



Nice Matters!

**Town of Emerald Isle**  
7500 Emerald Drive  
Emerald Isle, NC 28594

252-354-3424 voice  
252-354-5068 fax

[www.emeraldisle-nc.org](http://www.emeraldisle-nc.org)

**Mayor**  
Eddie Barber

**Mayor Pro-Tem**  
Floyd Messer, Jr.

**Board of Commissioners**  
Candace Dooley  
Steve Finch  
Jim Normile  
Mark Taylor

**Interim Town Manager**  
Randy Martin  
[rmartin@emeraldisle-nc.org](mailto:rmartin@emeraldisle-nc.org)



April 10, 2019

## Request for Proposals

### PHASE II – DISASTER DEBRIS REMOVAL CONTRACT

#### I. PROPOSALS DUE

All proposals are requested by April 29, 2019, no later than 11:00 am (EST).

Interested contractors may submit written proposals to the attention of Laura Rotchford, Finance Director. Written proposals may be submitted in the following methods:

Mailing Address: Town of Emerald Isle, 7500 Emerald Drive, Emerald Isle, NC 28594  
Physical Deliveries: Town of Emerald Isle, 7509 Emerald Drive, Emerald Isle, NC 28594

#### II. RIGHTS

The Town of Emerald Isle Commissioners reserve the right to waive any informalities, to reject any or all proposals, and to accept that proposal or proposals which appear to be in the Town's best interest. The Town reserves the right to award all or part of this Request for Proposal.

#### III. BACKGROUND

Emerald Isle is located on the western 12 miles of Bogue Banks, a ~25 mile barrier island located on North Carolina's central coast in Carteret County.

The Town occupies approximately 5.2 square miles, and the corporate limits are entirely on the barrier island. The width of the island at Emerald Isle varies from as narrow as .2 miles on the eastern end of Town, to approximately .8 miles in the central and western areas of the Town. The Town is bounded by the Atlantic Ocean to the south, the Atlantic Intracoastal Waterway to the north, Bogue Inlet to the west, and the Town of Indian Beach to the east. The principal highways serving the Town and the surrounding areas are NC 58, NC 24, and US 70. NC 58 traverses the Atlantic Intracoastal Waterway via a high-rise bridge that enters western Emerald Isle and serves as the primary means of access to and through the Town. Another high-rise bridge serves the barrier island in the Town of Atlantic Beach, located approximately 10 miles east of the eastern corporate limits of the Town.

The Town provides services to its residents along approximate 46 miles of public streets, 10 miles of NC 58- a State maintained highway, and approximately 20 miles of private streets. The Town is seeking proposals for debris removal services in the event of a natural disaster.

The award of a contract under this solicitation will be paid with federal funding. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the contract. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

The attached Request for Proposals (RFP) will identify the services to be undertaken:

#### **IV. INSTRUCTIONS TO BIDDERS**

Upon receiving this proposal by internet or email, email [rferebee@emeraldisle-nc.org](mailto: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) DEFINITIONS**

- a) Bidding Documents include the Request of Proposals, Instructions to Bidders, the Form of Proposal and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- b) The Contract Documents proposed for the work consist of Scope of Work and all Addenda issued prior to and all modifications issued after execution of the Contract.
- c) 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.
- d) 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.
- e) Phase II - Disaster 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 V-Scope of Work, Section 1).
- f) Hazardous Limbs, Trees and Stumps include vegetative debris such as limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat and extend over improved roads, rights-of-way and designated public property within the incorporated limits of the Town.
- g) Household Hazardous Waste (HHW), used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or, 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders. Other products that contain corrosive, toxic, flammable or reactive ingredients, such as bleach and ammonia, are also considered HHW.
- h) Monitoring of Debris Removal Operations – Per FEMA guidelines the Town will monitor or contract services for monitoring of all debris removal operations to include documentation of all debris types, quantities, reduction methods, pickup and disposal locations.

##### **2) BIDDER REPRESENTATIONS**

Each Bidder by making his/her Bid represents that:

- a) Bidder has read and understands the Bidding Documents and his/her Bid is made in accordance therewith.
- b) Bidder has visited the sites, has familiarized him/herself with local conditions under which the work is to be performed and has correlated his/her observations with the requirements of the Contract Documents.

- c) 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.
- 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) INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- a) Bidders shall promptly notify Randy Martin, Interim Town Manager of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents.
- b) Bidder(s) requiring clarification or interpretation of the Bidding Documents shall make written requests that shall reach the Town Manager at least four (4) calendar days prior to the date for receipt of bids.
- c) 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) BIDDING PROCEDURE**

- a) Sealed bids will be addressed to "DISASTER DEBRIS REMOVAL CONTRACT" at 7500 Emerald Dr., Emerald Isle, NC 28594. Deadline for submittal of bids will be 11:00 AM on Monday, April 29, 2019 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 2:00 PM on Monday, April 22, 2019 in a conference room made available Town Administration Building located at 7509 Emerald Drive, Emerald Isle, NC.
- b) The Towns Board of Commissioners will make the selection during the meeting scheduled for May 14, 2019, following which the selected bidder will be notified.
- c) The complete **original proposal and one (1) copy** 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.**
- d) The unit Price Bid Sum shall be expressed in figures.
- e) Any interlineations, alteration or erasure must be initialed by the signer of the Bid.
- f) 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.
- g) 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.

- h) 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.
- i) 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) CONSIDERATION OF BIDS**

- a) 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.
- b) 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 its judgment is in the TOWN'S best interest.
- c) 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.
- d) 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 as having C&D generation of 44,547cy (on street curb side), C&D generation of 12,237cy (on public beach), and Vegetative Debris generation of 24,336cy. However, this does not imply a minimum or maximum quantity for the award.

**6) INSURANCE & INDEMNITY**

- a) To the fullest extent permitted by laws and regulations, BIDDER shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR'S performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.
- b) In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:
  - i. \$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
  - ii. \$1,000,000 – per occurrence/\$1,000,000 annual aggregate - Commercial General Liability
  - iii. \$100,000 --- Property Damage Liability, or
  - iv. \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

- c) The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.
- d) CONTRACTOR, upon execution of this Contract, shall furnish to the TOWN a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

**7) TIME/COMPLETION SCHEDULE**

This contract will be valid for a period of two years, from July 1, 2019 through June 30, 2021. The contract shall only be used on an "as needed" basis as determined solely by the Town of Emerald Isle. 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 IV, Section 19), by fax or email and followed by regular mail from the Town Manager or his designee. Completion will be at the discretion of the Town Manager or his designee.

**8) PAYMENT**

- a) Payment will be made within fourteen (14) days after submission of weekly pay applications (invoices). Payment will be based on volume as determined by the Town or its' designee at the awarded unit price and satisfactory completion of requirement set forth in 8 b) below. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Town Manager.
- b) 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) SAFETY**

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) LOCATIONS FOR DISPOSAL**

- a) Carteret County has traditionally made two locations available for the disposal/reduction of debris for municipalities in Western Carteret County. These temporary Debris Management Sites (DMS) allow both vegetative and C&D debris. The closest and primary DMS has been located approximately 3 miles north of the NC 24/NC58 intersection on NC Highway 58, in Peletier, NC. Contractors should anticipate round trips of less than 30 miles for this location/area. A secondary DMS has been located

at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, in Morehead City. Contractors should anticipate round trips of greater than 30 miles but less than 50 miles for this location.

Please note: While the Peletier and Carl Garner Road sites have been used in the past, Carteret County reserves the right to set-up its DMS in alternate locations, which are proximate to municipalities.

- b) As an alternative, Coastal Environmental Partnership (CEP) advises that C&D from a large magnitude disaster may 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. Contractors should anticipate round trips of approximately 90 miles for this location.

## 11) PERFORMANCE REQUIREMENTS

- a) Performance and Payment Bond:  
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 – Disaster 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.
- b) 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) TERMINATION BY THE TOWN FOR CAUSE

- a) The Town may terminate the contract if the contractor:
- persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
  - fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and subcontractors;
  - persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  - otherwise is guilty of substantial breach of a provision of the Contract Documents.
- b) 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:
- accept assignment of subcontracts; and/or
  - finish the work by whatever reasonable method the Town may deem expedient; and/or
  - pay from the Payment Bond Posted, as required in Section 11 a) of Part IV - Instructions To Bidders, any and all parties seeking retribution (for damages, subcontracts, etc.) with regards to this Disaster Debris Removal Contract from the CONTRACTOR.

- c) When the Town terminates the contract for one of the reasons stated in Subparagraph 12 a), the contractor shall not be entitled to receive further payment until the work is finished.
- d) 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.
- e) 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) ESTIMATED QUANTITIES**

- a) The TOWN makes no guarantee as to the quantities the CONTRACTOR will actually remove, nor the activation of this contract.
- b) 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.
- c) North Carolina Department of Transportation (NCDOT), will have primary responsibility for vegetative and C&D 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 intends to request release of these routes and assume responsibility for debris removal and apply for reimbursement. Therefore, upon directive from the Town Manager, the CONTRACTOR must be prepared to remove vegetative and C&D debris from NC Highway 58 within the incorporated limits of the TOWN.

**14) PERSONNEL**

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) CONFLICT OF INTEREST**

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) OTHER LAWS AND REGULATIONS**

- a) 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).

- b) 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.

## **17) NON-DISCRIMINATION**

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) MINORITY BUSINESS ENTERPRISE (MBE)**

- a) The Town desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:
- Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions for the procurement of goods, services in connection with construction projects for minority owned business enterprises.
  - 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.
  - 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.
  - Provide technical assistance as needed.
  - 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.
- b) 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.
- c) 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.

- d) 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.
- e) 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) WRITTEN NOTICE TO PROCEED**

The TOWN shall issue an official written notice to proceed for the services referenced in this contract. The notice shall be sent via facsimile or email 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 the Town Manager either by email to [rmartin@emeraldisle-nc.org](mailto:rmartin@emeraldisle-nc.org) or by fax (252) 354-5068.

#### **20) QUALIFICATIONS OF CONTRACTOR**

As part of proposal submission and due at deadline of submittal, (see Part IV Instructions to Bidders 4 a); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

- a) Most recent completed Annual Financial Report
- b) Dun & Bradstreet# and a current Dunn & Bradstreet Comprehensive Report
- c) Surety Company Name, Contact Name and telephone#
- d) Listing of Sureties Secured past 5 years and amounts
- e) Insurance Company Name, Contact Name and telephone#
- f) Debris Removal Experience past 5 years listed with Contact Info, Volume, Gross\$, Contact Name and telephone #'s
- g) Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- h) List of Company Owned Equipment available to service the Town of Emerald Isle Disaster Debris Removal Contact
- i) Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations
- j) 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 Disaster Debris Removal Contact with Contact Name and telephone #'s

#### **21) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION**

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 1.5 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 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) RECORDS RETENTION AND REVIEW

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.

## 23) E-VERIFY CERTIFICATION

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.

## V. SCOPE OF WORK

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.

The quality of workmanship concerning the removal of Vegetative and C&D Debris must reflect professional work and conduct.

### 1) 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 Disaster Debris Removal.

- a) 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.
- b) The Contractor will not enter or remove debris from private property.
- c) Upon notification by the Town Manager or designee, the Contractor will remove hazardous limbs, trees, and stumps along roads, rights-of-way, and designated Public Property within the incorporated limits of the Town. Limbs and branches must extend over the public right-of-way and pose an immediate threat. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6") or larger in diameter if the tree has 50% or more of the root-ball exposed; hanging limbs two inches (2") or greater at the point of break; and uprooted stumps existing in the Town right-of-way or designated public property. Trees that have less than 50 percent of the root-ball exposed flush cut the tree to ground level and dispose of the cut portion.
- d) Contractor shall remove any trees together with the root-ball that have 50 percent or more of the root-ball exposed, and fill the hole where they root-ball was extracted. Contractor shall remove any stumps that have 50 percent or more of the root-ball exposed, and fill the hole where they root-ball was extracted. If grinding a stump in-place is less costly than extraction, grinding the stump is requested.

- e) Debris generated from the removal of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in Town's right-of-way's will be transported to the appropriate designated landfill/reduction site(s) as determined by Carteret County.
- f) The Town will provide force account labor or contracted services for debris monitoring per FEMA guidelines.
- g) 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.***
- h) Curbside segregation of debris and disaster-generated or related wastes will be an element of the disaster recovery program. The CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) or E-waste encountered by the debris removal CONTRACTOR is to be set aside. HHW and E-waste disposal will be the responsibility of the resident. See Household Hazardous Waste (HHW) definition Part IV, 1) f).
- i) The contractor will be responsible for damages caused by the contractor to both private and public property.
- j) Carteret County has traditionally made two locations available for the disposal/reduction of debris for municipalities in Western Carteret County. These temporary Debris Management Sites (DMS) allow both vegetative and C&D debris. The closest and primary DMS has been located approximately 3 miles north of the NC 24/NC58 intersection on NC Highway 58, in Peletier, NC. Contractors should anticipate round trips of less than 30 miles for this location/area. A secondary DMS has been located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, in Morehead City. Contractors should anticipate round trips of greater than 30 miles but less than 50 miles for this location.  
*Please note: While the Peletier and Carl Garner Road sites have been used in the past, Carteret County reserves the right to set-up its DMS in alternate locations, which are proximate to municipalities.*
- k) As an alternative, Coastal Environmental Partnership (CEP) advises that C&D from a large magnitude disaster may 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. Contractors should anticipate round trips of approximately 90 miles for this location.
- l) Per FEMA Public Assistance Program and Policy Guide (most current version), 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.
- m) 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.
- n) 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.

## 2) **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.

**VI. FORM OF PROPOSAL – PHASE II DISASTER DEBRIS REMOVAL CONTRACT**

TO: Randy Martin  
 Interim Town Manager  
 Town of Emerald Isle  
 7500 Emerald Drive  
 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 – DISASTER DEBRIS REMOVAL CONTRACT dated April 10, 2019 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.

<u>UNIT PRICING SCHEDULE</u>		
<u>DESCRIPTION OF WORK - VEGETATIVE DEBRIS REMOVAL</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 0-15 miles one-way.</b>	per cubic yard	
Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 16-30 miles one-way.</b>	per cubic yard	
Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 31-60 miles one-way.</b>	per cubic yard	

<b><u>UNIT PRICING SCHEDULE CONTINUED</u></b>		
<b><u>DESCRIPTION OF WORK - C&amp;D DEBRIS REMOVAL - ROW</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>
Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 0-15 miles one-way.</b>	per cubic yard	
Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 16-30 miles one-way.</b>	per cubic yard	
Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 31-60 miles one-way.</b>	per cubic yard	
Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property to Debris Management Site (DMS) or final disposal. <b>Haul distance 31-60 miles one-way.</b>	per ton	

<b><u>UNIT PRICING SCHEDULE CONTINUED</u></b>		
<b><u>DESCRIPTION OF WORK - C&amp;D DEBRIS REMOVAL - BEACH STRAND</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>
Gather, load and haul C&D debris from public beach strand to Debris Management Site (DMS) or final disposal. <b>Haul distance 0-15 miles one-way.</b>	per cubic yard	
Gather, load and haul C&D debris from public beach strand to Debris Management Site (DMS) or final disposal. <b>Haul distance 16-30 miles one-way.</b>	per cubic yard	
Gather, load and haul C&D debris from public beach strand to Debris Management Site (DMS) or final disposal. <b>Haul distance 31-60 miles one-way.</b>	per cubic yard	
Gather, load and haul C&D debris from public beach strand to Debris Management Site (DMS) or final disposal. <b>Haul distance 31-60 miles one-way.</b>	per ton	

**UNIT PRICING SCHEDULE CONTINUED**

<b><u>DESCRIPTION OF WORK - HAZARDOUS LIMBS, TREES, AND STUMP REMOVAL</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>
Broken Limb/Branch Removal > 2" diameter	per tree	
Tree Removal 6-12" diameter	per tree	
Tree Removal 12-24" diameter	per tree	
Tree Removal > 24" diameter	per tree	
Tree Removal w/ Root Ball /Fill Hole	per tree	
Stump Removal/Fill Hole	per stump	
Stump Grinding In-Place	per stump	

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
State of Incorporation

(Corporate Seal)

**VII. STATEMENT OF ASSURANCES & COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated April 10, 2019 have been read and understood.

- 1) The bidder hereby provides assurance that the Company represented and it's principals in this bid as indicated below:
  - 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
- 2) 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.
- 3) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document.
- 4) Currently complies with all applicable State and Federal Laws.
- 5) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted; and
- 6) Byrd Anti-Lobbying Amendment. 31 U.S.C.1352 (as amended):

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 31U.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.

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

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Signature

Title

---

Company Address

---

Telephone Number

---

Date

---

State of Incorporation

(Corporate Seal)

**VIII. EXECUTION OF AGREEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

CONTRACT No. \_\_\_\_\_

AGREEMENT BETWEEN  
THE TOWN OF EMERALD ISLE NORTH CAROLINA AND \_\_\_\_\_

THIS AGREEMENT, made this the \_\_\_\_\_ day of 2019, 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").

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 – VII, TOWN OF EMERALD ISLE, PHASE II – DISASTER DEBRIS REMOVAL CONTRACT, containing specifications and documents consisting of, but not limited to: Advertisement, Instructions to Bidders, Scope of Work, Form of Proposal, and Statement of Assurances and Compliance, which are incorporated as if fully set out, for the following:

CONTRACTOR will gather, load and haul vegetative and construction and demolition (C&D) debris from the roads, rights-of-way, public beaches, and designated Public Property within the incorporated limits of the Town to the appropriate designated debris management site(s)/landfill as directed under Section V - INSTRUCTIONS TO BIDDERS and Section V – SCOPE OF WORK.

**STATEMENT OF AGREEMENT**

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

AVAILABILITY. Contractor agrees to make available for use within the Town of Emerald Isle the equipment and work force 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.

WORK. The work is described in the TOWN OF EMERALD ISLE. PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents under Part II "Scope of Work."

INCORPORATION OF BID DOCUMENTS. The Instructions to Bidders captioned "TOWN OF EMERALD ISLE, PHASE II – DISASTER DEBRIS REMOVAL CONTRACT" consisting of nineteen pages dated April 10, 2019 and consisting of Part IV - Instructions to Bidders, Part V - Scope of work, Part VI - Form of Proposal, Part VII - Statement of Assurances and Compliance and Part VIII - Execution of Agreement are incorporated herein as if set out in full as terms of this Contract.

COMPENSATION. Contractor will be compensated at the unit price rates as set out in Part VI - Form of Proposal of the TOWN OF EMERALD ISLE, PHASE II – DISASTER DEBRIS REMOVAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.

AUTHORITY. Contractor shall be entitled to act upon verbal instructions given by the Town Manager, Public Works Director, or designee 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.

TERM. This Contract shall be effective commencing July 1, 2019 and shall remain effective until June 30, 2021. This Contract shall only be used on an "as needed" basis resulting from a disaster and as determined solely by the Town of Emerald Isle.

INDEMNITY. Contractor indemnifies and holds harmless Emerald Isle, its officers and employees, 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.

COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.

NON-ASSIGNMENT. Contractor may not assign this Contract without the express written consent of the Town of Emerald Isle.

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: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

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

BY: \_\_\_\_\_  
PRESIDENT, VICE PRESIDENT

ATTEST: \_\_\_\_\_  
SECRETARY, ASST. SECRETARY

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_, 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, \_\_\_\_\_ 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_