

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

NOTICE

Upon receiving this proposal, email dspivey@villagebhi.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.

STATE OF NORTH CAROLINA

BRUNSWICK COUNTY

CONTRACT NO:

CONTRACT FOR SERVICES

THIS CONTRACT, made this the ____ day of _____, 20____, by and between the VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA, a Municipal Corporation located in Brunswick County (hereinafter called "VILLAGE"); and _____, a corporation organized under the laws of the State of _____, with its principal office in _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. **Purpose**

The VILLAGE hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

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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 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.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Phase II Debris Removal and Disposal is to include gathering, loading, hauling and disposal of Vegetative Debris from roads, rights-of-way and designated Public Property within the incorporated limits of the Village. In addition, Phase II Debris Removal and Disposal is to include gathering, loading, hauling C&D Debris (Construction and Demolition) from roads, rights-of-way and designated Public Property within the incorporated limits of the Village to the destination facility or alternate facility(ies) named in Part I, Section 10.00 of this document.
- 1.06 Household Hazardous Waste (HHW), used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders. Other products that contain corrosive, toxic, flammable or reactive ingredients, such as bleach and ammonia, are also considered HHW.

2.00 BIDDER REPRESENTATIVES

- 2.01 Each Bidder by making his Bid represents that:
- A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.

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- B. Bidder has visited the disposal sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
- C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
- D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.
- E. Bidder, and any subcontractor it employs, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law).

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.01 Bidders shall promptly notify Mr. JP McCann, Public Services Director, 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. JP McCann, Public Services Director, jpmccann@villagebhi.org at least seven (7) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.

4.00 BIDDING PROCEDURE

- 4.01 Sealed bids will be plainly marked “***VILLAGE OF BALD HEAD ISLAND PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT***”, addressed to the *Village Manager*, 106 Lighthouse Wynd, Bald Head Island, NC 28461 or by US Mail at PO Box 3009, Bald Head Island, NC 28461. Deadline for submittal of bids will be 1:00PM

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on Thursday, April 1, 2021, at which time the bid opening will be completed by Village Staff, tabulated and posted on the Village website. A recommendation will be submitted to the Village Council no later than the next scheduled meeting of the Village Council, 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 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 time has been called. Sureties and principals are advised that the Village cannot give consideration to any plea of "error" in preparation of the Bid.
- 4.08 For the 2021 Bid Opportunity there will be no public Pre-bid Conference in order to comply with Covid-19 recommended travel and gathering restrictions. Interested parties that have questions must submit them to Mr. JP McCann, Public Services Director, jpmccann@villagebhi.org on or before 1:00PM on Monday, March 22, 2021. Upon evaluating questions, they will be answered and posted on the Village Website on or before March 25, 2021.
- 5.00 **CONSIDERATION OF BIDS**
- 5.01 Rejection of Bids: The Village shall have the right to reject any or all Bids and/or waive any informality or irregularity in the bid.

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- 5.02 Acceptance of Bid (Award): It is the intent of the Village to award two (2) Contracts; a primary contract to be awarded to the lowest overall responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The Village 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 Village's best interest.
- 5.03 The primary Contractor will be the Village'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 Village when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.
- 5.04 If there are no bidders that are clearly lowest on both scopes of work in the Form of Proposal, lowest overall and 2nd lowest overall will be determined by estimated total cost for debris removal utilizing USACE Category 3 estimated event scenario... for the Village of Bald Head Island, this has been calculated as having C&D generation of 12,691cy, Sand generation of 12,691cy and Vegetative Debris generation of 38,074cy. For C&D volume to weight conversion, FEMA 325 recommended 2cy/ton will be utilized for final determination. However, this does not imply a minimum or maximum quantity for the award.
- 5.05 The Village of Bald Head Island will make all decisions on which part of the contract to activate.

6.00 INSURANCE REQUIREMENTS

- 6.01 Insurance Requirements: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and after such insurance, provided by insurers of financial standing acceptable to the VILLAGE, has been approved by the VILLAGE. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by any Sub-contractor to the CONTRACTOR.
- 6.01.1 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 \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by

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accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

- 6.01.2 The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The VILLAGE shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000 per occurrence, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Endorsements #CG 20 33 07 04 and CG 21 37 07 04 naming Village of Bald Head Island as an additional insured under this policy shall be included.
- 6.01.3 The CONTRACTOR shall take out and maintain OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE. The Village of Bald Head shall be included as the named insured under this policy. Unless otherwise specified this coverage shall be written providing limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.
- 6.01.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE/VEHICLE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles. Unless otherwise specified, this coverage shall be written providing limits at least in the amount of \$1,000,000, per occurrence, Combined Single Limits.
- 6.01.5 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

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underlying policies are to be included as additional insured under the Umbrella Liability Insurance Coverage.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the VILLAGE by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

7.00 TIME/COMPLETION SCHEDULE

7.01 This contract will be valid for the period beginning July 1, 2021 and ending June 30, 2023. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste. **CONTRACTOR will begin Phase II – C&D Debris Removal and Vegetative Debris Removal and Disposal within 5 days of written notice to proceed**, as set forth in Part I, Section 33.00, by fax and followed by regular mail from the Village Manager or his designee.

7.02 The CONTRACTOR is to work a minimum of 6 days per week, 10 hours per day as practicable until the project is deemed complete as determined by the Village Manager or his designee.

8.00 PAYMENTS

8.01 Payment will be made within fifteen (15) days after submission of weekly pay applications (invoices). **Payment will be based on unit price as determined by the Village or its designee at the awarded unit price and satisfactory completion of requirement set forth in 8.02 below. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Village Manager.**

8.02 Subcontractor payment verification. All subcontractors must register with the Village of Bald Head Island prior to beginning work for the Contractor. Each listed subcontractor will be required to confirm receipt of payment from Contractor through a “Subcontractor’s Final Affidavit, Waiver and Release” prior to the Village 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.

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9.00 SAFETY

9.01 CONTRACTOR shall provide a safe working environment and will be solely responsible for maintaining safety at all work sites. CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to any work site, to include traffic control.

10.00 LOCATIONS FOR DISPOSAL

10.01 Currently Brunswick County advises that the Brunswick County C&D Landfill / Transfer Station will accept C&D from disaster recovery efforts of municipalities of Brunswick County. The facility is located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 25 miles from the Bald Head Island Barge Landing, located at 1301 Ferry Rd., Southport, NC 28461. *Tipping fees will be the responsibility of the Village of Bald Head.*

10.02 Brunswick County's C&D Landfill / Transfer Station may reach maximum capacity following a large magnitude disaster, or limit the number of vehicles accepted. The CONTRACTOR may be required to deliver C&D Debris to one of two alternate disposal sites; alternate site one is Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 98 miles from the Bald Head Island Barge Landing, located 1301 Ferry Rd., Southport, NC 28461. *Tipping fees will be the responsibility of the Village of Bald Head.*

10.03 Vegetative Debris disposal location is the responsibility of the removal and disposal contractor. However, a location with a monitoring tower of suitable tower construction must be made available for the monitoring contractor to view each load of Vegetative Debris destined for disposal. A copy of volume or weight ticket for each load of reduced vegetative debris (chips) from the receiving facility must be presented to the VILLAGE or the VILLAGE's debris monitoring firm. The facility must be permitted and/or an approved final disposition location as determined by NC-DEQ, Division of Solid Waste.

10.04 Alternative location for reduced vegetative debris / chips is to establish windrows in accordance with NC-DEQ requirements on the permitted site at Timber Creek or Swan's Quarter.

11.00 LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES (TDSR)

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11.01 A property under lease agreement with the VILLAGE will be made available to the CONTRACTOR as a TDSR. The property is currently used for Vegetative Debris grinding and disposal of vegetative debris generated by the Village and Village property owners. This site is known as the Timber Creek Mulch Site and has approximately 5 acres of available space for storage and reduction operations (see Figure 1).

This site may be used by CONTRACTOR for temporary storage and reduction by grinding for Vegetative Debris. This site may also be used as a **transfer location only for C&D**. Containers delivering C&D Debris must be directly transferred to another container, by agreement and understanding with NC DEQ Solid Waste Section. C&D Debris may not be in contact with the ground at this location. A location with a tower of suitable tower construction must be made available for the monitoring contractor to view each load of Vegetative and C&D Debris destined for disposal.

The CONTRACTOR upon completion of debris reduction and disposal, and no later than 20 days following receipt of final load of disaster generated debris, CONTRACTOR will return the Timber Creek Mulch site to pre-contract conditions and confirmed acceptable in writing by the Village Manager or his designee prior to the release of funds for the final invoice.

Figure 1 – Timber Creek Mulch Site



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11.02 The Village of Bald Head Island through agreement with and Right of Entry with a private property owner, shall make available to the CONTRACTOR the Bald Head Association “Common Area / Swan’s Quarter Tract” on the corner of South Bald Head Wynd and Salt Meadow Trail, in front of the Bald Head Island Club (see Figure 2). This tract of property is 2.14 Acres with excess of 1.5 acres useable as a TDSR.

This site may be used by CONTRACTOR for temporary storage and reduction by grinding for Vegetative Debris. This site may also be used as a **transfer location only for C&D**. Containers delivering C&D Debris must be directly transferred to another container, by agreement and understanding with NC DEQ Solid Waste Section. C&D Debris may not be in contact with the ground at this location. A location with a tower of suitable tower construction must be made available for the monitoring contractor to view each load of Vegetative and C&D Debris destined for disposal.

The CONTRACTOR upon completion of debris reduction and disposal, and no later than 20 days following receipt of final load of disaster generated debris, CONTRACTOR will return the Swan’s Quarter site to pre-contract conditions and confirmed acceptable in writing by the Village Manager or his designee prior to the release of funds for the final invoice.

Figure 2



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11.03 The CONTRACTOR shall maintain access roads, ingress and egress, to include traffic control and overall site safety of any site utilized as a TDSR during the VILLAGE'S Phase II debris removal operations.

12.00 SPECIAL TRANSPORTATION NOTICE and CONSIDERATION

The Village of Bald Head Island is accessible by water only. There are no bridges servicing the Island. Access to the Island is by private passenger ferry, private contractor barge, and by private motor vessel.

12.01 Contractor will be responsible for all mobilization costs (personnel and equipment) associated with the barge and ferry. Contractor will be responsible for negotiation of all aspects of barge and ferry transportation to include costs and time schedules.

12.02 The Village of Bald Head Island street system is designed for electric golf cart use; typical asphalt roadway is approximately twelve (12) feet wide. Contractor is advised to consider this limited roadway when specifying equipment for utilization.

12.03 During the activation of this contract, the Village of Bald Head will waive the Internal Combustion Engine (ICE) use tax for vehicles and equipment utilized specifically for this project.

12.04 The canopy throughout the Village is maintained at approximately 11 feet from ground level. Vehicle height limitations will be 11 feet. Self-loaders are not recommended for this project, and if Contractor's so choose to use them 11 foot overall maximum height should not be exceeded. Self-dumping trailers and small dump trucks with separate loading equipment are most effective for performance.

13.00 PERFORMANCE REQUIREMENTS

13.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond each in the amount of One Million Dollars (\$1,000,000.00) or 100 percent of the contract price, throughout the contract execution period, when the Village Manager requests initiation of this Phase II – C&D Debris Removal and Vegetative Debris Removal and Disposal Contract, until such time as the scope of work contained in this contract is completed as determined by the Village Manager.

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

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State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

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

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

13.02 Village'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 Village to commence and continue correction of such default or neglect with diligence and promptness, the Village may without prejudice to other remedies the Village may correct such deficiencies. In the event the Village sends written notice of the same contract deficiency on two or more occasions, regardless if the contractor corrects such deficiencies, the Village may without prejudice to other remedies the Village may 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 Village'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 Village.

14.00 **TERMINATION BY THE VILLAGE FOR CAUSE:**

14.01.1 The Village may terminate the contract if the CONTRACTOR:

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

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orders of a public authority having jurisdiction; or

- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.01.2 When any of the above reasons exist, the Village may without prejudice to any other rights or remedies of the Village and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

- a. withhold payment;
- b. accept assignment of subcontracts; activate secondary contractor; and/or
- c. finish the work by whatever reasonable method the Village may deem expedient; and
- d. pay from the Payment Bond Posted, as required in Section 13.01 of Part I – Instructions To Bidders, any and all parties seeking retribution (for damages, subcontracts, etc.) with regards to this Debris Removal Contract from the CONTRACTOR.

14.01.3 When the Village terminates the contract for one of the reasons stated in Subparagraph 14.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.

14.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the Village's services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the Village. This obligation for payment shall survive termination of the contract.

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

14.01.6 Nothing contained herein shall prevent the VILLAGE from pursuing any

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other remedy, which it may have against CONTRACTOR including claims for damages.

15.00 ESTIMATED QUANTITIES

15.01 The VILLAGE makes no guarantee as to the quantities the CONTRACTOR will actually remove or dispose.

15.02 The VILLAGE provides solid waste services (household refuse and vegetative debris) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the VILLAGE.

16.00 PERSONNEL

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

17.00 CONFLICT OF INTEREST

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

18.00 NON-WAIVER OF RIGHTS

It is agreed that the VILLAGE '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.

19.00 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 VILLAGE. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate VILLAGE officials without prior written approval of the VILLAGE. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms

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directly concerned with the project involved with prior written agreement of the VILLAGE.

20.00 ENTIRE AGREEMENT

This agreement contains the complete understanding between 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 or limit the scope of intent of the agreement.

24.00 INTERPRETATION AND VENUE

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. The venue for any litigation arising hereunder shall be New Hanover 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 by Village Purchase Order No. _____ which is incorporated as if fully set out.

26.00 MINORITY BUSINESS ENTERPRISE (MBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

The VILLAGE desires that minority business enterprises and historically

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underutilized businesses 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 and historically underutilized businesses.
- 26.02 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 and historically underutilized businesses.
- 26.03 Identify and communicate to the minority business enterprises and historically underutilized business community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- 26.04 Provide technical assistance as needed.
- 26.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum 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) and Historically Underutilized Businesses (HUB), 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

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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 VILLAGE.

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, Woman Business Enterprises and Historically Underutilized Businesses (HUB), 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 and Historically Underutilized Businesses 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 VILLAGE '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.

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. 7401-7671et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251et seq.). The contractor agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn report each violation to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The CONTRACTOR agrees to include

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

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 Environment and Natural Resources, 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.

This is an acknowledgement that FEMA financial assistance will be requested to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

30.00 AMENDMENTS

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

31.00 NON-DISCRIMINATION - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

31.01 The CONTRACTOR will not 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. 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff 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 to be provided setting forth the provisions of this nondiscrimination clause

31.02 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will

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- receive consideration for employment without regard to race, color, religion, sex or national origin.
- 31.03 The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 31.04 The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 31.05 The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 31.06 In the event of the 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 the 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.
- 31.07 The CONTRACTOR will include the sentence immediately preceding paragraph 31.01) and the provisions of paragraphs (31.01) through (31.07) 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 I 1246 of September 24, 1 965, 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 the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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32.00 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- 32.01 The contractor agrees to provide TOWN, North Carolina North Carolina Department of Public Safety, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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.
- 32.02 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 32.03 The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."
- 32.04 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the VILLAGE for a period of three (3) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

33.00 WRITTEN NOTICE TO PROCEED

- 33.01 The VILLAGE 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 VILLAGE be liable for any services rendered unless the written notice to proceed has been sent and received by the CONTRACTOR. Upon VILLAGE request, CONTRACTOR must acknowledge receipt of the written notice to proceed by writing to Mr. Chris McCall, Village Manager, by fax # (910) 457-6206 or email cmccall@villagebhi.org, and followed by regular mail.

34.00 INDEMNIFICATION

- 34.01 The Contractor agrees to indemnify, hold harmless and defend the VILLAGE from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney's fees) arising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

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35.00 QUALIFICATIONS OF CONTRACTOR

35.01 CONTRACTOR will be required to provide proof of previous experience performing Debris Removal Services as the prime CONTRACTOR for a single contract equal to or greater than 100,000 cy of Debris.

35.02 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:

35.02.1 Most recent completed Annual Financial Report

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

35.02.3 Surety Company Name, Contact Name and telephone #

35.02.4 Listing of Sureties Secured past 5 years and amounts

35.02.5 Insurance Company Name, Contact Name and telephone #

35.02.6 Debris Removal Experience (one of which must be in excess of 100,000 cy as the Prime Contractor) the past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s

35.02.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s

35.02.8 List of Company Owned Equipment available to service the Village of Bald Head Debris Removal / Disposal Contact

35.02.9 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 the Village of Bald Head Debris Removal / Disposal Contact with Contact Name and telephone #'s

35.02.10 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to curbside debris removal operations.

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35.02.11 Method to be used in management and disposal of Vegetative Debris removed.

35.02.12 If CONTRACTOR intends to operate the Temporary Debris Management and Reduction Site (TDRS) that is made available for CONTRACTOR'S use as in section 11.01 of this section, or any TDSR site, 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.

36.00 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

Compliance with the Contract Work Hours and Safety Standards Act.

36.01 Overtime requirements. No contractor or 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.

36.02 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (36.01) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (36.01) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (36.01) of this section.

36.03 Withholding for unpaid wages and liquidated damages. FEMA 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 the contractor or subcontractor under any such contract or

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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 or such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (36.02) of this section.

36.04 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (36.01) through (36.04) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (36.01 through (36.04) of this section.

36.05 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 or transmission of intelligence.

37.00 E-VERIFY CERTIFICATION

37.01 NCGS 143-133.3 prohibits the Town from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

38.00 DHS SEAL, LOGO, AND FLAGS

38.01 Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

39.00 NO OBLIGATION BY FEDERAL GOVERNMENT

39.01 The TOWN and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written

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consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the TOWN, the CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

40.00 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

41.00 DRUG FREE WORKPLACE REQUIREMENTS

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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PART II – SCOPE OF WORK

1.00 GENERAL

1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary permits and licenses to complete the scope of work. The Village of Bald Head will obtain any Right of Entry required to complete the “Scope of Work”.

1.02 Performance: The quality of workmanship concerning the removal of C&D Debris and the removal and disposal of Vegetative Debris must reflect professional work and conduct. The quality of workmanship and performance by CONTRACTOR shall comply with the professional standard of care applicable to CONTRACTOR for similar communities in Brunswick and New Hanover Counties, North Carolina.

2.00 **SCOPE OF WORK**

Phase I of Debris Removal will be the immediate debris clearing from roads and major thoroughfares to reestablish Emergency Services and Vehicle Access. The Village of Bald Head’s own work forces and separate contracts will be issued to complete Phase I of Debris Removal. Following the determination that Phase I Debris Removal has been completed or determined unnecessary, the Village of Bald Head will enact Phase II of C&D Debris Removal and Vegetative Debris Removal and Disposal by written notice to proceed to the CONTRACTOR as set forth in Part I, Section 33.00, by fax and followed by regular mail from the Village Manager or his designee. This contract and associated scope of work in this request for proposal of services is exclusively for Phase II - C&D Debris removal and Vegetative Debris removal and disposal.

2.01 CONTRACTOR will **gather, load and haul** C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the Village to the **primary disposal facility**, Brunswick County C&D Landfill and Transfer facility, located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 25 miles from the Bald Head Island Barge Landing, located at 1301 Ferry Rd., Southport, NC 28461. ***Tipping fees will be the responsibility of the Village of Bald Head.***

2.02 In the event that the Brunswick County C&D Landfill and Transfer facility is not able to accept C&D (Construction and Demolition Debris), CONTRACTOR will **gather, load and haul** C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the Village to the **alternate disposal facility one**, Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C.

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This facility is approximately 98 miles from the Bald Head Island Barge Landing, located 1301 Ferry Rd., Southport, NC 28461. *Tipping fees will be the responsibility of the Village of Bald Head.*

- 2.03 CONTRACTOR will **gather, load, haul and dispose** of Vegetative Debris (including containerized or bagged vegetative debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the VILLAGE.
- 2.04 The CONTRACTOR **will not enter** or remove debris from **private property**.
- 2.05 The CONTRACTOR will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the CONTRACTOR will notify the debris monitor and skip said pile until a decision is made on its proper management. *White goods will be left for disposal by the Village's Solid Waste Department.*
- 2.06 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.
- 2.07 Contractor will provide 2 crews at minimum to complete the scope of services described in this section. The minimum work force, 2 crews, must be in full force within five (5) days of written notice to proceed, as set forth in Part I, Section 33.00. A (two) 2 crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the Village Manager or his designate.
- 2.08 A crew must gather, load, haul and dispose a minimum of 250 cy of debris per work day. All crews must utilize mechanical loading and self-dumping equipment and will reasonably compact all loads and abide by the Part I, Section 12 "Special Transportation Notice and Consideration".
- 2.09 All crews must utilize ground support personnel with appropriate traffic control devices per Manual of Uniform Traffic Control Devices (MUTCD), rakes, shovels, etc. are expected at each removal location and each site will be expected free of debris prior to moving to the next location.

3.00 **UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis and firm throughout the contract period. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

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Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Brunswick County C&D Landfill and Transfer facility, located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 25 miles from the Bald Head Island Barge Landing, located at 1301 Ferry Rd., Southport, NC 28461.

Unit of Measurement: Ton

Unit price No. 2 – Alternative Schedule

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 98 miles from the Bald Head Island Barge Landing, located 1301 Ferry Rd., Southport, NC 28461

Unit of Measurement: Ton

Unit price No. 3

Gather, load, haul and dispose of vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits.

Unit of Measurement: Cubic Yard

Unit price No. 4 – Alternative Schedule

Gather, load, haul, reduce by grinding vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits and establish windrows in accordance with NC-DEQ requirements on a permitted site with reduced vegetative debris / chips.

Unit of Measurement: Cubic Yard

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PART III – FORM OF PROPOSAL

TO: Mr. Chris McCall, Village Manager
PO Box 3009
106 Lighthouse Wynd
Bald Head Island, NC 28461

DATE: _____ FROM: _____
(Bidder/Contractor)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***VILLAGE OF BALD HEAD – PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated February 4, 2021 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

- 1) Unit Price No. 1 \$ _____ / ton
- 2) Unit Price No. 2 \$ _____ / ton
- 3) Unit Price No. 3 \$ _____ / cubic yard
- 4) Unit Price No. 3 \$ _____ / cubic yard

Company Name

Signature

State of Incorporation

Title

(Corporate Seal)

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The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated February 4, 2021, have been read and understood.

The bidder hereby provides assurance that the Firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) 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

Signature

Title

Date

Address of Firm

Telephone Number

State of Incorporation

(Corporate Seal)

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PART IV – STATEMENT OF ASSURANCES &
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STATE OF _____

COUNTY OF _____

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. 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;

Suspension and Debarment

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the 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).

(b) The 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

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tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by TOWN. If it is later determined that the 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 TOWN and North Carolina Department of Public Safety, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5. 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 4. of this certification; and

6. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

7. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). 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.

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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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

9. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 20__.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice
President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)
_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)
before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,
_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)
corporation, and that by authority duly given and as the act of the corporation, the
foregoing Affidavit was signed in its name by its _____,
(President, Vice President, Assist. Vice President)
sealed with its corporate seal, and attest by himself (or herself) as its

(Secretary, Assist. Sec., Cashier, Assist. Cashier)

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

Notary Public

My Commission Expires:

(SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the VILLAGE has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA

BY: _____
Chris McCall, Village Manager

ATTEST:

Daralyn Spivey, Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 20__.

Finance Officer

Name of Company: _____

ATTEST: _____ BY: _____

President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

(SEAL)

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VI – BONDS & SURETIES

PERFORMANCE BOND

VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA

PRINCIPAL: _____

SURETY: _____

BOND AMOUNT: _____

_____ DOLLARS (\$ _____)

BOND DATE: _____

CONTRACT NUMBER: _____

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA, hereinafter called the VILLAGE, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the VILLAGE, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the VILLAGE, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue.

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VI – BONDS & SURETIES

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

Secretary

By: _____

Title: _____

SURETY: _____

WITNESS:

By: _____

Title: _____

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VI – BONDS & SURETIES

PAYMENT BOND

VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA

PRINCIPAL: _____

SURETY: _____

BOND AMOUNT: _____
_____ DOLLARS (\$ _____)

BOND DATE: _____

CONTRACT NUMBER: _____

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA, hereinafter called the VILLAGE, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the VILLAGE, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VI – BONDS & SURETIES

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

Secretary

By: _____

Title: _____

SURETY: _____

WITNESS:

By: _____

Title: _____

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VI – BONDS & SURETIES

(TO BE EXECUTED ON BEHALF OF SURETY AGENT)

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20__, before me the subscriber, Notary Public of the State of _____, in and for the County of _____, duly commissioned and qualified came _____, to me personally known, and to me personally known to be the individual who executed the foregoing Payment Bond and Performance Bond: Pages 36, 37, 38, and 39, and he acknowledges the execution of the same, and being by me duly sworn deposes and says that he has Power-of-Attorney from _____, with their principal offices at _____, to execute the preceding instruments in the amount specified in the Payment Bond and Performance Bond on their behalf, that his signature was duly affixed and he subscribed to the said Payment Bond and Performance Bond by authority and direction of said corporation.

IN WITNESS, I have hereunto set my hand and affixed my official seal at the City of _____, the day and year first above written.

Notary Public

My Commission expires:

(SEAL)

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VII – ATTACHMENTS

POWER OF ATTORNEY

DOCUMENTS

(Attached hereto original or validated documents which give to individual who signed Contract Bond Power of Attorney for Surety)

VILLAGE OF BALD HEAD ISLAND
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART VII – ATTACHMENTS

INSURANCE CERTIFICATES

(Staple Insurance Certificates as required under Part I, Section 6.00 to this sheet)