

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

Upon receiving this proposal by internet or email, email Robin.Gollehon@moreheadcitync.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

CONTRACT NO:

CARTERET COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT, made this the ____ day of _____, 20____, by and between the TOWN OF MOREHEAD CITY, NORTH CAROLINA, a Municipal Corporation located in Carteret County (hereinafter called "TOWN"); 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 TOWN 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:

IMMEDIATE RESPONSE – DEBRIS CLEARING

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

1.00 DEFINITIONS

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work may consist of Drawings, Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 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.

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

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.01 Bidders shall promptly notify Mr. Daniel Williams, 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

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

make written request which shall reach the Public Services Director at least four (4) calendar days prior to the date for receipt of bids.

- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.

4.00 **BIDDING PROCEDURE**

- 4.01 Sealed bids will be addressed to Daniel Williams, Public Services Director and marked “IMMEDIATE RESPONSE - DEBRIS CLEARING CONTRACT” at 706 Arendell St., Morehead City, NC 28557. Deadline for submittal of bids will be 1:30PM on Thursday, April 5, 2018, at which time the bid opening and reading will take place in a conference room made available in the Town Hall. Interested parties are recommended to attend the Pre-bid Conference scheduled at 1:00PM on Thursday, March 22, 2018, also in a conference room of the Town Hall. The Town Council will make the selection during the next scheduled meeting, 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 shall be considered sufficient cause for rejection of Bid.

- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid not later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. **Faxed or E-mailed bids will not be accepted.**

- 4.07 No Bid may be modified, withdrawn, or canceled by the Bidder for a period of NINETY (90) calendar days following the time designed for receipt of bids, and

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

each Bidder agrees in submitting his Bid.

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.

5.00 CONSIDERATION OF BIDS

5.01 Rejection of Bids: The TOWN shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

5.02 Acceptance of Bid (Award): It is the intent of the TOWN 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 TOWN 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 his judgment is in the TOWN'S best interest.

5.03 The primary Contractor will be the TOWN'S first call for this response phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the TOWN when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

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 TOWN, has been approved by the TOWN. 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 \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S.

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

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 TOWN 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 the Town of Morehead City 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 Town of Morehead City 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 underlying policies are to be included as additional insured under the Umbrella

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

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 TOWN by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

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 TOWN 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 for any disaster deemed necessary for enactment of Phase I Debris Clearing by the Town Manager, for clearing Vegetative and C&D debris from TOWN property, roads and rights-of-way for the period beginning July 1, 2018 and ending June 30, 2020.
- 7.02 All dates in this schedule are predicated on a contract being awarded. **CONTRACTOR will begin work within 24 hours of written notice to proceed**, as set forth in Part I, Section 30.00, by fax and followed by regular mail from the Town Manager or his designee.
- 7.03 Completion will be at the discretion of the Public Services Director or his designee, and there will be no guarantee as to the minimum hours or number of pieces of equipment actually utilized. **However, CONTRACTOR will not exceed 70 working hours following initiation of the contract with out a written change order that specifically identifies the continuance of work to a new defined point of termination.**

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

8.00 **PAYMENT**

8.01 Payments will be made on the 10th of the month, for invoices received before the 25th of the month. **Payment will be based on actual hours worked at the awarded unit price, idle equipment and idle personnel time will not be evaluated nor paid. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Town Manager or his designee.**

8.02 Subcontractor payment verification. All subcontractors must register with the Town of Morehead City 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 Town 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.

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 insure safety for both workers and visitors any work site, to include traffic control.

10.00 **LOCATIONS FOR DISPOSAL**

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

11.00 **PERFORMANCE REQUIREMENTS**

11.01 Town of Morehead City’s right to carry out the work:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents and fails after receipt of written notice from the TOWN to commence and continue correction of such default or neglect with diligence and promptness, the TOWN may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the TOWN'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

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

CONTRACTOR shall pay the difference to the TOWN.

12.00 TERMINATION BY THE TOWN FOR CAUSE:

12.01.1 The TOWN 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 orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

12.01.2 When any of the above reasons exist, the TOWN may without prejudice to any other rights or remedies of the TOWN and after giving the CONTRACTOR written notice, terminate employment of the CONTRACTOR and may:

- a. accept assignment of subcontracts; and
- b. finish the work by whatever reasonable method the TOWN may deem expedient.

12.01.3 When the TOWN terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.

12.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the TOWN'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 TOWN. This obligation for payment shall survive termination of the contract.

12.01.5 **Termination for Convenience;** the Town or Contractor may terminate this contract at any time for any reason by giving at least thirty (30) days' notice

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

in writing to the other party. If the contract is terminated by the Town as provided herein, the contractor will be paid per the contract for work completed as of the date of termination.

13.00 PERSONNEL

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

14.00 CONFLICT OF INTEREST

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

15.00 NON-WAIVER OF RIGHTS

15.01 It is agreed that the TOWN'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.

16.00 FINDINGS CONFIDENTIAL

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

17.00 ENTIRE AGREEMENT

17.01 This agreement constitutes the entire understanding of the parties.

18.00 BINDING EFFECT

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

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

19.00 CONTINUING OBLIGATION

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

20.00 REFERENCE

20.01 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.

21.00 INTERPRETATION

21.01 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.

22.00 PREAUDIT

22.01 This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by TOWN Purchase Order Number, which will be created at time of need.

23.00 MINORITY BUSINESS ENTERPRISE (MBE)

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

23.01 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.

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

23.03 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

services for construction projects and subcontracts.

- 23.04 Provide technical assistance as needed.
- 23.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

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

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

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

24.00 IMMUNITY NOT WAIVED

- 24.01 This agreement is governmental in nature for the benefit of the public and is not

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the TOWN'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

25.00 SAVING CLAUSE

25.01 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.

26.00 OTHER LAWS AND REGULATIONS

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

CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all regulations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

27.00 AMENDMENTS

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

28.00 NON-DISCRIMINATION

28.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at TOWN'S option, in a termination or suspension of this agreement in whole or in part.

29.00 RECORDS RETENTION AND REVIEW

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

30.00 WRITTEN NOTICE TO PROCEED

30.01 The TOWN 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 TOWN 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 in writing to Mr. Daniel Williams, Public Services Director either by email Robin.Gollehon@moreheadcitync.org or by fax (252)-726-2267.

32.00 INDEMNIFICATION

32.01 The Contractor agrees to indemnify, hold harmless and defend the Town 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.

33.00 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

33.01 No subcontractor or lower-tier subcontractor subcontracting for any or part of the subcontract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed in such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART I – INSTRUCTIONS TO BIDDERS

the basic rate of pay for all hours worked in excess of 40 hours in any workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation

34.00 E-VERIFY CERTIFICATION

- 34.01 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.

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART II – SCOPE OF WORK

1.00 **GENERAL**

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

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

2.00 **SCOPE OF WORK**

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

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

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

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

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

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

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART II – SCOPE OF WORK

3.00 UNIT PRICE SCHEDULE

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

TOWN OF MOREHAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART III – FORM OF PROPOSAL

TO: Mr. Gerald A. Jones, Jr., Mayor
 Town of Morehead City
 706 Arendell Street
 Morehead City, NC 28557

DATE: _____ FROM: _____
 (Bidder/CONTRACTOR)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***TOWN OF MOREHEAD CITY – IMMEDIATE RESPONSE – DEBRIS CLEARING*** dated February 28, 2018 including the following addenda:

ADDENDUM # _____ DATED: _____

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

Equipment with Operator(s)

<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
	Single Axle Dump Truck, 6-10 cy capacity, w/ Operator	
	Tandem Dump Truck, 12-18 cy capacity, w/ Operator	
	Tri-axle Dump Truck, 19-25 cy capacity, w/ Operator	

TOWN OF MOREHAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART III – FORM OF PROPOSAL

<u>Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
	Tractor Trailer Dump Truck, 26+ cy capacity, w/ Operator	
	Knuckleboom (wheeled), 10 ton lifting capacity, w/ Operator	
	Excavator (wheeled), Hydraulic, 1-2 cy bucket, w/ Operator	
	Excavator (wheeled), Hydraulic, 2-3 cy bucket, w/ Operator	
	Backhoe (wheeled, to include Skid Steers/Bobcats), with loader, 1cy bucket, w/ Operator	
	Backhoe (wheeled), with loader, 1.5cy bucket, w/ Operator	
	Front-end loader (wheeled), 1.5 – 3 cy bucket, w/ Operator	
	Front-end loader (wheeled), 3 - 4 cy bucket, w/ Operator	
	Chainsaw, not less than 16” bar, w/ Operator	

TOWN OF MOREHAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART III – FORM OF PROPOSAL

<u># Units Available</u>	<u>Type Equipment/Description</u>	<u>Hourly Rate/Unit</u>
	Laborer, with hand tools (i.e. shovels, axes, rakes, traffic control flags, etc.)	

Company Name

Signature

Title

State of Incorporation

(Corporate Seal)

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated February 28, 2018, have been read and understood.

The bidder hereby provides assurance that the Firm represented and it's principals in this bid, as indicated below:

- 1.00 (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this 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;
- (c) Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1) (b) of this certification; and
- (d) 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
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, he or she shall attach an explanation to this application.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 3.00 Currently complies with all applicable State and Federal Laws:
- 4.00 Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted:
- 5.00 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

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

- 6.00 Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

- 7.00 Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Firm Representative

Signature

Title

Address of Firm

Telephone Number

Date

State of Incorporation

(Corporate Seal)

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the TOWN 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.

TOWN OF MOREHEAD CITY, NORTH CAROLINA

BY: _____
Gerald A. Jones, Jr., Mayor

ATTEST:

Cathy Campbell, Town Clerk

APPROVED AS TO FORM:

Nelson Taylor, Town Attorney

TOWN 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____.

Jewel Lasater, Finance Director

Purchase Orders will be created at time of need.

Name of Company: _____,

ATTEST:

BY: _____
President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

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)

TOWN OF MOREHEAD CITY
IMMEDIATE RESPONSE – DEBRIS CLEARING

PART VI – ATTACHMENTS

INSURANCE CERTIFICATES

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