

PAMLICO COUNTY
PHASE I – DEBRIS CLEARING 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 may consist of Drawings, 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.
- 1.06 Phase I Debris Clearing is the immediate response following a unforeseen event where the CONTRACTOR will clear identified critical route(s)/facilities by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear key access routes.

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 Bidder has familiarized himself with local routes and critical facilities and conditions where the work is to be performed and has correlated his observations with the requirements of the Contract Documents.

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

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

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.01 Bidders shall promptly notify Mr. 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 “PHASE I – DEBRIS CLEARING CONTRACT” at PO Box 776, 302 Main St., Bayboro, NC 28515. Deadline for submittal of bids will be 1:00pm on Tuesday, April 17, 2018, at which time the bid opening and reading will take place in the County Commissioners’ Room of the Pamlico County Courthouse. Interested parties are recommended to attend the ***Pre-bid Conference*** scheduled at 1:00pm on Tuesday, April 10, 2018, in the County Commissioners’ Room of the Pamlico County Courthouse. A recommendation will be submitted no later than the next scheduled meeting of 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.

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- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid not later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. **Faxed or E-mailed bids will not be accepted.**
- 4.07 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 response 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.

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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)	

The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease.

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.

7.00 TIME/COMPLETION SCHEDULE

- 7.01 This contract will be for any disaster deemed necessary for enactment of Phase I Debris Clearing by the County Board of Commissioners, for clearing Vegetative and C&D debris from County Property, roads and Rights-of-Way for the period beginning July 1, 2018 and ending June 30, 2020.
- 7.02 All dates in this schedule are predicated on a contract being awarded. **CONTRACTOR will begin work within 2 hours of notice to proceed.**
- 7.03 Completion will be at the discretion of the Pamlico County Manager, and there will be no guarantee as to the minimum hours or number of pieces of equipment actually utilized. However, CONTRACTOR will not exceed 70 working hours following initiation of the contract without a written change order that specifically identifies the continuance of work to a new defined point of termination.

8.00 PAYMENT

- 8.01 Payment will be made within ten (10) days after submission of weekly pay

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applications (invoices). **Payment will be based on actual hours worked at the awarded unit price, idle equipment and idle personnel time will not be evaluated nor paid. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the County Manager.**

9.00 **SAFETY**

9.01 CONTRACTOR shall 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 the site, to include traffic control.

10.00 **LOCATIONS FOR DISPOSAL**

10.01 Roadway debris clearing involves the opening of arterial roads and collector streets by moving debris to the shoulders of the road. **There is no attempt to physically remove or dispose of the debris.**

11.00 **PERFORMANCE REQUIREMENTS**

11.01 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 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:**

- 12.01.1 The COUNTY may terminate the contract if the CONTRACTOR:
- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
 - b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
 - c. persistently disregards laws, ordinances, or rules, regulations or

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orders of a public authority having jurisdiction; or

- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 12.01.2 When any of the above reasons exist, the COUNTY may without prejudice to any other rights or remedies of the COUNTY and after giving the CONTRACTOR written notice, terminate employment of the CONTRACTOR and may:
- a. accept assignment of subcontracts; and/or
 - b. finish the work by whatever reasonable method the COUNTY may deem expedient.
- 12.01.3 When the COUNTY terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive further payment if any until the work is finished.
- 12.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the COUNTY'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 COUNTY. This obligation for payment shall survive termination of the contract.
- 12.01.5 **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.

13.00 PERSONNEL

- 13.01 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.

14.00 CONFLICT OF INTEREST

- 14.01 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.

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15.00 OTHER LAWS AND REGULATIONS

- 15.01 CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the 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.

16.00 NON-DISCRIMINATION

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

17.00 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:

- 17.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional

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- provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- 17.02 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.
- 17.03 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.
- 17.04 Provide technical assistance as needed.
- 17.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

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

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

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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.

18.00 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

18.01 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

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 licenses to complete the scope of work. Pamlico County will obtain any Right of Entry required to complete the “Scope of Work”.

1.02 Performance: The quality, of workmanship concerning the clearing of Vegetative and C&D Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

2.01 PAMLICO COUNTY will identify critical routes and facilities that are essential to emergency operations and resumption of critical services and prioritize routes and facilities to be cleared.

2.02 A daily meeting will be required between CONTRACTOR and the COUNTY MANAGER, or his designee. In this meeting a written report is required from the CONTRACTOR on the current status of clearing efforts, location of crews, identifying any problems, and the anticipated completion of clearance of the critical route(s)/facilities assigned. This meeting will be the basis for determining the next route(s) and/or facility(s) to be cleared with the ultimate the goal of completing clearing of all critical route(s) and/or facility(s) and terminating the Phase I Debris Clearing efforts.

2.03 CONTRACTOR will clear the identified critical route(s)/facilities by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear key access routes.

2.04 Special crews equipped with chain saws may be required to cut up downed trees. This activity is hazardous, and common sense safety considerations are necessary to reduce the chance of injury and possible loss of life.

2.05 When electric lines are involved, work crews must coordinate with local utility companies to have power lines de-energized for safety reasons.

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

2.07 North Carolina Department of Transportation (NCDOT) will have primary responsibility for vegetative and sand debris removal efforts of Federal and State Highways, and Federal Aid Secondary Routes; for Pamlico County this includes

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PART II – SCOPE OF WORK

NC Highways 55, 306 and 304. Through Memorandum of Agreement with NCDOT, Pamlico County can request release of these routes and assume responsibility for debris removal and apply for reimbursement. Therefore, upon directive from the County Manager, the CONTRACTOR must be prepared to clear debris from NC Highways 55, 306 and 304 within the limits of the COUNTY.

- 2.07 Through conversation and agreement with North Carolina Department of Transportation (NCDOT), NCDOT can release non Federal Aid Secondary Routes to Pamlico County to manage debris removal efforts. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT. However, CONTRACTOR is notified to be prepared to clear debris from Secondary Routes either solely or as a collaborative effort with NCDOT at the direction of the County Manager.

3.00 **UNIT PRICE SCHEDULE**

The contract will be for payment on time of use price basis for clearing critical route(s)/facilities by moving debris to the shoulders of the road. There is no attempt to physically remove or dispose of the debris, only to clear key access routes. Equipment rates will include qualified operator. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. Only hours of actual work will qualify for payment; no equipment maintenance time, no idle equipment time or idle personnel time will be evaluated or reimbursed. No minimum or maximum quantity of equipment or hours of operation is implied or inferred by this contract.

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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 – PHASE I – DEBRIS CLEARING CONTRACT*** dated March 14, 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 the project in accordance with the contract documents for the following unit price amounts.

Equipment with Operator(s)

<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
	Single Axle Dump Truck, 6-8 cy capacity, w/ Operator	
	Tandem Dump Truck, 12-18 cy capacity, w/ Operator	
	Tri-axle Dump Truck, 19-25 cy capacity, w/ Operator	

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<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
	Tractor Trailer Dump Truck, 26+ cy capacity, w/ Operator	
	Knuckleboom 10 ton lifting capacity, w/ Operator	
	Excavator, Hydraulic, 1-2 cy bucket, w/ Operator	
	Excavator, Hydraulic, 2-3 cy bucket, w/ Operator	
	Backhoe (wheeled, to include Skid Steers/Bobcats), with loader, 1cy bucket, w/ Operator	
	Backhoe, with loader, 1.5cy bucket, w/ Operator	
	Front-end loader (wheeled), 1.5 – 3 cy bucket, w/ Operator	
	Front-end loader (wheeled), 3+ cy bucket, w/ Operator	
	Dozer (tracked), 1-2 cy blade, w/ Operator	
	Dozer (tracked), 2-3 cy blade, w/ Operator	

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<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
<input type="text"/>	Chainsaw, not less than 16' bar, w/ Operator	<input type="text"/>
<input type="text"/>	Laborer, with hand tools (i.e. shovels, axes, rakes, traffic control flags, etc.)	<input type="text"/>

Signature

Title

State of Incorporation

(Corporate Seal)

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**PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 14, 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).

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

- 6.00 Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
- 7.00 Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

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

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PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF PAMLICO

AGREEMENT BETWEEN
PAMLICO COUNTY, NORTH CAROLINA
AND

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

1. Purpose

The COUNTY 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 – V, PAMLICO COUNTY – PHASE I – DEBRIS CLEARING CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will clear debris from roads, rights-of-way and designated Public Property within the unincorporated limits of the COUNTY, as directed under Section 2.00 of PART II – SCOPE OF WORK.

STATEMENT OF AGREEMENT

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

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

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PART V – EXECUTION OF AGREEMENT

- 2) **WORK.** The work is described in the PAMLICO COUNTY –DEBRIS CLEARING CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) **INCORPORATION OF BID DOCUMENTS.** The instructions to bidders captioned “PAMLICO COUNTY – PHASE I - DEBRIS CLEARING” consisting of twenty (20) pages dated March 14, 2018 and consisting of Part I – Instructions to Bidders, Part II – Scope of Work, Part III – Form of Proposal, Part IV - Statement of Assurances and Compliance, and Part V – Execution of Agreement are incorporated herein as if set out in full as terms of this Contract.
- 4) **COMPENSATION.** CONTRACTOR will be compensated at the unit price rates per equipment utilized as set out in Part III – Form of Proposal of the PAMLICO COUNTY, PHASE I - DEBRIS CLEARING CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) **AUTHORITY.** CONTRACTOR shall be entitled to act upon verbal instructions given by the County Manager, or his designate, and shall not be required to determine whether approval of the full County Board of Commissioners has been given for any requested work under this Contract.
- 6) **TERM.** This Contract shall be effective commencing July 1, 2018 and shall remain effective until June 30, 2020.
- 7) **INDEMNITY.** CONTRACTOR indemnifies and saves Pamlico County, its officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’S performance under this agreement.
- 8) **COMPLETE AGREEMENT.** This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.
- 9) **NON-ASSIGNMENT.** CONTRACTOR may not assign this Contract without the express written consent of PAMLICO COUNTY.
- 10) **INTERPRETATION.** This Agreement and rights and obligations of the parties hereto shall be governed by the laws of the State of North Carolina. Venue for any action, whether at law or in equity, shall be in Pamlico County, North Carolina.

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PART V – EXECUTION OF AGREEMENT

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.

PAMLICO COUNTY, NORTH CAROLINA

BY: _____
Chairman, Board of Commissioners

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

I, _____, a Notary Public of the State and County aforesaid, certify that **Courtney Norfleet** came before me this day and acknowledged that she is Clerk for PAMLICO COUNTY, and that by authority duly given and as the act of PAMLICO COUNTY, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, _____, 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)

PAMLICO COUNTY
PHASE I – DEBRIS CLEARING CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: _____

ATTEST:

BY:

President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

(SEAL)