

TOWN OF EMERALD ISLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART I – INSTRUCTIONS TO BIDDERS

NOTICE

Upon receiving this proposal by internet or email, email rferebee@emeraldisle-nc.org 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.

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 – Vegetative and C&D Debris Removal is to include gathering, loading, and hauling 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 II, Section 2.05 and 2.06 of this document.

2.00 BIDDER REPRESENTATIVES

- 2.01 Each Bidder by making his Bid represents that:
 - A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - B. 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.
 - C. No consideration will be given any Claim based on lack of knowledge of

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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.

D. 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. Frank Rush Jr., Town Manager, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.

3.02 Bidder(s) requiring clarification or interpretation of the Bidding Documents shall make written requests which shall reach the Town Manager 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 “DEBRIS REMOVAL CONTRACT” at 7500 Emerald Dr., Emerald Isle, NC 28594. Deadline for submittal of bids will be 11:00AM on Thursday, April 21, 2016 at which time a bid opening and public reading will take place in a conference room made available in the Town Administration Building located at 7509 Emerald Drive, Emerald Isle, NC. Interested parties are recommended to attend the *Pre-bid Conference* scheduled for 11:00AM on Thursday, April 14, 2016 in a conference room made available Town Administration Building located at 7509 Emerald Drive, Emerald Isle, NC. The Towns Board of Commissioners will make the selection during the meeting scheduled for May 10, 2016, following which the selected bidder will be notified.

4.02 The complete *original proposal and two (2) copies* shall be submitted 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.

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- 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 USACE hybrid model for a Category 2 estimated event scenario. For the Town of Emerald Isle, this has been calculated

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as having C&D generation of 44,547cy (on street curbside), C&D generation of 12,237cy (on public beach), and Vegetative Debris generation of 24,336 cy. However, this does not imply a minimum or maximum quantity for the award.

6.00 INSURANCE

6.01 Careful attention is directed to insurance. The Contractor should carefully review his insurance in order to be completely and adequately covered with regard to special hazards, etc. **Certificates for Worker's Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package.** The contractor shall maintain at minimum the following limits of liability.

Workman's Compensation	\$ 500,000
Contractor's General Liability Ins.	\$ 1,000,000
Contractor's Vehicle Ins.	\$ 500,000

(Combined Single Limit – Bodily Injury and Property Damage)

The contractor's Comprehensive General Liability Insurance shall include coverage for premises operations, independent contractors, completed operations, scope of work, products and contractual exposures as shall protect the contractor from claims arising out of any bodily injury, including accidental death, as well as, claims for property, damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or any directly or indirectly employed by either of them. The Town of Emerald Isle must be named as an additional insured prior to initiation of the scope of work under the Contractors General Liability Insurance. Automobile Liability Insurance shall include coverage for all owned, hired and non-owned vehicles.

7.00 TIME/COMPLETION SCHEDULE

7.01 This contract will be valid for a period of one year, from July 1, 2016 through June 30, 2017. 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 notice to proceed, as set forth in Part I, Section 18.00, by fax and followed by regular mail from the Town Manager or his designee.

7.02 Completion will be at the discretion of the Town Manager or his designee.

8.00 CERTIFICATES

8.01 Payment will be made within ten (10) days after submission of weekly pay applications (invoices). **Payment will be based on volume as determined by the**

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Town or its' designee 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.

8.02 Subcontractor payment verification. All subcontractors must register with the Town of Emerald Isle 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 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 Coastal Environmental Partnership (CEP) advises that all C&D 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.

10.02 Carteret County advises that two locations will be made available for the disposal/reduction of vegetative debris for western Carteret County. Through Memorandum of Understanding, the primary site for the Town of Emerald Isle will be the Peletier Debris Management Site (DMS) Location, approximately 2.7 miles north of the NC 24/NC58 intersection on NC Highway 58. Contractors should anticipate round trips of less than 30 miles for this location. An additional bid for Vegetative Debris removal is also requested for round trips greater than 30 but less than 50 miles which will include the Newport / Morehead City DMS Location, approximately located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, Morehead City. Allowances for additional length of haul, 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:

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Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond, each in the amount of Five Hundred Thousand Dollars (\$500,000.00) 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 are complete as determined by the Town Manager and one year after.

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-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;
- 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:

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- 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 **Termination for Convenience;** the Town or Contractor may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the other party. If the contract is terminated by the Town as provided herein, the contractor will be paid a fair payment as negotiated with the Town for the work completed as of the date of termination.

13.00 ESTIMATED QUANTITIES

- 13.01 The TOWN makes no guarantee as to the quantities the CONTRACTOR will actually remove, nor the activation of this contract.
- 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 North Carolina Department of Transportation (NCDOT), NCDOT will have primary responsibility for vegetative and sand debris removal efforts of Federal and State Highways, and Federal Aid Secondary Routes; for the Town of Emerald Isle this includes NC Highway 58. Through Memorandum of Agreement with NCDOT, the Town of Emerald Isle can request release of these routes and assume

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responsibility for debris removal and apply for reimbursement. Therefore, upon directive from the Town Manager, the CONTRACTOR must be prepared to remove vegetative and sand debris from NC Highway 58 within the incorporated limits of the TOWN.

- 13.04 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), Emerald Isle and/or its Debris Removal Contractor will have primary responsibility for the removal of construction and demolition debris (C&D) from NC Highway 58 within the incorporated limits of the TOWN.

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 **OTHER LAWS AND REGULATIONS**

- 16.01 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 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the TOWN, FEMA and the Regional Office of the Environmental Protection Agency (EPA).

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.

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17.00 NON-DISCRIMINATION

17.01 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.

18.00 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:

18.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, 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.

18.02 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.

18.03 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.

18.04 Provide technical assistance as needed.

18.05 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

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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.

19.00 WRITTEN NOTICE TO PROCEED

19.01 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. Frank Rush, Town Manager either by email frush@emeraldisle-nc.org or by fax (252) 726-5115.

20.00 QUALIFICATIONS OF CONTRACTOR

20.01 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional

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documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

- 20.01.1 Most recent completed Annual Financial Report
- 20.01.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report
- 20.01.3 Surety Company Name, Contact Name and telephone #
- 20.01.4 Listing of Sureties Secured past 5 years and amounts
- 20.01.5 Insurance Company Name, Contact Name and telephone #
- 20.01.6 Debris Removal Experience past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s
- 20.01.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- 20.01.8 List of Company Owned Equipment available to service the Town of Emerald Isle Vegetative and C&D Debris Removal Contract
- 20.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations.
- 20.01.10 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 Emerald Isle Vegetative and C&D Debris Removal Contract with Contact Name and telephone #'s

- 21.00 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION**

- 21.01 No subcontractor or lower-tier subcontractor subcontracting for any or part of the subcontract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed in such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and

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provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation

22.00 RECORDS RETENTION AND REVIEW

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

23.00 E-VERIFY CERTIFICATION

23.01 NCGS 143-133.3 prohibits the Town from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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PART II – SCOPE OF WORK

1.00 **GENERAL**

- A. 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.
- B. Performance: The quality of workmanship concerning the removal of Vegetative and C&D 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 Emerald Isle** will enact Phase II of 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 of 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, public beaches and designated Public Property within the incorporated limits of the Town to the appropriate designated landfill/reduction site(s) 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 removal under a separate contract, where the intention for final disposition is to maximize the use of recovered / recycled materials.***
- 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 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 two locations will be made available for the disposal/reduction of vegetative debris for western Carteret County. Through

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PART II – SCOPE OF WORK

Memorandum of Understanding, the primary site for the Town of Emerald Isle will be the Peletier Debris Management Site (DMS) Location, approximately 2.7 miles north of the NC 24/NC58 intersection on NC Highway 58. Contractors should anticipate round trips of less than 30 miles for this location. An additional bid for Vegetative Debris removal is also requested for round trips greater than 30 but less than 50 miles which will include the Newport / Morehead City DMS Location, approximately located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, Morehead City. Allowances for additional length of haul, 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 Per FEMA Regional Guidance # R4-RR-PA-07-07-05-03, Use of Hand Loaded Trailers and Trucks will be reduced by 50% of the observed capacity at the debris disposal site or staging location. This guidance is enforced because of the low compaction rate achieved by hand loading.
- 2.08 All crews must utilize ground support personnel with appropriate traffic control devices per Manual of Uniform Traffic Control Devices (MUTCD), 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.
- 2.09 Contractor will be given street by street assignments. Each assigned street will receive a complete pass prior to assignment to a new location. Approval to move to the next assignment will be given by the Public Works Director or his designee.

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 round trip distance is 90 miles.

Unit of Measurement: Ton

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Unit price No. 2

Gather, load and haul C&D debris from public beaches 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 round trip distance is 90 miles.

Unit of Measurement: Ton

Unit price No. 3

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property to the Peletier Debris Management Site (DMS), approximately 2.7 miles north of the NC 24/NC58 intersection on NC Highway 58. Contractors should anticipate round trips of less than 30 miles for this location.

Unit of Measurement: Cubic Yard

Unit Price No. 4

Gather, load and haul vegetative debris to the alternative Newport / Morehead City DMS, approximately located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, Morehead City, with anticipated round trip of greater than 30 but less than 50 miles.

Unit of Measurement: Cubic Yard

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PART III – FORM OF PROPOSAL

TO: Mr. Frank Rush, Jr.
Town Manager
Town of Emerald Isle
7500 Emerald Dr.
Emerald Isle, NC 28594

DATE: _____ FROM: _____
(Bidder/Contractor)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***TOWN OF EMERALD ISLE, PHASE II - DEBRIS REMOVAL CONTRACT*** dated March 21, 2016 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 \$ _____/ton
- 2) Unit Price No. 2 \$ _____/ton
- 3) Unit Price No. 3 \$ _____/cubic yard
- 4) Unit Price No. 4 \$ _____/cubic yard

Company Name

Signature

State of Incorporation

Title

(Corporate Seal)

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PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 21, 2016, have been read and understood.

The bidder hereby provides assurance that the Firm represented and it's principals in this bid, as indicated below:

- 1.00 (a) 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;
- (b) 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;
- (c) 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 1) (b) of this certification; and
- (d) 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
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, he or she shall attach an explanation to this application.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 3.00 Currently complies with all applicable State and Federal Laws:
- 4.00 Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 5.00 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

TOWN OF EMERALD ISLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 6.00 Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

- 7.00 Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm	Name of Firm Representative
Signature	Title
Address of Firm	
Telephone Number	
Date	
State of Incorporation	(Corporate Seal)

TOWN OF EMERALD ISLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF CARTERET

AGREEMENT BETWEEN
THE TOWN OF EMERALD ISLE, NORTH CAROLINA
AND

THIS AGREEMENT, made this the _____ day of _____, 2016, by and between the TOWN OF EMERALD ISLE, NORTH CAROLINA (hereinafter called "TOWN"), a municipal Corporation located in Carteret County, North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

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, PARTS I – IV, TOWN OF EMERALD ISLE, PHASE II - DEBRIS REMOVAL CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will gather, load and haul vegetative and C&D (Construction and Demolition) debris from the public beach, roads, right of ways and designated Public Property within the incorporated limits of the Town to the appropriate designated landfill/reduction site(s) as directed under Section 10.00 of PART I – INSTRUCTIONS TO BIDDERS.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) **AVAILABILITY.** Contractor agrees to make available for use within the Town of Emerald Isle the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of the Town of Emerald Isle.

TOWN OF EMERALD ISLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

- 2) **WORK.** The work is described in the TOWN OF EMERALD ISLE, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) **INCORPORATION OF BID DOCUMENTS.** The instructions to bidders captioned “TOWN OF EMERALD ISLE, PHASE II - DEBRIS REMOVAL CONTRACT” consisting of twenty-two pages dated March 21, 2016 and consisting of Part I – Instructions to Bidders, Part II – Scope of work, Part III – Form of Proposal, Part IV - Statement of Assurances and Compliance and Part V – Execution of Agreement, are incorporated herein as if set out in full as terms of this Contract.
- 4) **COMPENSATION.** Contractor will be compensated at the unit price rates per cubic yard as set out in Part III – Form of Proposal of the TOWN OF EMERALD ISLE, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) **AUTHORITY.** Contractor shall be entitled to act upon verbal instructions given by the Public Works Director, Town Manager or Mayor of the Town of Emerald Isle, and shall not be required to determine whether approval of the full Board of Commissioners has been given for any requested work under this Contract.
- 6) **TERM.** This Contract shall be effective commencing July 1, 2016 and shall remain effective until June 30, 2017.
- 7) **INDEMNITY.** Contractor indemnifies and saves Emerald Isle, its officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to Contractor’s performance under this agreement.
- 8) **COMPLETE AGREEMENT.** This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.
- 9) **NON-ASSIGNMENT.** Contractor may not assign this Contract without the express written consent of the Town of Emerald Isle.

TOWN OF EMERALD ISLE
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 EMERALD ISLE, NORTH CAROLINA

BY: _____

ATTEST:

Mayor

TOWN Clerk

FINANCE OFFICER’S CERTIFICATION STATEMENT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Laura Rotchford, Finance Officer

APPROVED AS TO FORM:

TOWN Attorney

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, _____, a Notary Public of the State and County aforesaid, certify that Rhonda Ferebee personally came before me this day and acknowledged that she is TOWN Clerk for the TOWN of Emerald Isle, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the TOWN of Emerald Isle, the foregoing instrument was signed in its name by its Mayor, _____, sealed with its corporate seal and attested by herself as its Clerk.

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

Notary Public

(SEAL)

My Commission Expires: _____

TOWN OF EMERALD ISLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: _____

ATTEST: _____

BY: _____
President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

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)