



REQUEST FOR BOARD ACTION

ITEM NO. 14.

DATE OF MEETING: February 19, 2013

REQUESTED BY: Michael G. Mack, Utilities Director

SHORT TITLE: Resolution Authorizing a Contract with and Purchase Order to Carolina Property Maintenance and Landscaping for Mowing of Solid Waste Sites: \$6,320

BACKGROUND: Pender Solid Waste staff has solicited bids for mowing of the Convenience Sites and the Transfer Station for the 2013 growing season. On January 31, 2013, staff conducted a bid opening with the following results:

CONTRACTOR	BID AMOUNT
Carolina Property Maintenance & Landscaping	6,320
Southern Grow	10,720
Lawnsharks	10,780
JC Lawncare	11,120
Blumeyer Lawn Service	11,200
Viking Lawn Care	11,200
Holt Enterprises	11,700
HLM, Inc.	12,720
Lawngevity	12,800
Myers Enterprises	12,896
Old Heritage Landscaping	13,000
Citywide	13,280

Staff contacted references for Carolina Property Maintenance and Landscaping and received outstanding reports from two commercial entities that currently utilize Mr. Costin for the same services. One business owner noted his skepticism due to Mr. Costin's bid being extremely low compared to others, yet he is extremely pleased with the service he receives. Mr. Costin has provided verification of all required insurance being in place. Staff recommends approval of this resolution.

SPECIFIC ACTION REQUESTED: Consider a resolution to authorize a purchase order to and contract with Carolina Property Maintenance & Landscaping in the amount of \$6,320.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.


Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that: a contract with and purchase order to Carolina Property Maintenance & Landscaping is authorized in the amount of \$6,320 for mowing the solid waste sites for the 2013 growing season.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Chairman 02/19/13
Date

ATTEST 02/19/13
Date

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF PENDER

This Contract made and entered into this the 19th day of February 2013, by and between Carolina Property Maintenance & Landscaping (hereinafter "Contractor") and Pender County, a North Carolina body politic and corporate, (hereinafter "County"):

WITNESSETH:

WHEREAS, Pender County solicited a request for bids for lawn maintenance services for Pender County Solid Waste grounds;

WHEREAS, Contractor provided the low bid for the project prior to the date and time specified in the request for bids;

WHEREAS, the costs provided by the Contractor are reasonable and within the budget for the project

NOW THEREFORE, Contractor agrees as follows:

1. They are able to perform the work outlined in the requests for bids;
2. They will perform the work according to the specifications which are attached hereto as Exhibit "A" and incorporated herein by reference;
3. Contractor agrees to comply with all local, state, and federal laws associated with the work to be performed;
4. Contractor agrees to indemnify and hold County harmless for any injuries that may be caused to contractor's employees or equipment as a result of the work to be performed;
5. Contractor agrees to perform all work as outlined in Exhibit "A" for the sum of \$6,320.

By: _____ (SEAL)

Witness:

PENDER COUNTY

By: _____
Mickey DuVall, County Manager

ATTEST:

Deputy Clerk

(SEAL)

Approved as to form:

This instrument has been pre-audited
in the manner required by the local
government budget and fiscal control act.

Carl W. Thurman, III
County Attorney

Claiburn Watson
Finance Officer

EXHIBIT "A" – Scope of Work Specifications

The Contractor for Lawn Maintenance to Pender Solid Waste will provide the following services at each of thirteen (13) different Solid Waste Convenience Sites throughout Pender County:

- 1) Each site shall be mowed every two (2) weeks beginning the first week of April 2013 and ending the week of October 31 in 2013 ~ (16 times).
- 2) All grassed areas inside the site fencing shall be mowed each time and weed-eater used appropriately around fencing. **Grasses and weeds growing up fences shall be removed.**
- 3) Grass shall be mowed approximately 5' (one or two passes depending on size of mower) around the outside of the site fencing each time. County staff will brush hog one time during the dormant season to prepare it for mowing during the growing season.
- 4) Grass will be properly trimmed on the inside and outside along the entire perimeter of the site fencing.
- 5) A gate key will be provided to allow mowing to be done after hours or on days when the sites are closed (Contractor will be responsible for securing each site).
- 6) Contractor will be responsible for continued insurance coverage in the amounts specified on the "Additional Requirements" during the entire contract period.

**Pender County Solid Waste
Lawn Maintenance Bid Form**

Company Information

Company Name Carolina Property Maintenance & Landscaping

Contact Person Lewis Costin

Mailing Address P.O. BOX 332
Rocky Point, NC 28457

Phone Number (910) 617-5654

Email Address Carolina Property Maintenance @ Live.com

<u>Facilities</u>	<u>YEAR (April 1 - Oct 31)</u>	<u>#</u>	<u>Mows</u>	<u>\$</u>	<u>Cost</u>
Atkinson Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Burgaw Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Calico Bay Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Canetuck Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Hampstead Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Maple Hill Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Montague Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Rocky Point Site	2011	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Shiloh Site	2013	<u>25</u>	X	16	\$ <u>400.⁰⁰</u>
Surf City Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Whitstocking Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>
Willard Site	2013	<u>30</u>	X	16	\$ <u>480.⁰⁰</u>

Transfer Station 2013 40 X 16

\$ 640.⁰⁰

Grand Total for Facilities

\$ 6,320.⁰⁰

J. Coats
Owner's Signature

1-16-13
Date

Attest

CAROLINA PROPERTY MAINTENANCE
LEWIS COSTIN
PO BOX 332
ROCKY POINT NC 28457
910-617-5654

COMMERICAL REFERENCES

HAMILTON CPA
DAVID HAMILTON
2602 IRON GATE DR
WILMINGTON NC 28401
910-392-6900

→ 4700183
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QUALITY CARRIERS
DAVID BARNES
120 COW PEN LANDING RD
WILMINGTON NC 28401
910-231-8866 OR 877-442-6799 EX 5348

ALAN BAXLEY TRUCKING
ALAN BAXLEY
106 COMPLEX DR
ROCKY POINT NC 28457
910-620-6177

US MAINTENANCE
BRANDI TACKETT
1880 MARKLEY ST
MORRISTOWN PA 19401
800-355-4000 EX 4857

**CAROLINA PROPERTY MAINTENANCE
LEWIS COSTIN
PO BOX 332
ROCKY POINT NC 28457
910-617-5654**

PRIMARY EQUIPMENT LIST

- 2004 CHEV 4W DRIVE TRUCK
- 6X12 PROLINE TRAILER
- 52" EXMARK 0 TURN MOWER
- FS 90 STIHL TRIMMER
- FS 90 STIHL EDGER
- 550 STIHL BLOWER
- 8 HP LITTLE WONDER BLOWER

BACKUP EQUIPMENT LIST

- 2003 FORD F150 TRUCK
- 6X20 HM TRAILER
- MASSEY FERGUSON GC 2300 60" CUT MOWER
- FS 250R STIHL TRIMMER
- FS 84 STIHL TRIMMER
- FS 74 EDGER
- 340 STIHL BLOWER

Additional Requirements for Successful Bidder

(Bid will be rejected unless information is complete and accurate)

Insurance: Successful bidder will be required to keep insurance in force throughout the duration of the contract. Failure to maintain insurance will result in immediate cancellation of the contract. The following insurance will be kept in force:

General Liability: \$500,000 per occurrence for claims of personal injury, property damage or death arising out of work performed under this contract

Auto Liability: \$100,000 per person and \$300,000 per occurrence for each vehicle used in the performance of this contract

Workers Comp: Statutory workers compensation for employees engaged in work in the performance of this contract

Insurance Company: Farm Bureau Agent: William Beverage
Address: P.O. Box 975 Burgaw, NC 28425
Phone: (910) 259-5727

Equipment: Attach a list of the vehicles, equipment, and tools that will be used in the execution of this contract. Identify make and model. Also, designate the primary equipment to be use and the back-up equipment to be used.

References: Please provide at least three references of commercial accounts that you currently perform services for. Include name, address, daytime phone number and nighttime phone number.

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY, INC.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED NAME AND ADDRESS	LEWIS W COSTIN III DBA CAROLINA PROPERTY MAINTENANCE PO BOX 332 ROCKY POINT NC 28457	CERTIFICATE HOLDER	PENDER COUNTY UTILITIES MELINDA KNOERZER PO BOX 995 605 E FREMONT ST BURGAW NC 28425
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COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY	X		GL 0484491	5/18/2012	5/18/2013	GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OPS AGGREGATE	\$INCL
							PERSONAL & ADV INJURY	\$1,000,000
							EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
<input type="checkbox"/>	BUSINESSOWNERS						EACH OCCURRENCE	\$
							AGGREGATE	\$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$100,000
<input checked="" type="checkbox"/>	SCHEDULED AUTOS	X		APM 4951270	8/12/12	2/12/13	BODILY INJURY (Per person)	\$
<input type="checkbox"/>	HIRED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	GARAGE LIABILITY							
<input type="checkbox"/>	(Other)							
<input type="checkbox"/>	EXCESS LIABILITY - OCCURRENCE						EACH OCCURRENCE	\$
							AGGREGATE	\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A		WC UNASSIGNED	2/8/13	2/8/14	WC STATUTORY LIMITS	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
<input type="checkbox"/>	OTHER:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE 2/8/13

Francis Costin