

REQUEST FOR PROPOSAL



“City of Havelock Disaster Debris Clearance and Removal Services”

**Date of Issue: August 22, 2022
Proposal Due: September 29, 2022
Time: 1:00 pm**

**Issued for:
City of Havelock
1 Governmental Drive
Havelock, NC 28532
Phone: (252) 444-6403**

**Issued by:
City of Havelock Finance Director
1 Governmental Drive
Havelock, NC 28532
Phone: (252) 444-6403**

If you have received this bid/proposal from a source other than the City of Havelock Finance Department, it is the responsibility of the bidder to ensure that all addenda have been received prior to submitting a bid/proposal. Bidders can notify the finance department by email at bids@havelocknc.us to ensure that your company is added to the distribution list.

1.0 INTRODUCTION

The City of Havelock is soliciting proposals for disaster debris removal, reduction, disposal and other necessary emergency clean-up activities associated with a hurricane or other natural disaster. The City intends to enter into one (1) contract with a "Primary" contractor. The "Primary" contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities.

Responding firms ("Contractor") must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards and provide references for the communities where these operations took place. Contractors will need to be licensed to do business in North Carolina and not on the debarred NC State or FEMA list.

Company Name: _____

Company Address: _____

Contact Person: _____

Telephone Number: _____

NC Contractor's License Type and Number _____

Number of Addendums Acknowledged (circle one): N/A 1 2 3 4

IRAN DIVESTMENT ACT CERTIFICATION

REQUIRED BY N.C.G.S 147-86.55-69

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.55-69.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the forgoing statement.

Authorized Signature: _____

Print Name of Authorized Signature: _____

Title: _____

Address Bid to:

Lee Tillman, Director of Finance
City of Havelock
P.O. Drawer 368
1 Governmental Avenue
Havelock NC 28532

Please indicate the Bid name on the outside of the envelope.

Copies of the Request for Proposal (RFP) may be obtained on the City of Havelock website at www.havelocknc.us.

The City of Havelock reserves the right to reject any and/or all proposals and/or waive any informality or irregularity in the proposal and to purchase items from the state contract in the efforts to award the contract to the bidder it deems to be for the best interest of the City.

2.0 PREPARATION OF PROPOSAL

Proposals shall be submitted on the forms included with the bid documents. Proposals shall be signed by the person or persons legally authorized to bind the contractor to a contract. Proposals that are not signed will be rejected.

Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Failure to submit a proposal with all proposal requirements 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 the Proposal.

Negligence or error on the part of any Contractor in preparing its proposal confers no right of withdrawal or modification of their bid after time has been called. Sureties and principals are advised that the City cannot give consideration to any "plea of error" in preparation of the bid, except in accordance with N.C.G.S. 143-129.

A bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.

3.0 SUBMITTALS

In order to be considered, all proposals must be submitted in writing no later than **1:00 PM (EST) on September 29, 2022**. Time is of the essence; no proposal will be accepted after the official time and date. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the City of Havelock Finance Department on or before the specified time and date is solely and strictly the responsibility of the responding firm. ***The City will in no way be responsible for delays caused by any occurrence.*** Responses may be hand carried or mailed to:

City of Havelock Finance Department
Attn: Lee Tillman
P.O. Box 368
Havelock, NC 28532
Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday

Only **sealed** proposals will be accepted however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked "**City of Havelock Disaster Debris Clearance and Removal Services.**"

All proposals shall be submitted **in duplicate: one (1) original and one (1) digital copy which can be submitted by USB flash drive.**

4.0 QUESTIONS

All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than Friday, September 16, 2022 at 12:00 PM. Questions must be emailed bids@havelocknc.us Only written questions will be addressed.

If questions are received, the City will respond no later than 5:00 pm September 21, 2022.

5.0 EVALUATION

No part of this solicitation is to be considered part of a contract nor any provisions contained herein to be binding City of Havelock.

Award shall be made to the responsible firm(s) who provide(s) all required submittals and whose qualifications are determined to be the most advantageous to the City, taking into consideration the firm's qualifications, experience, financial strength, mobilization and operational plans, and the rate schedule. Estimated quantities (determined by the City) will be used in the evaluation of the unit rate price schedule. The City is not using a weighting system.

The City of Havelock anticipates award of the contracts no later than October 31, 2022.

6.0 CONTRACT TERM

The contract(s) will be for a five (5) year period with the option to extend the contract on an annual basis upon mutual agreement of both parties. All work set forth in the Scope of Work must be approved by personnel authorized by the City Manager. Note: there is no escalation clause during the five (5) year term.

7.0 **BONDS**

Bid Bond: Pursuant to 2 CFR 200.325 Bonding Requirements, an **original** bid bond payable to City of Havelock shall be submitted with the proposal response in the amount of five (5%) percent of the total proposed bid amount based on Schedule 1. The bid bond will be returned to the unsuccessful contractor(s) as soon as practicable after opening of proposals. The bid bond will be returned to the successful proposer after acceptance of insurance coverage and full execution of contract documents enters into a contract with the City based on their bid rates or a proposer is deemed unsuccessful in their proposal. Failure of the successful proposer to execute a contract and furnish evidence of appropriate insurance coverage, as provided herein, within 30 days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid bond to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

Performance & Payment Bond: Selected Contractor(s) will be required to furnish a performance and payment bond in an amount of 100% of the project cost within ten (10) days after the contract has been activated and a Notice to Proceed has been issued by the City. The project amount will be determined at the time of the event due to the severity of the storm. The performance and payment bond shall continue throughout the project purchase order execution period of performance and for one year after the full scope of work is completed. Bonds shall be submitted to the City of Havelock Finance Director.

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 activation of contract and issuance of a Notice to Proceed by the City. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by the City.

In addition, the successful proposer(s) will be required to submit a verification letter annually from the surety confirming that the contractor is able to provide a payment and performance bond.

8.0 **WITHDRAWAL OF BID**

Bidders may withdraw or withdraw and resubmit their proposal at any time prior to the proposal due date. **NO** bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (**90**) days.

9.0 **PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner.**

10.0 **COMPLIANCE WITH 2 CFR Part 200**

The Contractor agrees to recognize and comply with all applicable standard, orders, or regulations issued pursuant to Appendix II of 2 CFR 200. Standards, orders, or regulations that are not applicable to the scope of work will not be required by the Contractor.

11.0 **COMPLIANCE.**

Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved.

The Vendor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206

- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy or guidance

12.0 MINORITY BUSINESSES

Consistent with the provisions of 2 CFR 200.321 the City shall take affirmative steps to secure small businesses, minority, and women owned businesses. The City desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes, and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises;

Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises;

Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts;

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.

In addition, the City will also adhere to and require the Contractor to follow 2 CFR 200.321 requirements which are as follows:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Ensuring small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women's business enterprises;
- 5) Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate;
- 6) Requiring the prime contractor, if subcontracts are to be awarded, to take the five (5) previous affirmative steps.

The Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract. The Contractor agrees by executing this contract that he/she will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with. 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 the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

13.0 SAMPLE AGREEMENT

Attached is a *Sample* Service Agreement that describes the City’s contractual terms and conditions. Each successful firm will be required to enter into a service agreement. Any exceptions to the terms and conditions of the Service Agreement must be documented and submitted as requested in Section 12 below.

14.0 PROPOSAL REQUIREMENTS

Proposing firms should, at a minimum, provide the following information listed below. Each requirement shall be labeled and submitted in the order listed below:

- Section 1: Introduction: At a minimum the introduction shall include: firm name, address, telephone, fax number, contact person and e-mail address; year established and former firm names; names of principles of the firm; types of services for which the firm is qualified; and an understanding of the scope of work/services.
- Section 2: Bid Bond
- Section 3: Contractor technical experience: this section shall include debris volume estimates with backup documentation as to how the contractor determined its estimates.
- Section 4: Organizational chart
- Section 5: Training and professional experience (include all professional certifications)
- Section 6: List of all existing debris removal/hauling contracts
- Section 7: References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cu yds.) Vendors shall disclose any instance in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor’s noncompliance.
- Section 8: A list of sub-contractors the contractor plans to use and a subcontractor plan which includes a clear description of the percentage of work that will be subcontracted out.
- Section 9: Financial resources and bond rating – **Label this section as “CONFIDENTIAL”**
Vendors should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the City.
- Section 10: A) Detailed listing of contractor’s equipment and resources; and
a mobilization and operations plan
- Section 11: Construction drawings for OSHA compliant temporary inspection towers

Section 12: Completed Forms on forms provided

Schedule 1 – Unit Rate Price Schedule (on provided forms)

Schedule 2 – Hourly Equipment and Labor Price Schedule (on provided form)

Non-Collusion Affidavit (on provided form) **MUST BE NOTARIZED**

Proposer’s Bid Certification Form (on provided form) **MUST BE NOTARIZED**

Certification Regarding Debarment and Suspension (on provided form)

Section 13: Exceptions to the City’s Service Agreement

15.0 OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (“FEMA”) Publication 325, all applicable State and Federal Disaster Specific Guidance’s (“DSGs”) and policies, and as directed by the City Debris Manager. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved Debris Management Site “DMS” or landfill, 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor’s responsibility to load, transport, reduce, and properly dispose of any and all FEMA eligible debris which is the result of the event under which the Contractor was issued a Notice to Proceed. This includes, but is not limited to:

Vegetative Debris

15.1.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products

15.1.2 Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket; chain saw crews may be required to cut up large trees and stumps; cranes may be required for removal of large trees and stumps.

15.1.3 Broken tree limbs on trees which measure more than two inches in diameter at the point of break

15.1.4 Remains of standing trees which are obviously damaged beyond salvage

Construction and Demolition (C&D) Debris

15.1.5 Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels

15.1.6 Household debris, consisting of damaged furniture and appliances, flooring materials, and the like

15.1.7 Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials

15.1.8 Metal debris, including various thicknesses of corrugated metal and other thin sheet metal products

The City is currently under contract with Tetra Tech to provide professional consulting services in disaster management and recovery. Tetra Tech will assist the county in disaster debris monitoring in the event a contract is activated. In addition, Tetra Tech will oversee the project and ensure that the contractors are using the appropriate forms required by federal agencies.

16.0 DESCRIPTION OF DESIGNATED AREA

The designated area for debris removal is bounded by the city limits of the City and includes all public right-of-ways, easements, city parks, alleys, and city debris staging areas within the unincorporated areas of the City.

All debris identified by the City Debris Manager shall be removed. The Contractor shall make four complete passes through the City, removing all debris along each street Right-of-Way (“ROW”). Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the City Debris Manager. No FEMA ineligible debris shall be hauled from the designated area. Contractor shall deliver debris to disposal sites that have

been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris shall be mechanically loaded and reasonably compacted into the trucks and trailers. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the DMS, unless approved in advance by the City Debris Manager.

Loose leaves and small debris in excess of one (1) bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6") in any dimension shall be left on site. Hand crews and rakes will be required.

Contractor will provide an on-site Project Manager to the City and the City Debris Manager. The Project Manager shall provide a telephone number to the City with which he/she can be reached for the duration of the project. The Project Manager will be expected at daily meetings with the City Debris Manager and/or representative(s) for the City Debris Manager. Daily meeting topics will include, but not limited to volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. Contractor Project Manager must be available 24 hours a day, or as required by the City Debris Manager.

The City will provide the Contractor with TDSR sites. The Contractor will be responsible for returning the DMS to its original condition.

At present, no definitive TDSR sites have been identified within City.

City of Havelock welcomes input from debris hauler(s) regarding other locations for potential DMS and final disposal sites.

City of Havelock does not warrant or guarantee the availability or use of any dump sites. **Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City Debris Manager. The City will maintain ownership of all reduced and unreduced assigned to the Contractor for removal until the debris reaches the final disposal site. The Contractor will, at no time, take ownership of the debris unless approved in writing by the City Debris Manager.**

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City of Havelock approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Contractor. Disposal costs for tipping fees must be submitted to the City for review and approval prior to the Contractor disposing of debris at such final disposal sites or landfills. The types of debris that may incur disposal costs must also be submitted to the City for review and approval. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. Tipping fees must be **listed** as a separate item on all tickets/invoices. The contractor and hauler must charge the county's current rate for tipping fees; no markup (profit) is authorized for tipping fees.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, tribal, and local governments or agencies, or of any public utilities.

The City of Havelock reserves the right to inspect the DMS, verify quantities, and review operations at any time.

17.0 SCOPE OF WORK

17.1.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a notice to proceed from the City of Havelock to conduct emergency roadway clearance work. This may include roadways in municipalities within the City. Clearance of these roadways will be performed as identified by the City Debris Manager.

17.1.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the City ROW to a County approved DMS or other designated disposal facility.

Vegetative debris existing in the City ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, city parks, alleys, and city debris staging areas.

For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

Removal of vegetative debris existing in the City will be performed as identified by the City Debris Manager.

17.1.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition (“C&D”) debris existing in the City ROW to a City approved DMS or other designated disposal facility.

C&D debris existing in the City ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public rights-of-ways, easements, city parks, alleys, and city debris staging areas.

For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

Removal of C&D debris existing in the County ROW will be performed as identified by the City Debris Manager.

17.1.4 Removal and Transport of Leaning Trees, Hanging Limbs, and Uprooted Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6”) or larger in diameter; hanging limbs two inches (2”) or greater; and uprooted stumps existing in the City ROW. Further, debris generated from the removal of hazardous trees, hanging limbs two inches (2”) or greater, and uprooted stumps existing in the City ROW will be transported to a City approved DMS or other designated disposal facility.

Removal and transportation of hazardous trees, hanging limbs two inches (2”) or greater, and uprooted stumps existing in the City ROW and private property, as well as scattered vegetative debris on private property, will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees and uprooted stumps will be communicated to the Contractor, in writing, by the City Debris Manager.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (“ROE”) legal and operational procedures.

Hazardous stumps less than twenty-four inches (24”) in diameter will not be paid on a per unit removal rate. Hazardous stumps less than twenty-four inches (24”) in diameter will be compensated based on the FEMA Stump Conversion Table.

17.1.5 Demolition, Removal, and Transport of Non-Regulated Asbestos Containing Material (RACM) (C&D) Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the City. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the City or its authorized representative. The City will provide specific Right of Entry (ROE) legal

and operational procedures. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City approved DMS or other designated disposal facility.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

17.1.6 Demolition, Removal, and Transport of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the City. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Entry onto private property for the removal of eligible RACM debris will only be permitted when directed by the City or its authorized representative. The City will provide specific Right of Entry (ROE) legal and operational procedures. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all local, state, and federal regulations.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

17.1.7 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation, and staging of disaster related debris. DMS layout and ingress/egress plan must be approved by the City Debris Manager.

The management of DMS sites includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies.

Debris at the DMS will be clearly segregated and managed according to the separately priced collection operations outlined in Section 13.

Contractor is responsible for providing DMS traffic control.

Contractor is responsible for providing DMS dust control.

Contractor is responsible for providing 24-hour site security.

Contractor shall provide a tower from which the City or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.

Contractor is responsible for operating the DMS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.

Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition and obtain a written release from the City or its authorized representative.

17.1.8 Grinding (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the City Debris Manager. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

Contractor must obtain approval to reduce C&D debris from City Debris Manager. If approved for reduction by City Debris Manager, C&D debris must be reduced via grinding in order for the City to compensate the Contractor for reduction. Incineration or mauling of C&D is not an acceptable method of C&D reduction.

17.1.9 Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods are at the discretion of the City Debris Manager. Incineration must be approved by the City Debris Manager prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

17.1.10 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a City approved DMS to a final disposal facility.

All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

17.1.11 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (“HHW”).

The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

17.1.12 Abandoned Vessel Removal

Under this contract, work shall consist of the removal of abandoned vessels from City waterways. The removed vessels will be hauled to a City approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

17.1.13 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City. The removed vehicles will be hauled to a City approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

17.1.14 Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the City. The carcasses will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency.

17.1.15 Vehicle and/or Vessel Aggregation Sites

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the operation of a vehicle and/or vessel aggregation site.

These sites shall be fenced, lighted, and secured according to applicable state regulations. The Contractor must be prepared to operate the sites to receive vehicles or vessels up to twenty-four (24) hours a day and up to seven (7) days a week as required by the City. Vehicles or vessels will be stored in a manner to permit inspection by authorized agencies as required, or for reclamation by owners. Contractor shall also be prepared to provide 24-hour security if security is not otherwise provided for.

Vehicles and vessels will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be associated to the vehicle or vessel records in the Contractor’s site tracking database.

18.0 USE OF LOCAL RESOURCES

The Contractor shall give first priority to utilizing resources located within the disaster or emergency area.

19.0 WORKING HOURS

Monday through Saturday, the contract hours shall be 7:00 AM through 7:00 PM. The contract hours shall be 1:00 PM through 7:00 PM on Sunday. No work outside these hours shall be allowed unless approved in advance by the City.

20.0 DEBRIS SITE TOWER SPECIFICATIONS

The Contractor shall provide one tower at each dumpsite for the use of City representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10' from surrounding grade to finish floor level, have a minimum eight feet (8') by eight feet (8') of usable floor area, be covered by a roof with two feet (2') overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four feet (4'), on all four (4) sides.

The Contractor shall provide one portable toilet at each dumpsite for the use of City representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

21.0 EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport, and permit the truck to be filled to capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch (2") by six-inch (6") boards or greater and not to extend more than two feet (2') above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City representatives prior to its use by the Contractor.

Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber-tired equipment must be approved for use on the road by the City Debris Manager.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

22.0 SAFETY

Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. Contractor shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

Traffic Control: The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction, and/or disposal site(s). All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices used under the performance of this work shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices.

Contractor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work and the safety of the public.

Work Safety: The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational

Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training, and supervision as may be required by City of Havelock. The Contractor shall ensure that its subcontracts contain a similar safety provision.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

23.0 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Contractor is responsible for all damage, injury, or loss to any property.

The City is to be notified immediately of any damages which occur during debris removal activities conducted by the Contractor.

Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

Contractor failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

24.0 EXISTING UTILITIES

Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and/or television cables. In this case, it shall be the Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines. Contractor shall pay all such costs to the utility company for any adjustments for damages caused by Contractor.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Contractor shall make the necessary repairs or pay all costs incurred to repair all City-owned water and sewer facilities, as determined by the City.

25.0 ENVIRONMENTAL PROTECTION

All chemicals used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. Contractor shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

26.0 DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the City, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City, or its representative, prior to debris collection.

Contractor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment is legally fit for travel on the road.

The Contractor shall designate one project manager. The representative shall provide a telephone number to the City with which he or she can be reached throughout the duration of the project.

"Load tickets" will be provided by the City or its representative for recording volumes of debris removal.

Each ticket shall consist of one (1) original and four (4) carbon-copy duplicates.

Load tickets will be issued by an authorized representative of the City at the loading site. The City representative will keep one (1) copy of the ticket, and give four (4) copies to the vehicle operator. Upon arrival at the dumpsite,

the vehicle operator will give the four (4) copies to the City representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City representative present at the dumpsite. The City representative will validate, enter the estimated debris quantity, and sign the tickets. The City will keep the original copy and the three (3) remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

Recent technological advancements have allowed for electronic or automated documentation of debris removal. The use of an Automated Debris Management System (ADMS) is at the discretion of the City and its authorized representatives. The successful proposer should be prepared to manage a debris removal operation that is documented using both paper based and electronic systems.

The Contractor shall give written notice of the location for work scheduled, 24 hours in advance.

27.0 PAYMENT

The City, or its authorized agent, will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the City.

Invoices must be submitted to the City with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals.

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

Contractors must submit invoices regularly by the end of each month for services performed. Invoices cannot be turned in for more than a 30-day period. Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager.

28.0 CITY'S RIGHT TO CARRY OUT 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 City to commence and continue correction of such default or neglect with diligence and promptness, which shall be no greater than 24 hours, the City 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 to the Contractor the cost of correcting such deficiencies, including compensation for the City's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City within 10 days.

NON-COLLUSION AFFIDAVIT

State of North Carolina
City of Havelock

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed, respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Havelock or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signature

Title

Date: _____

Seal
if
Corporation

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 2022

Notary Public _____

My Commission Expires: _____

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Request for Proposal at the rates described on **SCHEDULE 1 – UNIT RATE PRICE SCHEDULE and SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.**

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee, or agent of the City of Havelock or any other proposer is interested in said proposal; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the City Board of Commissioners reserves the right to reject any or all proposals.

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Email: _____

Mailing Address

NOTARIZE
Subscribed and sworn to before me this _____
day of _____, 2022

City/State/Zip Code

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of Subcontractor(s) that has/have been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid 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 or otherwise criminally or civilly charged by a governmental entitle (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature (Seal if Corporation)

Title

Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 2022

NOTARY PUBLIC _____

My Commission Expires: _____

SERVICE AGREEMENT

THIS CONTRACT is made, and entered into this the 1st day of November 2022, by and between the **CITY OF HAVELOCK**, a political subdivision of the State of North Carolina, (hereinafter referred to as “CITY”), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Request for Proposal issued August 22, 2022 and “Attachment 1” (hereinafter collectively referred to as “Services”). **Work will commence only upon a City issued Notice to Proceed** in the event of a natural disaster. Attachment 1 and Request for Proposal issued August 22, 2022 and any Addendums issued are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services is from **November 1, 2022 to November 30, 2027** unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from CITY the amounts set forth in Schedule 2, “Hourly Equipment and Labor Price Schedule” for services rendered during the first seventy (70) hours. The first seventy (70) hours of service under this contract shall be for emergency road clearance only. The hourly equipment rate provided in Schedule 2 shall include the cost of labor for the operator.

The Contractor shall receive from CITY the amounts set forth in Schedule 1 “Unit Rate Price Schedule” for services rendered under this contract after the initial 70-hour period for the Scope of Services defined in “Attachment 1”. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date. The Unit Price provided in Schedule 1 shall include the cost of equipment and labor.

CITY agrees to pay CONTRACTOR at the rates specified in Schedule 1 and 2 for Services performed to the satisfaction of the CITY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to CITY by the end of each month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by CITY.

- 4. INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR’s performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate - Bodily Injury Liability, and
\$1,000,000 per occurrence/\$1,000,000 annual aggregate - Commercial General Liability
\$ 100,000 - Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate - Combined Single Limit Bodily Injury and Property
Damage

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Contract, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the City of Havelock and the State of North Carolina.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The City may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the City shall pay the Contractor for Services rendered prior to the effective date of termination.

- 10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
- 11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
- 12. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following address:
- CITY OF HAVELOCK
ATTN: Lee Tillman, Director
City of Havelock Finance Department
1 Governmental Drive
Havelock, NC 28532**
- 13. E-VERIFY.** 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 City.
- 14. IRAN DIVESTMENT ACT.** Contractor complies 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 each vendor's or contractor's responsibility to monitor its compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 15. RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.
- 16. AUDIT RIGHTS.** For all Services being provided hereunder, CITY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 17. CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 18. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 19. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 20. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 21. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

22. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

23. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via facsimile followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

24. SERVICES ACTIVATION PROCEDURES. Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the Vendor shall provide the City with a work plan for all activities to be conducted during the project. The initial work plan shall detail a 7- and 14-day projection of activities. The plan shall be updated every week throughout the project period. The City may prioritize areas where the Vendor shall perform specified activities. Upon activation, Vendor shall perform or participate in the City initial debris quantity estimating. Vendor shall use debris quantity estimates to create a work plan and establish a not-to-exceed contract price for performance of all debris removal activities required under the Notice to Proceed. A not-to-exceed contract price is required by 2 C.F.R. 200.318(j)(1). The not-to-exceed contract price shall be based on initial debris quantity estimates multiplied by the applicable pricing in Vendor’s Contract awarded by NCEM. The not-to-exceed contract price shall be provided to the City along with the work plan within 7 days of receipt of the Notice to Proceed.

25. AMENDMENTS. This contract shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

City Finance Director

CITY OF HAVELOCK

By: _____

Printed Name: _____

Title: _____

“ATTACHMENT 1” to follow

Schedule 1 – Unit Rate Price Sheet- Page 1 of 5
 RFP #008-16 Disaster Debris Clearance and Removal Services

DO NOT INCLUDE TIPPING FEES IN UNIT COST

Tipping fees should not be included in the unit price on the proposal form; however, the successful contractor will submit invoices indicating the unit cost and the tipping fee if any are required.

The estimated debris quantities below are based on a USAGE debris model for the City.

***For Services rendered after the initial 70 hour period
 The City may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.**

Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Vegetative Collect and Haul	0-15 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	12,000	CY		
	16-30 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance up between 16 and 30 miles</i>	10,000	CY		
	31-60 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 31 and 30 miles</i>	4,000	CY		
	60+ Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	2,000	CY		
	Single Price Veg from ROW to DMS <i>A single price vegetative collect and removal for any haul distance</i>	10,000	CY		

*Estimated quantities (determined by the City) are only to assist the city in evaluating price proposals.

Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	20,000	CY		
	Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	20,000	CY		

Schedule 1 – Unit Rate Price Sheet - Continued - Page 2 of 5

***For Services rendered after the initial 70 hour period
The City may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.**

Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
C & D Collect and Haul	0 – 15 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul up to 15 miles</i>	8,000	CY		
	16 – 30 Mile C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	5,000	CY		
	31 – 60 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	2,000	CY		
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance greater than 60 miles</i>	2,000	CY		
	Single Price C&D from ROW to DMS <i>A single price C&D collect and removal for any haul distance</i>	8,000	CY		

Final Disposal	0 – 15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 – 15 miles</i>	4,000	CY		
	16 - 30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 – 30 miles</i>	8,000	CY		
	31 - 60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31 –60 miles</i>	2,000	CY		
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	20,000	CY		
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	20,000	CY		

Schedule 1 – Unit Rate Price Sheet – Continued - Page 3 of 5

*For Services rendered after the initial 70 hour period The City may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Tree Operations	Hazardous Trees 6" – 12.99" <i>Hazardous tree removal for a 6 – 12.99" inch trunk diameter</i>	1	TREE		
	Hazardous Trees 13" – 24.99" <i>Hazardous tree removal for a 13 – 24.99 inch trunk diameter</i>	1	TREE		
	Hazardous Trees 25" – 36.99" <i>Hazardous tree removal for a 25 - 36.99 inch trunk diameter</i>	1	TREE		
	Hazardous Trees 37" – 48.99" <i>Hazardous tree removal for a 37 – 48.99 inch trunk diameter</i>	1	TREE		
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 49+ inch trunk diameter</i>	1	TREE		
	Trees with Hazardous Limbs 2" in diameter or greater <i>Hazardous hanging limb removal</i>	1	TREE		
	Hazardous Stumps >24" – 36.99" <i>Hazardous stump removal for a 24 – 36.99 inch stump diameter</i>	1	STUMP		
	Hazardous Stumps >37" – 48.99" <i>Hazardous stump removal for a 37 – 48.99 inch stump diameter</i>	1	STUMP		
	Hazardous Stumps >49"+ <i>Hazardous stump removal for a 49+ inch stump diameter</i>	1	STUMP		
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	100	CY		

Schedule 1 – Unit Rate Price Sheet – Continued - Page 4 of 5

*For Services rendered after the initial 70-hour period The City may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	1	CY		
	Sand Collection and Screening <i>Pick up, screen, and return debris laden sand/mud/dirt/rock</i>	1	CY		
	Vehicle Removal <i>Removal of eligible vehicle</i>	1	UNIT		
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	1	LF		
	Vessel Removal (Marine) <i>Removal of eligible vessel from waterway</i>	1	LF		
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	1	POUND		
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	1	UNIT		
	Freon Management <i>Freon management and recycling</i>	1	UNIT		
	Demolition of Private Structure (C&D)	125	CY		
	Demolition of Private Structure (RACM)	125	CY		
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	1	UNIT		
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	1	POUND		
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	1	POUND		
	Household Hazardous Waste (HHW) <i>HHW removal and disposal</i>	1	POUND		

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

**** For services rendered during the first seventy (70) hours. The first seventy (70) hours of service under this contract shall be for emergency road clearance only. The hourly equipment rate provided below **shall include the cost of labor for the operator.**

Equipment Type	Hourly Equipment Rate
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator and Lighting	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane (Adequate for hanging limbs/leaning trees)	
Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw	
Laborer w/Chain Saw	
Laborer w/small tools, traffic control, flag person	

ATTACHMENT 1: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

_____ Date

ATTACHMENT 2: CERTIFICATION OF CAPACITY/CAPABILITIES

Name of Vendor: _____

Please answer all questions fully. If additional space is needed please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____

2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so please list:

3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours:

4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____

5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____

6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

Signature _____ Date _____

Printed Name _____ Title _____

[This Certification must be signed by an individual authorized to speak for the Vendor]

STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		