TOWN OF MOREHEAD CITY
PHASE II – DEBRIS REMOVAL CONTRACT

NOTICE

Upon receiving this proposal by internet or email, email ***robin@bizec.rr.com*** to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

STATE OF NORTH CAROLINA CONTRACT NO:

CARTERET COUNTY _____

CONTRACT FOR SERVICES

THIS CONTRACT, made this the _____ day of _____, 20___, by and between the TOWN OF MOREHEAD CITY, NORTH CAROLINA, a Municipal Corporation located in Carteret County (hereinafter called "TOWN"); and _____, a corporation organized under the laws of the State of _____, with its principal office in _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. Purpose

The TOWN hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

PHASE II- DEBRIS REMOVAL CONTRACT

TOWN OF MOREHEAD CITY
PHASE II – DEBRIS REMOVAL CONTRACT

PART I – INSTRUCTIONS TO BIDDERS

1.00 **DEFINITIONS**

1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.

1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.

1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.05 Phase II – Debris Removal is to include gathering, loading, hauling of Vegetative Debris and C&D Debris (Construction and Demolition) from roads, rights-of-way, public beaches and designated Public Property within the incorporated limits of the Town to the destination facilities named in Part I, Section 10.01 of this document.

2.00 **BIDDER REPRESENTATIONS**

2.01 Each Bidder by making his Bid represents that:

2.01.1 Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.01.2 Bidder has visited the sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.

2.01.3 No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.

2.01.4 The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without

exceptions.

3.00 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.01 Bidders shall promptly notify Mr. David McCabe, Public Works Director, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.

3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach the Public Works Director at least four (4) calendar days prior to the date for receipt of bids.

3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.

4.00 **BIDDING PROCEDURE**

4.01 Sealed bids will be addressed to David McCabe, Public Works Director and marked "PHASE II - DEBRIS REMOVAL CONTRACT" at 706 Arendell St., Morehead City, NC 28557. Deadline for submittal of bids will be 11:00AM on Monday, April 15, 2013, at which time the bid opening and reading will take place in a conference room made available in the Town Hall. Interested parties are recommended to attend the Pre-bid Conference scheduled at 10:30AM on Thursday, April 4, 2012, also in a conference room of the Town Hall. The Town Council will make the selection during the next scheduled meeting, following which the selected bidder will be notified.

4.02 ***All bids shall be submitted in duplicate on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed***.

4.03 The unit Price Bid Sum shall be expressed in figures.

4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.

4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.

4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid not later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. ***Faxed or E-mailed bids will not be accepted.***

4.07 No Bid may be modified, withdrawn, or canceled by the Bidder for a period of NINETY (90) calendar days following the time designed for receipt of bids, and each Bidder agrees in submitting his Bid.

Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his bid after time has been called.

5.00 **CONSIDERATION OF BIDS**

5.01 Rejection of Bids: The TOWN shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

5.02 Acceptance of Bid (Award): It is the intent of the TOWN to award two (2) Contracts; a primary contract to be awarded to the lowest overall responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The TOWN shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in his judgment is in the TOWN'S best interest.

5.03 The primary Contractor will be the TOWN'S first call for this recovery phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the Town when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

5.04 If there are no bidders that are clearly lowest on both scopes of work in the Form of Proposal, lowest overall and 2nd lowest overall will be determined by estimated total cost for debris removal utilizing hybrid USACE Category 3 estimated event scenario… for the Town of Morehead City, this has been calculated as having C&D generation of 87,537 cy, Vegetative Debris generation of 131,305 cy. However, this does not imply a minimum or maximum quantity for the award.

6.00 **INSURANCE REQUIREMENTS**

6.01 Insurance Requirements: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and

after such insurance, provided by insurers of financial standing acceptable to the TOWN, has been approved by the TOWN. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by any Sub-contractor to the CONTRACTOR.

6.01.1 The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of $500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

6.01.2 The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The TOWN shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of $1,000,000 per occurrence, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Endorsements #CG 20 33 07 04 and CG 21 37 07 04 naming the Town of Morehead City as an additional insured under this policy shall be included.

6.01.3 The CONTRACTOR shall take out and maintain OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE. The Town of Morehead City shall be included as the named insured under this policy. Unless otherwise specified this coverage shall be written providing limits at least in the amount of $1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

6.01.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE/VEHICLE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles. Unless otherwise specified, this coverage

shall be written providing limits at least in the amount of $1,000,000, per occurrence, Combined Single Limits.

6.01.5 UMBRELLA LIABILITY INSURANCE providing as excess above the underlying COMMERCIAL GENERAL LIABILITY INSURANCE, AUTOMOBILE LIABILITY INSURANCE, EMPLOYERS LIABILITY INSURANCE AND OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE policies required by this contract. This coverage shall provide excess limits at least in the amount of $2,000,000 per occurrence, combined single limits applicable to claims arising out of bodily injury and/or property damage. The parties named as additional insured under the primary underlying policies are to be included as additional insured under the Umbrella Liability Insurance Coverage.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the TOWN by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

7.00 **TIME/COMPLETION SCHEDULE**

7.01 This contract will be valid for the period beginning July 1, 2013 and ending June 30, 2014. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste within 2 days of written notice to proceed, as set forth in Part I, Section 31.00, by fax and followed by regular mail from the Town Manager or his designee.

8.00 **CERTIFICATES**

8.01 Payments will be made on the 10th of the month, for invoices received before the 25th of the month. ***Payment will be based on volume as determined by the TOWN or its' designate at the awarded unit price and satisfactory completion of requirement set forth in 8.02 below. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Town Manager or his designee.***

8.02 Subcontractor payment verification. All subcontractors must register with the

Town of Morehead City prior to beginning work for the Contractor. Each listed subcontractor will be required to confirm receipt of payment from Contractor through a "Subcontractor's Final Affidavit, Waiver and Release" prior to the Town issuing final payment to the Contractor. Contractor will also prepare an Affidavit of Payment of Debts and Claims and to be verified with a Consent of Surety Company to Final Payment.

9.00 **SAFETY**

9.01 CONTRACTOR CONTRACTOR shall provide a safe working environment and will be solely responsible for maintaining safety at all work sites. CONTRACTOR shall take all reasonable steps to insure safety for both workers and visitors to any work site, to include traffic control.

10.00 **LOCATIONS FOR DISPOSAL**

10.01 Currently, Coastal Environmental Partnership (CEP) advises that all C&D (Construction and Demolition) Debris from a large magnitude disaster be taken to CEP's Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC, on Highway 70. Through Memorandum of Agreement, Carteret County advises that the location for disposal/reduction of vegetative debris for the Newport / Morehead City Area will be a temporary Debris Management Site (DMS) off of Carl Garner Road, off of Highway 70. For this DMS location the Contractor should anticipate average round trips of less than 25 miles. Allowances for additional length of haul for an alternative site, if necessary, will be addressed following confirmation of the final destination with the county and a fair and equitable rate renegotiated by change order.

11.00 **PERFORMANCE REQUIREMENTS**

11.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond each in the amount of One Million Dollars ($1,000,000.00) or 100 percent of the contract price throughout the contract execution period, when the Town Manager requests initiation of this Phase II - Debris Removal Contract, until such time as the scope of work contained in this contract is completed as determined by the Town Manager.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the

State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

11.02 TOWN'S right to carry out the work:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a two (2) day period after receipt of written notice from the TOWN to commence and continue correction of such default or neglect with diligence and promptness, the TOWN may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the TOWN'S additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the TOWN.

12.00 **TERMINATION BY THE TOWN FOR CAUSE**:

12.01.1 The TOWN may terminate the contract if the CONTRACTOR:

a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment to perform in a timely manner as determined by the Town Manager or his designee;

b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;

c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

12.01.2 When any of the above reasons exist, the TOWN may without prejudice to any other rights or remedies of the TOWN and after giving the CONTRACTOR and the CONTRACTOR'S surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

a. accept assignment of subcontracts; and/or

b. finish the work by whatever reasonable method the TOWN may deem expedient; and/or

c. pay from the Payment Bond Posted, as required in Section 11.01 of Part I – Instructions To Bidders, any and all parties seeking retribution (for damages, subcontracts, etc.) with regards to this Debris Removal Contract from the CONTRACTOR.

12.01.3 When the TOWN terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.

12.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the TOWN'S services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the TOWN. This obligation for payment shall survive termination of the contract.

12.01.5 This agreement may be terminated without cause by either party with sixty (60) days written notice; notwithstanding the original 90 day period for bids may not be withdrawn.

12.01.6 Nothing contained herein shall prevent the TOWN from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

13.00 **ESTIMATED QUANTITIES**

13.01 The TOWN makes no guarantee as to the quantities the CONTRACTOR will actually remove.

13.02 The TOWN provides solid waste services (household refuse and vegetative debris) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the TOWN.

13.03 Through conversation and memorandum of agreement with North Carolina Department of Transportation (NCDOT), NCDOT will be the responsible party for the removal of vegetative and sand debris from Federal and State Highways, and Federal Aid Secondary Routes. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT. However, upon directive from the Town Manager, the CONTRACTOR must be prepared to remove vegetative debris from these routes.

13.04 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), Town of Morehead City and/or its Debris Removal Contractor will have primary responsibility for the removal of construction and demolition debris (C&D) from Federal and State Highways, and Federal Aid Secondary Routes. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT.

14.00 **PERSONNEL**

14.01 It is mutually agreed that CONTRACTOR is an independent CONTRACTOR and not an agent of the TOWN, and as such the CONTRACTOR shall not be entitled to any TOWN employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

15.00 **CONFLICT OF INTEREST**

15.01 No paid employee of the TOWN shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

16.00 **NON-WAIVER OF RIGHTS**

It is agreed that the TOWN 'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

17.00 **FINDINGS CONFIDENTIAL**

PART I – INSTRUCTIONS TO BIDDERS

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the TOWN. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate TOWN officials without prior written approval of the TOWN. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the TOWN.

18.00 ENTIRE AGREEMENT

This agreement constitutes the entire understanding of the parties.

19.00 BINDING EFFECT

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

20.00 CONTINUING OBLIGATION

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

21.00 REFERENCE

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

22.00 INTERPRETATION

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

23.00 PREAUDIT

This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by TOWN Purchase Order Number, which will be created at time of need.

24.00 **MINORITY BUSINESS ENTERPRISE (MBE)**

The TOWN desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

24.0l Promote affirmatively (where feasible) in accordance with North Carolina General Statute l43-l29, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

24.02 Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

24.03 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

24.04 Provide technical assistance as needed.

24.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an

enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the TOWN.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

25.00 **IMMUNITY NOT WAIVED**

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the TOWN'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

26.00 **SAVING CLAUSE**

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

27.00 **OTHER LAWS AND REGULATIONS**

27.01 CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all regulations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

28.00 **AMENDMENTS**

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

29.00 **NON-DISCRIMINATION**

29.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program, which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at TOWN'S option, in a termination or suspension of this agreement in whole or in part.

30.00 **RECORDS RETENTION AND REVIEW**

30.01 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the TOWN for a period of three (3) years following receipt of final payment for the services referenced herein.

31.00 **WRITTEN NOTICE TO PROCEED**

31.01 The TOWN shall issue an official written notice to proceed for the services referenced in this contract. The notice shall be sent via facsimile followed by regular mail. Under no circumstances shall the TOWN be liable for any services rendered unless the written notice to proceed has been sent and received by the Contractor. Contractor must acknowledge receipt of the written notice to proceed in writing to Mr. David McCabe, Public Works Director either by email robin@bizec.rr.com or by fax (252) 726-2267.

32.00 **INDEMNIFICATION**

32.01 The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of any act or omission of the Contractor, its agents, subcontractors or employees in the

performance of this Contract.

33.00 **QUALIFICATIONS OF CONTRACTOR**

33.01 CONTRACTOR will be required to provide proof of previous experience performing Phase II - Debris Removal Services. Specifically, CONTRACTOR to provide proof of previous experience providing Phase II - Debris Removal Services as the prime CONTRACTOR for a single contract equal to or greater than 100,000 cy of debris.

33.02 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

33.02.1 Most recent completed Annual Financial Report

33.02.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report

33.02.3 Surety Company Name, Contact Name and telephone #

33.02.4 Listing of Sureties Secured past 5 years and amounts

33.02.5 Insurance Company Name, Contact Name and telephone #

33.02.6 Debris Removal Experience (one of which must be in excess of 100,000 cy as the Prime Contractor) the past 5 years listed with Contact Info., Volume, Gross $, Contact Name and telephone #'s

33.02.7 Sample of other services provided with Contact Info., Gross $, Contact Name and telephone #'s

33.02.8 List of Company Owned Equipment available to service the Town of Morehead City Phase II - Vegetative and C&D Debris Removal Contact

33.02.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations.

33.02.10 A subcontract plan including a clear description of the percentage of the work the contractor may subcontract. A List of Subcontractors under obligation/agreements with CONTRACTOR with list of available

equipment to service the Town of Morehead City Vegetative and C&D Debris Removal Contact with Contact Name and telephone #'s

TOWN OF MOREHEAD CITY
PHASE II - DEBRIS REMOVAL CONTRACT

PART II – SCOPE OF WORK

1.00 **GENERAL**

1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary permits and licenses to complete the scope of work.

1.02 Performance: The quality of workmanship concerning the removal of Vegetative and C&D (Construction and Demolition) Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

Following Phase I, the immediate debris clearing from roads to reestablish Emergency Services and Vehicle Access, the ***Town of Morehead City*** will enact Phase II - Debris Removal following the determination that Phase I has been completed or determined unnecessary. *This contract and associated scope of work in this Request for Proposal of services is **exclusively** for Phase II - Debris Removal.*

2.01 CONTRACTOR will gather, load and haul vegetative (including containerized or bagged vegetative debris) and C&D (Construction and Demolition) debris from roads, rights-of-way, and designated Public Property within the incorporated limits of the TOWN to the appropriate designated landfill/reduction site as determined by Carteret County.

2.02 The CONTRACTOR will not enter or remove debris from private property.

2.03 The CONTRACTOR will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the CONTRACTOR will notify the debris monitor and skip said pile until a decision is made on its proper management. ***White goods will be left for disposal under a separate contract.***

2.04 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.

2.05 Currently, Coastal Environmental Partnership (CEP) advises that all C&D (Construction and Demolition) Debris from a large magnitude disaster be taken to CEP's Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC, on Highway 70.

2.06 Carteret County advises that the location for disposal/reduction of vegetative debris for the Newport / Morehead City Area will be a temporary Debris

Management Site (DMS) off of Carl Garner Road, off of Highway 70. For this DMS location the Contractor should anticipate average round trips of less than 25 miles. Allowances for additional length of haul for an alternative site, if necessary, will be addressed following confirmation of the final destination with the county and a fair and equitable rate renegotiated by change order.

2.07 Contractor will provide 3 crews at minimum to complete the scope of services described in this section for Category 2 or smaller activations. The minimum work force, 3 crews, must be in full force within five (5) days of written notice to proceed, as set forth in Part I, Section 31.00. A 3 crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the Town Manager or his designate.

2.08 Contractor will provide 6 crews at minimum to complete the scope of services described in this section for Category 3 or greater activations. The minimum work force, 6 crews, must be in full force within five (5) days of written notice to proceed, as set forth in Part I, Section 31.00. A 6 crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the Town Manager or his designate.

2.09 A crew must gather, load, haul and dispose a minimum of 250 cy of debris per work day.

2.10 All crews must utilize mechanical loading and all trucks will be mechanical dumping. No hand loading crews are allowed. However, ground support personnel with rakes, shovels, etc. are expected at each removal location and each site will be expected free of debris prior to moving to the next location.

3.00 UNIT PRICE SCHEDULE

The contract will be for payment on a unit price basis. Unit prices include all necessary mobilization, insurance, overhead, profit and applicable taxes. Tipping fees will be the responsibility of the TOWN and are not to be included in this request for proposal.

Unit Price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to CEP (Coastal Environmental Partnership) Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC on Highway 70. Approximate maximum round trip distance is 95 miles.

PART II – SCOPE OF WORK

Unit of Measurement: Cubic Yard

Unit Price No. 2

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property to the Newport / Morehead City Area temporary Debris Management Site (DMS) off of Carl Garner Road, off of Highway 70. For this DMS location the Contractor should anticipate average round trips of less than 25 miles.

Unit of Measurement: Cubic Yard

TOWN OF MOREHEAD CITY
PHASE II - DEBRIS REMOVAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Mr. Gerald A. Jones, Jr., Mayor
Town of Morehead City
706 Arendell Street
Morehead City, NC 28557

DATE: _____ FROM: _____
(Bidder/CONTRACTOR)

PHONE:_____ ADDRESS: _____

_____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***TOWN OF MOREHEAD CITY, PHASE II - DEBRIS REMOVAL CONTRACT*** dated March 11, 2013 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

1) Unit Price No. 1 $ _____/cubic yard

2) Unit Price No. 2 $ _____/cubic yard

_____
Company Name

_____ _____
Signature Title

_____
State of Incorporation (Corporate Seal)

TOWN OF MOREHEAD CITY
PHASE II - DEBRIS REMOVAL CONTRACT

PART IV – STATEMENT OF ASSURANCES AND COMPLIANCE

STATE OF _____

COUNTY OF _____

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

4. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

PART IV – STATEMENT OF ASSURANCES AND COMPLIANCE

5. Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 4. of this certification; and

6. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

7. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

8. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 20_____.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:

_____
(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

TOWN OF MOREHEAD CITY
PHASE II - DEBRIS REMOVAL CONTRACT

PART IV – STATEMENT OF ASSURANCES AND COMPLIANCE

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)
_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)
before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,
_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)
corporation, and that by authority duly given and as the act of the corporation, the

foregoing Affidavit was signed in its name by its_____,
(President, Vice President, Assist. Vice President)
sealed with its corporate seal, and attest by himself (or herself) as its _____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:

_____ (SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

TOWN OF MOREHEAD CITY
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the TOWN has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

TOWN OF MOREHEAD CITY, NORTH CAROLINA

BY: _____
Gerald A. Jones, Jr., Mayor

ATTEST:

_____
Jeanne Giblin, Town Clerk

APPROVED AS TO FORM:

_____
Nelson Taylor, Town Attorney

TOWN ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 20_____.

_____
Ellen Sewell, Finance Director

Purchase Orders will be created at time of need.

Name of Company: _____

ATTEST:
_____

BY:
_____
President, Vice President, Assistant Vice President

_____
Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

TOWN OF MOREHEAD CITY
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

(SEAL)