

**INVITATION FOR BIDS**  
**BLACKBURN RESOURCE AND RECOVERY FACILITY**  
**LANDFILL TREE PRIVACY SCREEN**  
**IFB NO: 24-1001**



**catawba county**

**MAKING. LIVING. BETTER.**

**Date of Issue: July 27, 2023**  
**Bid Due Date: August 23, 2023**  
**Time: 3:00 PM ET**

**Issued for:**  
**Catawba County Utilities & Engineering Department**  
**25 Government Drive**  
**Newton, North Carolina 28658**

**Issued by:**  
**Catawba County Purchasing Manager**  
**25 Government Drive**  
**Newton, North Carolina 28658**  
**(828) 465-8224**

## **SCOPE OF WORK**

Catawba County (hereinafter “County”) is requesting bids from qualified Contractor(s) to furnish, install and mulch approximately 1560 feet of privacy screen at the Blackburn Landfill, located at 3993 Rocky Ford Road, Newton, North Carolina 28658. Trees are to be Eastern Red Cedar (**Juniperus Virginiana**), a minimum of five (5) feet tall, planted eight (8) foot on center, and seven and one half (7.5) feet from property line. Trees will be planted in one single row and warranted for a period of 1 year. The mulch will only be placed around each planted tree, 3 inches deep. The County has no preference as to type of mulch. Property line will be marked. Please see drawing for location of tree privacy screen attached hereto as **Attachment A**. Catawba County would like work to be completed as soon as possible after the bid has been awarded. Please supply a time frame for work to be completed, required on the Bid Form, attached hereto as **Attachment B**.

The Contractor will be responsible for providing all tools, equipment, supplies and materials to complete the work. The successful bidder will be required to enter into a service agreement, attached hereto as **Attachment C**, for services referenced above. In addition, successful Bidder will be responsible for meeting the minimum insurance requirements as specified in Attachment C.

## **IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. Catawba County will make every effort to adhere to this schedule.

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue IFB	County	July 27, 2023
Site Visit	County/Contractor	Schedule with Rodney Hamby
Submit Written Questions	Contractor	August 15, 2023 at 5:00 PM
Provide Responses to Questions	County	August 17, 2023 at 5:00 PM
Submit Informal Bid Response	Contractor	August 23, 2023 at 3:00 PM
Contract Award	County	TBA
Contract Effective Date	County	Upon Execution

**The informal bid response shall be submitted no later than 3:00 p.m. on August 23, 2023. No submittals will be accepted after the deadline.**

## **BID QUESTIONS AND ADDENDA**

Upon review of the IFB documents, Contractors may have questions to clarify or interpret the scope of work in order to submit the best bid response possible. To accommodate the Bid Questions process, Contractors shall submit any such questions by the above due date. Written questions shall be emailed to [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) by the date and time specified above. Contractor should enter “IFB #: 24-1001 – Questions” as the subject for the email. Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Catawba County website, <https://www.catawbacountync.gov/county-services/purchasing/bid-notice/> and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or

otherwise in connection with this IFB, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this IFB.

### **SITE INSPECTIONS**

**If interested, Bidders can schedule a site visit with Rodney Hamby, Landfill Superintendent, Office: 828-462-1348 or Cell: 828-312-1672, to review the site, verify quantities, locations and general information.** The purpose of a visit is for prospective Bidders to apprise themselves with the conditions and requirements which will affect the performance of work called for in this IFB.

### **SUBMISSION OF BIDS**

The Bid Form attached hereto as **Attachment B** shall be used for the bid submission and shall not be altered. A Total Bid shall be entered in the Bid Form for every item on which a unit price or quantity has been submitted. The Total Contract Bid Amount shall be determined by adding the Total Bid for each item.

Informal bid responses must be submitted no later than 3:00 p.m., on August 23, 2023. Bid submissions may be hand-delivered to the address below, mailed to the address below, faxed to (828) 548-2378 or e-mailed to Tina Wright at [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov). Bids received will remain confidential until awarded.

<b>Mailing address for delivery of bid via US Postal Service</b>	<b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>
IFB No: 24-1001 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	IFB No: 24-1001 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

Catawba County reserves the right to reject any and all Bid responses and to waive informalities as may be permitted by law.

### **WITHDRAWAL OR REVISION OF BIDS**

A Bidder may, without prejudice to himself, withdraw a Bid after it has been delivered to the County provided the request for such withdrawal is made in writing to Tina Wright, Catawba County Purchasing Manager. The Bidder may then submit a revised Bid provided it is received prior to the time set for opening of Bids. Any withdrawal of a Bid after the opening of Bids shall be in accordance with N.C. General Statute Section 143-129.1. Only those persons authorized to sign Bids shall be recognized as being qualified to withdraw a Bid.

### **QUALIFICATION OF BIDDERS**

The County may make such investigation as it deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County

reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein. Conditional Bids will not be accepted.

Bidders shall comply with all applicable laws regulating the practice of General Contracting as contained in Chapter 87 of the General Statutes of North Carolina.

### **RESPONSIBILITIES OF BIDDERS**

Each Bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the configuration of the ground, the character quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the Contract.

The failure or omission of any Bidder to thoroughly examine and familiarize himself with the Contract Documents or to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to their Bid.

No verbal agreement or conversation with any officer, agent or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

### **AWARD OF CONTRACT**

The award of the Contract will be made to the lowest responsive, and responsible bidder, who, in the opinion of the County, is qualified to perform the work required and is responsible and reliable. These Bids are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory Bids are received.

The County may consider informal and reject any Bid not prepared and submitted in accordance with the provisions hereof. The right is reserved to waive informalities in bidding, to reject any or all Bids, or to accept a Bid other than the lowest submitted if such action is deemed to be in the best interest of the County.

### **COMMENCEMENT OF WORK**

Upon execution and delivery of the Contract, sample of which is attached hereto as **Attachment C**, a project schedule, and the required insurance certificates and policies by the Contractor to the County, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract shall be commenced when a mutually agreeable date and time for beginning has been determined by the County and Contractor.

### **WARRANTY**

The Contractor shall guarantee and warrant all labor and material for the project against defect due to faulty material, workmanship and/or negligence for a period of one (1) year from the final inspection of the project.

### **DAMAGES FOR FAILURE TO EXECUTE CONTRACT**

If an accepted Bidder shall fail or refuse to sign and deliver this Contract and insurance documentation within twenty (20) days after he has received Notice of Award of his Bid, the County reserves whatever rights and remedies it may have against such defaulting Bidder.

Execution of the Contract shall include submission of a complete original Certificate of Insurance with proof of coverage as required and of the form required by the General and Supplementary Conditions of the Contract Documents.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Attachment A

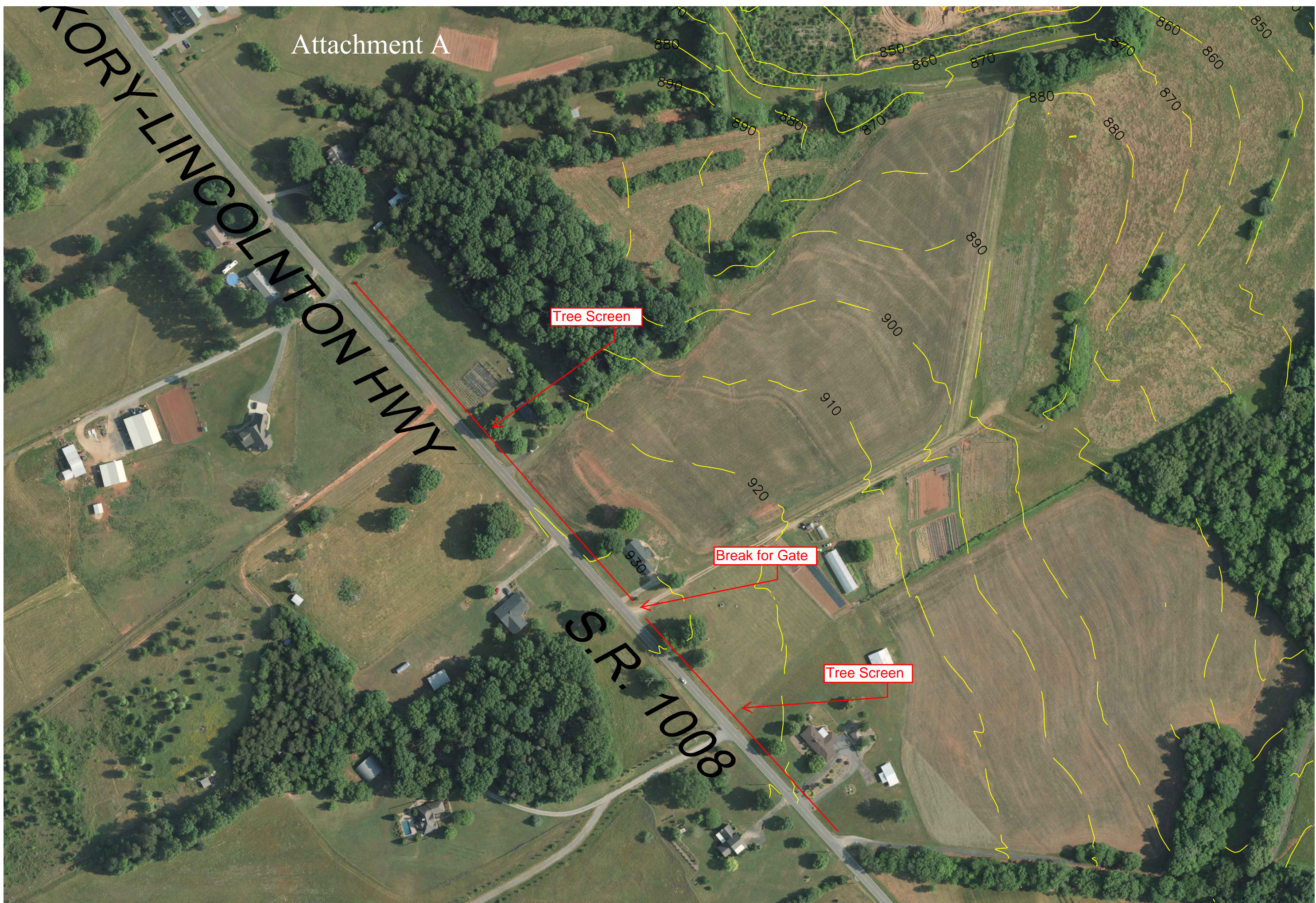
TORY-LINCOLN TON HWY

Tree Screen

Break for Gate

Tree Screen

S.R. 1008



**ATTACHMENT B  
BID FORM  
IFB NO: 24-1001**

**FOR: BLACKBURN RESOURCE AND RECOVERY FACILITY – LANDFILL TREE PRIVACY SCREEN PROJECT**

In compliance with your Invitation for Bids, the undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in accordance with the Invitation for Bids, Specifications, and Provisions contained in the contract documents for the consideration of prices proposed in this Bid Form.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
License Number (If Applicable) Telephone Number

\_\_\_\_\_  
E-Mail

**COST PROPOSED:**

**Eastern Red Cedar:** \$ \_\_\_\_\_ per tree    **No. of Trees:** 195    **Total:** \$ \_\_\_\_\_

**Mulch:** \_\_\_\_\_    **Total:** \$ \_\_\_\_\_

**Installation/Labor:** \_\_\_\_\_    **Total:** \$ \_\_\_\_\_

**TOTAL BID AMOUNT FOR PROJECT (Trees, Mulch, and Labor)** \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

**The above unit prices shall include all costs for furnishing materials and labor to complete the project.**

Bidder will furnish and install privacy screen as described above within \_\_\_\_\_ days after issuance of Purchase Order from Catawba County.

The Bidder hereby declares that he has had an opportunity to examine the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Scope of Work included in the Invitation for Bids and the contract documents relative hereto, and has read all provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the work to be performed.

Respectfully submitted the \_\_\_\_ day of \_\_\_\_\_, 2024.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment C**  
**\*Sample Agreement\***

NORTH CAROLINA  
CATAWBA COUNTY

**AGREEMENT**

THIS AGREEMENT is made and entered into this the \_\_\_\_\_ day of August 2024, by and between CATAWBA COUNTY, a body politic, (hereinafter "County") and \_\_\_\_\_ (hereinafter "Contractor"), and for good and valuable consideration, the receipt and sufficiency of which is acknowledged and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Scope of Services:** The Scope of Services for this project, further described in Attachment A, includes furnishing all material, supplies, tools, equipment, labor and other services to accomplish the following:

To furnish, install and mulch approximately 1560 feet of privacy screen at the Blackburn Landfill, located at 3993 Rocky Ford Road, Newton, North Carolina 28658. Trees are to be Eastern Red Cedar (**Juniperus Virginiana**), a minimum of five (5) feet tall, planted eight (8) foot on center, and seven and one half (7.5) feet from property line. Trees will be planted in one single row and warrantied for a period of 1 year. The mulch will only be placed around each planted tree, 3 inches deep. Property line will be marked.

- 2. Time for Rendering Services:** Contractor will provide services as described herein no later than \_\_\_\_\_ (\_\_) days after issuance of a Purchase Order.
- 3. Termination:** Either party may terminate this Agreement with or without cause by providing ten (10) days written notice to the other party. In the event of termination, Contractor will be paid for all services performed and actual expenses incurred up to the date of termination.
- 4. Controlling Law:** This Agreement will be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding is Catawba County.
- 5. Indemnification:** The work to be performed by Contractor under this Agreement shall be performed entirely at Contractor's own risk. Contractor shall indemnify and save harmless the County, its commissioners, employees, agents and representatives from any and all liabilities and claims of every kind, including attorney's fees, to which County may be subjected on account of loss, destruction or damage to property or injury to or death of persons, including Contractor and persons employed by Contractor, arising out of or in connection with performance of this Agreement. The provisions of this paragraph shall not be applicable to loss or damage caused by the negligent act of omission of County or its employees.
- 6. E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor uses a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**7. Payment for Services:** County agrees to pay Contractor for the Scope of Work outlined herein the fee, inclusive of all reimbursable expenditures, of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00). County will make prompt payment within thirty (30) days to Contractor upon the receipt of an invoice.

**8. Contractor's Insurance Requirements:** Contractor will maintain at all times during the term of this Agreement, at the Contractor's sole expense:

A. Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$500,000 per occurrence, and \$500,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

B. Business Automobile Insurance

At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

C. Workers Compensation & Employers Liability Insurance

At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$100,000 per accident and \$100,000 each employee for injury by disease.

D. General Requirements

1. Contractor has provided a Certificate of Insurance ("COI") which is attached hereto as Attachment B. Contractor agrees to indemnify County if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI.
2. Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
3. The workers' compensation policy must contain a waiver of subrogation in favor of the County
4. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days' notice to the County of any material change in coverage, cancellation, or non-renewal.
6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if

requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.

**9. Non-Appropriation Clause:** Payment to Contractor for services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriated revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are actually available. If such adjustment is impractical or would defeat the intent or purpose of this Agreement, same may be terminated accordingly without penalty.

**10. Subcontracting:** Contractor shall not subcontract any of the work contemplated under this Agreement without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Service Provider shall be responsible for the performance of all of its subcontractors.

**11. Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be in writing and executed by duly authorized representatives of County and Contractor.

**12. Notice:** Any notice to be given shall be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

To County:                      Rodney Hamby, Landfill Superintendent  
    4017 Rocky Ford Road  
    Newton, North Carolina 28658

To Contractor:                \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

**13. Signatures:** This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**14. Signature Authority:** The individuals signing this agreement hereby warrant that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this agreement or any amendment hereto.

**15. Conflict or Inconsistency:** In the event of any inconstancy, conflict or ambiguity among the terms and conditions of this Agreement, an attached scope of work, fee proposal, or other document relating to the Scope of Work or Services contemplated by this Agreement, the terms and conditions set forth in this Agreement shall govern and control.

Execution of this document in the space provided below acknowledges approval of the terms and provisions of this Agreement.

CATAWBA COUNTY

Date: \_\_\_\_\_  
By: (Department Head/Manager)

NAME OF COMPANY

Date: \_\_\_\_\_  
By: (Name/Title)

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: \_\_\_\_\_  
Mary Morrison, Chief Financial Officer  
Account Number:  
Amount:

**APPROVED AS TO FORM**

Date: \_\_\_\_\_  
Jodi Stewart, County Attorney

Date: \_\_\_\_\_  
Risk Management

**ATTACHMENT D  
INTENT TO PROPOSE  
IFB NO: 23-1019**

**This form should be e-mailed to [TinaWright@catawbacountync.gov](mailto:TinaWright@catawbacountync.gov) to ensure you receive all addenda issued for this IFB.**

I, \_\_\_\_\_ a representative of \_\_\_\_\_

\_\_\_\_\_ confirm that we intend to submit

a bid for the **Blackburn Resource and Recovery Facility – Landfill Tree Privacy Screen Project.**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone\_(\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_