

PAMLICO COUNTY
VEGETATIVE DEBRIS DISPOSAL CONTRACT

PART I – INSTRUCTIONS TO BIDDERS

NOTICE

Upon receiving this proposal by internet, email courtney.norfleet@pamlicocounty.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 COUNTY will be used interchangeably for Pamlico County throughout this document. The proposing entity, bidder or entity awarded the contract may also be referred to as CONTRACTOR throughout this document.
- 1.04 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.
- 1.05 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.

2.00 BIDDER REPRESENTATIVES

- 2.01 Each Bidder by making his Bid represents that:
 - 2.01.1 Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.01.2 No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
 - 2.01.3 The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

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3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.01 Bidders shall promptly notify Mr. Tim Buck, Pamlico County Manager, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.
- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach Mr. Tim Buck, Pamlico County 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 “VEGETATIVE DEBRIS DISPOSAL CONTRACT”, PO Box 776, 302 Main St., Bayboro, NC 28515. Deadline for submittal of bids will be 1:00pm on Friday, June 8, 2018, at which time the bid opening and reading will take place in the County Commissioners’ Room of the Pamlico County Courthouse. Following evaluation, a recommendation will be submitted to the County Commissioners, 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.
- 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 may be considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid no 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.*

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4.07 Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his bid after 72 hours' time has passed beyond the time of opening. The governing board will hold a hearing on the request for removal and may grant the request if an error is found and sufficiently demonstrated. This bidder may not receive the contract, even on re-advertisement

5.00 CONSIDERATION OF BIDS

5.01 Rejection of Bids: The COUNTY shall have the right to reject any or all Bids.

5.02 Acceptance of Bid (Award): It is the intent of the COUNTY to award two (2) Contracts; a primary contract to be awarded to the lowest 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 COUNTY 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 COUNTY'S best interest.

5.03 The primary Contractor will be the COUNTY'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 COUNTY when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

6.00 INSURANCE

6.01 Careful attention is directed to insurance. The CONTRACTOR should carefully review their 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.

Worker's Compensation	\$ 500,000 /500,000/500,000
CONTRACTOR's General Liability Ins.	\$1,000,000
CONTRACTOR's Vehicle Ins.	\$1,000,000
(Combined Single Limit - Bodily Injury and Property Damage)	
Excess Liability (Umbrella)	\$2,000,000

The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of

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\$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease.

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. Pamlico County 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.

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

7.00 TIME/COMPLETION SCHEDULE

7.01 The CONTRACTOR must make site available to accept and stage vegetative debris delivered seven (7) days per week, from 7:30 a.m. to 5:30 p.m. while Phase II Debris Removal Operations are being conducted by Pamlico County.

7.02 The CONTRACTOR will not exceed two (2) days backlog in vegetative debris in staging pile unless written permission has been received from the Pamlico County Manager.

7.03 All debris must be chipped, all chip products removed, and site restored to pre-disaster conditions no later than 10 days following final delivery date of Phase II removal operations, to be determined by the Pamlico County Manager.

8.00 TERM OF CONTRACT

The term of this contract shall be for the period beginning July 1, 2018 and ending June 30, 2020.

9.00 CONTRACTOR SUBMISSIONS AND PAYMENT

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The CONTRACTOR shall provide the COUNTY with a volume disposal ticket showing the capacity measured of the vehicle, actual volume disposed, vehicle number, and local government entity or resident and address delivering the material. The volume disposal ticket must be signed by the driver and a copy given to the driver.

Copies of the volume disposal tickets must accompany the weekly invoice. The invoice should be mailed to Mr. Tim Buck, Pamlico County Manager, PO Box 776, 202 Main St., Bayboro, NC 28515. Payment shall be made based on the per cubic yard charge set forth in CONTRACTOR'S proposal.

The invoice must be individually numbered and contain an itemized list including vehicle number of each truck, local government entity, or resident and address delivering the material and volume accepted for disposal by the CONTRACTOR. Payment will be made within thirty (30) days after receipt of an approved invoice. **Payment will be based on volume by tower evaluation of the received unprocessed debris per cubic yard (CY), as determined by the County or it's designee at the awarded unit price and satisfactory completion of requirement set forth in 9.02 below. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the County Manager.**

9.02 Subcontractor payment verification. All subcontractors must register with Pamlico County 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 COUNTY 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.

10.00 SAFETY

10.01 CONTRACTOR shall be solely responsible for maintaining safety at the Vegetative Disposal Site. CONTRACTOR shall take all reasonable steps to insure safety for both workers and visitors to the site, to include traffic control.

11.00 PERFORMANCE REQUIREMENTS

11.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in an aggregate amount on One Million Dollars (\$1,000,000.00) throughout the contract execution period, when the County Manager or his designate requests initiation of this Vegetative Debris Disposal Contract, until such time as the scope of work contained in this contract is completed as determined by the County Manager or his designate.

These bonds shall remain in effect at least one (1) year after the date when final payment

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becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

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

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

11.02 Pamlico County'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 COUNTY to commence and continue correction of such default or neglect with diligence and promptness, the COUNTY 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 COUNTY'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 COUNTY.

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

12.01 In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this agreement and the COUNTY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

12.02 The COUNTY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of two (2) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the COUNTY. If, in the opinion of the COUNTY the CONTRACTOR remains in violation of this agreement at the completion of the two (2) day suspension period, the COUNTY shall have the right to terminate this

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agreement whereupon all obligations of the COUNTY to the CONTRACTOR shall cease.

12.03 In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursables, as defined herein, which are due him.)

12.04 **Termination for Convenience;** the County 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 County as provided herein, the contractor will be paid per the contract for work completed as of the date of termination.

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

13.00 **ESTIMATED QUANTITIES**

The COUNTY makes no guarantee as to the quantities the CONTRACTOR will actually receive.

14.00 **OWNERSHIP OF MATERIAL**

Vegetative Debris delivered as a result of either Phase I or Phase II Debris Removal efforts to the site by PAMLICO COUNTY; contractor of PAMLICO COUNTY; municipalities of PAMLICO COUNTY which are: Alliance, Arapahoe, Bayboro, Grantsboro, Mesic, Minnesott Beach, Oriental, Stonewall or Vandemere; NC DOT, or resident of Pamlico County and accepted by the CONTRACTOR shall be the property of the CONTRACTOR.

Final disposition of vegetative debris chips must be to a permitted or approved facility. A copy of volume or weight ticket for each load from the receiving facility must be presented to the County or the County's debris monitoring firm. The facility must be permitted and/or an approved final disposition location as determined by NC-DEQ, Solid Waste Section.

15.00 **PERSONNEL**

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

16.00 **CONFLICT OF INTEREST**

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

17.00 NON-WAIVER OF RIGHTS

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

18.00 FINDINGS CONFIDENTIAL

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

19.00 SUBCONTRACTS

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the COUNTY.

20.00 ENTIRE AGREEMENT

This agreement constitutes the entire understanding of the parties.

21.00 BINDING EFFECT

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

22.00 CONTINUING OBLIGATION

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

23.00 REFERENCE

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

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or limit the scope of intent of the agreement.

24.00 INTERPRETATION

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

25.00 PREAUDIT

This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced upon enactment of the contract by COUNTY Purchase Order No. _____ which is incorporated as if fully set out. A Purchase Order will be assigned upon contract activation.

26.00 MINORITY BUSINESS ENTERPRISE (MBE)

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

- 26.01 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.
- 26.02 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.
- 26.03 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.
- 26.04 Provide technical assistance as needed.
- 26.05 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

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

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

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.

27.00 IMMUNITY NOT WAIVED

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

28.00 SAVING CLAUSE

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

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29.00 OTHER LAWS AND REGULATIONS

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 COUNTY, 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 relations 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.

30.00 AMENDMENTS

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

31.00 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 COUNTY'S option, in a termination or suspension of this agreement in whole or in part.

32.00 RELEASE AND INDEMNITY

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the COUNTY, its agents, officials and employees, from any and all

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responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting there from) to all persons, whether agents, officials or employees of the COUNTY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the COUNTY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the COUNTY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the COUNTY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the COUNTY as herein provided. The intention of the parties is to apply and construe broadly in favor of the COUNTY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

33.00 QUALIFICATIONS OF CONTRACTOR

33.01 CONTRACTOR will be required to provide proof of previous experience performing Vegetative Debris Grinding and Disposal Services as the prime CONTRACTOR for a single contract equal to or greater than 250,000 cy of Debris.

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

33.02.1 Most recent completed Annual Financial Report

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

33.02.3 Surety Company Name, Contact Name and telephone #

33.02.4 Listing of Sureties Secured past 5 years and amounts

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- 33.02.5 Insurance Company Name, Contact Name and telephone #
- 33.02.6 Vegetative Debris Grinding and Disposal Experience (one of which must be in excess of 250,000 cy as the Prime Contractor) past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s
- 33.02.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- 33.02.8 List of Company Owned Equipment available to service the Pamlico County Vegetative Debris Disposal Contract
- 33.02.9 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 Pamlico County Vegetative Debris Disposal Contract with Contact Name and telephone #'s
- 33.02.10 CONTRACTOR is required to submit a Debris Management Site Plan to include a Site Health & Safety Plan with training schedule and Environmental Management and Monitoring Plan identifying baseline data for each location and ingress/egress for sites.
- 33.02.11 Method to be used in management and disposal of Vegetative Debris received.

34.00 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

- 34.01 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 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

19.00 RECORDS RETENTION AND REVIEW

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

20.00 E-VERIFY CERTIFICATION

20.01 NCGS 143-133.3 prohibits the County 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**

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

1.02 Performance: The quality of workmanship concerning the disposal of Vegetative Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

2.01 CONTRACTOR is required to measure, stage, grind, and dispose of vegetative debris collected within the County limits of PAMLICO COUNTY following enactment and issuance of Phase I or Phase II debris removal contracts. Phase I and Phase II debris removal contracts are in response to Pamlico County's Debris Removal efforts entered into following an unforeseen event, such as: Hurricane, Nor' Easter, Tornado, Snow/Ice Storm.

Vegetative Debris will be delivered to the PAMLICO COUNTY RECYCLING CENTER, located at 3291 Highway 306N, Grantsboro, NC, to be operated and maintained by the CONTRACTOR. All grinding of the material will take place at the PAMLICO COUNTY RECYCLING CENTER by the CONTRACTOR.

The CONTRACTOR shall provide all labor and equipment necessary to measure, stage, and grind all vegetative debris and all costs of disposal of the chipped product related to the vegetative debris referenced under this Request for Proposal.

The CONTRACTOR shall provide approved monitoring tower(s) as necessary for use during activation of this contract for the monitoring contractor to view each load of Vegetative Debris entering the facility and each load of reduced material destined for disposal.

The CONTRACTOR shall maintain access roads, ingress and egress, to include traffic control during PAMLICO COUNTY's Phase I or Phase II debris removal operations.

The CONTRACTOR upon completion of vegetative debris disposal shall return the PAMLICO COUNTY RECYCLING CENTER site to pre-contract conditions and confirmed acceptable in writing by Mr. Tim Buck, Pamlico County Manager prior to the release of funds for the final invoice.

2.02 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

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staging location. This guidance is enforced because of the low compaction rate achieved by hand loading.

3.00 UNIT PRICE SCHEDULE

The contract will be for payment on a unit price basis. Unit price includes all necessary: equipment operation, insurance, overhead, profit and applicable taxes.

Unit price No. 1

Measure, stage, grind and dispose of Vegetative Debris.

Unit of Measurement: Cubic Yard

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PART III – FORM OF PROPOSAL

TO: Mr. Tim Buck, County Manager
Pamlico County
PO Box 776
302 Main St.
Bayboro, NC 28515

DATE: _____ FROM: _____
(Bidder/Contractor)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***PAMLICO COUNTY– VEGETATIVE DEBRIS DISPOSAL CONTRACT*** dated May 8, 2018 including the following addenda:

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 project in accordance with the contract documents for the following unit price amounts.

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

Signature

Title

State of Incorporation

(Corporate Seal)

PAMLICO COUNTY
VEGETATIVE DEBRIS DISPOSAL CONTRACT

PART IV –STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated May 8, 2018, have been read and understood.

The bidder hereby provides assurance that the Firm represented and its 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 proposal 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 performing 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.
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, it will attach an explanation to this proposal.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document; and in any Contract entered into as a consequence of this bid.
- 3.00 Currently comply with all applicable Local, State and Federal Laws.
- 4.00 Are not guilty of collusion with other contractors or vendors possibly interested in this bid or in determining prices to be submitted.
- 5.00 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

PAMLICO COUNTY
VEGETATIVE DEBRIS DISPOSAL CONTRACT

PART IV –STATEMENT OF ASSURANCES AND COMPLIANCE

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

Title

Address of Firm

Telephone Number

Date

State of Incorporation

(Corporate Seal)

PAMLICO COUNTY
VEGETATIVE DEBRIS DISPOSAL CONTRACT

PART V -EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF PAMLICO

AGREEMENT BETWEEN
THE COUNTY OF PAMLICO, NORTH CAROLINA
AND

THIS AGREEMENT, made this the ____ day of _____, 2018, by and between the COUNTY OF PAMLICO, NORTH CAROLINA (hereinafter called "COUNTY"), a county located in North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

IN WITNESS WHEREOF, the COUNTY 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.

COUNTY OF PAMLICO, NORTH CAROLINA

BY: _____
Chairman, Board of Commissioners

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

COUNTY CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 20____. A Purchase Order will be assigned upon contract activation.

Finance Officer

PAMLICO COUNTY
VEGETATIVE DEBRIS DISPOSAL CONTRACT

PART V -EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged that she is County Clerk for Pamlico County, North Carolina, and that by authority duly given and as the act of the County of Pamlico, the foregoing instrument was signed in its name by its Chairman, _____, 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

My Commission Expires:

(SEAL)

Name of Company: _____

ATTEST:

BY: _____

President, Vice President, Assistant
Vice President, _____

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

PAMLICO COUNTY
VEGETATIVE DEBRIS DISPOSAL CONTRACT

PART V -EXECUTION OF AGREEMENT

STATE OF _____

COUNTY OF _____

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