

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION 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.

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS**  
**DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

**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.

**4.00 BIDDING PROCEDURE**

- 4.01 Sealed bids will be addressed to "C&D DEBRJS DISPOSAL CONTRACT", PO Box 776, 302 Main St., Bayboro, NC 28515. Deadline for submittal of bids will be 2:00 pm on Tuesday, October 23, 2018, at which time the bid opening and reading will take place in the Pamlico County Manager's Office located at 302 Main Street, Bayboro, NC. 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.**
- 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

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

**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

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

\$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 Construction and Demolition (C&D) debris delivered seven (7) days per week, from 6:30 a.m. to 6:30 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 C&D debris in staging pile unless written permission has been received from the Pamlico County Manager.
- 7.03 All debris must 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 October 15, 2018 and ending June 30, 2020.

**9.00 CONTRACTOR SUBMISSIONS AND PAYMENT**

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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, 302 Main St., Bayboro, NC 28515. Payment shall be made based on the tonnage 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 as determined by the County or its designee at the awarded unit price and satisfactory completion of requirement set forth 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 "Sub contractor'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 Temporary Construction and Demolition 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 Construction and Demolition 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

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS**  
**DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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 Limitation s.

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

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS**  
**DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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**

Construction and Demolition 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 C&D must be disposed of the CEP (Coastal Environmental Partnership) at Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, New Bern, NC. Contractor will provide approved monitoring tower(s) as necessary for use during activation of the facility for the monitoring contractor to view each load of Construction and Demolition Debris destined for disposal. 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.

**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, worker's compensation, or pension and retirement benefits.

**16.00 CONFLICT OF INTEREST**

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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 ensure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS**  
**DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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 ensure 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 ensure 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.

**PAMLICO COUNTY CONTSTRUCTION AND DEMOLITION DEBRIS**  
**DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

**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

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS**  
**DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

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 Construction and Demolition Debris 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

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

- 33.02.5 Insurance Company Name, Contact Name and telephone #
- 33.02.6 Construction and Demolition Debris 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 C&D 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 Construction and Demolition 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 Construction and Demolition 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<sup>1/2</sup> 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
- 35.00 **RECORDS RETENTION AND REVIEW**

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

35.01 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.

36.00 **E-VERIFY CERTIFICATION**

36.01 NCGS §143-1 33.3 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.

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART II – SCOPE OF WORK**

**1.0 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 Construction and Demolition Debris must reflect professional work and conduct.

**2.00 SCOPE OF WORK**

2.01 CONTRACTOR is required to manage, stage, and haul/dispose of construction and demolition 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.

Construction and Demolition 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 staging and management 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, compact, and stage, and all costs of haul/disposal of the Construction and Demolition (C&D) debris product related to the C&D referenced under this Request for Proposal. Final disposition of C&D must be disposed of the CEP (Coastal Environmental Partnership) at Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, New Bern, NC.

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 Construction and Demolition 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 Construction and Demolition 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

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**PART II – SCOPE OF WORK**

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, and dispose of Construction and Demolition

Debris.

Unit of Measurement: Ton

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL CONTRACT**

**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- CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL**  
Dated October 15, 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 \$ \_\_\_\_\_/ton

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

(Corporate Seal)

**PAMLICO COUNTY CONSTRUCTION AND DEMOLITION 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 October 15, 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 CONSTRUCTION AND DEMOLITION 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 CONTSTRUCTION AND DEMOLITION**  
**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 (“Effective Date”), 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").

**RECITALS**

WHEREAS, the County desires to engage Contractor to perform certain services, and Contractor desires to perform such services, all on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Duties of Contractor.** Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).

2. **Independent Contractor Relationship.** Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. **No Exclusive Duty.** The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the

Contractor shall not be required to perform work exclusively for the County and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2020, subject to the provisions of Paragraphs 5 and 6 (“Term”).

5. Termination for Cause. 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 County 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.

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 agreement whereupon all obligations of the County to the Contractor shall cease.

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.)

6. 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.

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

7. Compensation. The County will pay Contractor pursuant to the payment schedule attached to Exhibit B. In no event shall the amount payable under this Agreement exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “Cap”). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, Contractor may suspend performance of Contractor Services under this Agreement until the parties agree to amend this Agreement to increase the amount of the Cap.

8. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax,

federal, state and foreign income taxes, and any federal social security payment or similar taxes. Notwithstanding, the County may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the County shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

9. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Insurance. Contractor shall maintain as a condition precedent to this Agreement as a minimum such insurance coverage as follows:

Worker's Compensation	\$ 500,000/500,000/500,000
General Liability Insurance	\$1,000,000
Vehicle Insurance	\$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 \$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 excess coverage above the insurance policies required by this contract 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.

10. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.

11. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

12. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

A. Overtime requirements. Contractor or any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

D. Subcontracts. Contractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

14. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

16. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

17. Non-Discrimination. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations ether by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin

The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include these Non-Discrimination provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to County under this Agreement from minority and women owned businesses.

18. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

19. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

20. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to principles of conflict of laws. Venue of any dispute concerning this Agreement shall be exclusively in Pamlico County, North Carolina. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the County:

Timothy Buck  
County Manager  
P.O. Box 776  
Bayboro, NC 28515

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the County's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the County may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the County on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both County and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the County, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the County.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed

and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

- (l) The following access to records requirements apply to this Agreement:
  - (i) Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (iii) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (m) Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (n) This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (o) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- (p) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- (q) As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64

of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

- (r) Contractor certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.
- (s) The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each Contractor to monitor compliance with this restriction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

-CONTRACTOR-

-COUNTY-

\_\_\_\_\_

PAMLICO COUNTY

By: \_\_\_\_\_  
    , President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Commissioners

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

\_\_\_\_\_  
Finance Officer

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**RATE SCHEDULE**

**EXHIBIT C**

**REQUEST FOR PROPOSAL FOR DISASTER DEBRIS MONITORING SERVICES  
DATED \_\_\_\_\_ ISSUED BY PAMLICO COUNTY,  
NORTH CAROLINA AND CONTRACTOR'S RESPONSE**