contract is March 1, 2020 through February 28, 2023.
3. **Contract Cost.** The contract shall be for a base bid of _____ (\$_____).The contract amount of shall be invoiced and paid in thirty-six (36) equal monthly installments of [\$].

4. **Changes to Contract.** This contract and its references constitute the entire contract and understanding between the parties with respect to the matters contained herein. The contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This contract may be modified, amended or extended only by a written instrument executed by both parties.

5. **Termination.** This Agreement may be terminated by either party at any time upon 15 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.

6. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:
 Ben Stikeleather, County Manager
 County of Currituck
 153 Courthouse Road, Suite 204
 Currituck, NC 27929

Notice to Contractor shall be made to:

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all Owner's requirements in the General Terms and Conditions.

6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

- 8. 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.

- 9. Miscellaneous.** This Contract shall be governed by the laws of the State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Currituck County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Currituck, North Carolina

Ben Stikeleather
County Manager

ATTEST:

Leeann Walton, Clerk to the Board

[COUNTY SEAL]

[Contractor]

By: _____

Its: _____

GENERAL TERMS AND CONDITIONS

It is understood and agreed that by submitting a proposal that the Contractor has examined these contract documents and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. The Contractor agrees to accept the premises in their present condition and agrees to make no additional demands on the County for bringing the premises up to the standards of the specifications.

A. Taxes

North Carolina Sales Taxes and Use Tax do apply to materials entering into the Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into the Work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

B. Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

C. Insurance

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance.

- (1) The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract in accordance with NC General Statute Chapter 97.
- (2) The Contractor shall maintain, at its own expense, and provide a current certificate of insurance with the following coverage and limits:

- a. Commercial General Liability Insurance – Combined single limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
- b. Commercial Automobile Liability – Combined single limit no less than \$1,000,000. Coverage shall include liability for owned, non-owned, and hired automobiles.
- c. Additional Insured – Contractor agrees to endorse the County as Additional Insured on Commercial General Liability and Commercial Automobile Liability.
- d. Certificate Holder shall be listed as: County of Currituck, 153 Courthouse Road, Currituck, NC 27929.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and/or the Owner of such alteration or cancellation.

D. Invoices for Payment

Invoices for payment will be submitted by the Contractor to the Public Works Director on a monthly basis. Invoices may not be submitted for work that is not yet complete.

E. Subcontractors

The Contractor shall not have the right to subcontract any part of its obligations and/or service requirements of this Agreement.

F. Non-Interference

The 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.

G. Interpretation of the Scope of Work and/or Specifications

Interpretation of the scope of work and/or specifications by the Public Works Director shall be final.

H. Inquiries and Complaints

Contractor shall provide the County with a feasible and workable plan of communication. It is necessary that the County be able to contact the Contractor during normal working hours.

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. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

ATTACHMENT A:
SERVICE REPORT

Currituck County

Grounds Maintenance for Contract #1 - Moyock Area

Service Log



Example

Contractor: John Doe Groundskeeper

Property Name: Moyock Library

Week of: September 2 - September 6, 2019

Instructions: Enter the date (MM/DD) next to the day of the week. Select the service type of service performed from the drop-downs menu(s) next to the day of the week that the service was performed. A "Notes" section is provided below for any additional information regarding services performed. For example, on days that pre-emergent is applied, list the specific product used in the Notes section of this form.

	Date (MM/DD)	Service(s) Performed									
Sunday											
Monday	9/2										
Tuesday	9/3	Mowed	Edged	Weeded	Cleanup						
Wednesday	9/4										
Thursday	9/5										
Friday	9/6										
Saturday											

Notes

Normally mow on Mondays, but it rained so delayed work by one day.

Email this Service Log to Donna.Keene@CurrituckCountyNC.Gov by the close of business on Friday of each week.