**REQUEST FOR PROPOSAL**

**Proposal No. 008-16**

**Bid Title:**

**Disaster Debris Clearance and Removal Services**

**Date of Issue: July 8, 2016**

**Proposals Due: July 28, 2016**

**Time: 2:00 pm**

**Issued for:**

**Onslow County Emergency Services**

**1180 Commons Drive North**

**Jacksonville, NC 28540**

**Phone: (910) 347-4270**

**Issued By:**

**Office of the Onslow County Purchasing Director**

**234 NW Corridor Blvd.**

**Jacksonville, North Carolina 28540**

**Phone: (910) 455-1750**

***If you have received this bid/proposal from a source other than the Onslow County Purchasing Department, it is the responsibility of the bidder to ensure that all addenda has been received.  Bidders can notify Christina Summers by email at*** [***Christina\_Summers@onslowcountync.gov***](mailto:Christina_Summers@onslowcountync.gov) ***to ensure that your company is added to the distribution list.***

***However, it is still the responsibility of the bidder to ensure that all addenda is received prior to submitting a bid/proposal.***

**Onslow County, North Carolina**

**Request for Proposals**

**Disaster Debris Clearance and Removal Services**

1. **INTRODUCTION**

The County of Onslow is soliciting proposals for disaster debris removal, reduction, disposal and other necessary emergency clean-up activities associated with a hurricane or other natural disaster. The County intends to enter into two (2) contracts: one with a “Primary” contractor and the other with a “Secondary” contractor. The “Primary” contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities. The “Secondary” contractor will serve as a backup to the Primary for any disaster or emergency that may be of a scale larger than one firm would be capable and equipped to handle. Onslow County will reserve the right to decide, at the guidance and recommendation of the County Manager and/or the Emergency Services Director when and if the “secondary” contract will be activated. Some of the incorporated municipalities may participate in the terms and conditions of the established contract.

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

Copies of the Request for Proposal (RFP) may be obtained by applying to the Office of the Onslow County Purchasing Director, phone 910 455-1750 during regular business hours. The County of Onslow reserves the right to reject any and/or all proposals and/or waive any informality or irregularity in the proposal.

**2.0** **PREPARATON OF PROPOSAL**

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

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

Failure to submit a proposal with all proposal requirements or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and may be considered sufficient cause for rejection of the Proposal.

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

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

1. **SUBMITTALS**

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on July 28, 2016**. Time is of the essence; No proposal will be accepted after the official time and date. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the responding firm. ***The County will in no way be responsible for delays caused by any occurrence****.* Responses may be hand carried or mailed to:

Onslow County Purchasing Department

Attn: Laura E. Jones

234 NW Corridor Blvd.

Jacksonville, NC 28540

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)

Monday through Friday

Only **sealed** proposals will be accepted; however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked **“RFP # 008-16 Disaster Debris Removal Services.**”

All proposals shall be submitted **in duplicate: One original and one (1) digital copies which can be emailed or submitted by USB.**

**4.0 QUESTIONS**

**All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than July 19, 2016 at 12:00 PM.** Questions may be emailed to Laura Jones at: Laura\_Jones@onslowcountync.gov

Only written questions will be considered formal. **Any information given by telephone will be considered informal**. Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFP.

1. **EVALUATION**

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

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

The County of Onslow anticipates award of the contracts no later than August 15, 2016.

1. **CONTRACT TERM**

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

1. **BONDS**

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

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

The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon activation of contract and issuance of a Notice to Proceed by the County. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by the County.

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

1. **WITHDRAWAL OF BID**

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

1. **PROPRIETARY INFORMATION**

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

1. **Compliance with 2 CFR Part 200**

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

1. **MINORITY BUSINESSES**

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

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

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;

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

Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

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

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

The Contractor shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract. The Contractor agrees by executing this contract that he/she will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with. The Contractor shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the Contractor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

**11.0 SAMPLE AGREEMENT**

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

**12.0 PROPOSAL REQUIREMENTS**

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

Section 1: Introduction: At a minimum the introduction shall include: Firm name, address, telephone, fax

number, contact person and e-mail address; Year established and former firm names; Names of

principles of the firm; Types of services for which the firm is qualified; and an understanding of

the scope of work/services;

Section 2: Bid Bond

Section 3: Contractor technical experience. This section shall include debris volume estimates with backup documentation as to how the contractor determined its estimates.

Section 4: Organizational chart

Section 5: Training and professional experience (include all professional certifications)

Section 6: List of all existing debris removal/hauling contracts

Section 7: References from existing contracts and/or past clients (must include references from the

successful completion of three (3) debris removal projects in excess of 1,000,000 cu yds.

Section 8: A list of sub-contractors and a subcontractor plan which includes a clear description of the percentage of work that will be subcontract out and a list of subcontractors the contractor plans to use.

Section 9: Financial resources and bond rating – **Label this section as “CONFIDENTIAL**”

Section 10: A) Detailed listing of Contractor’s equipment and resources; and

B) A mobilization and operations plan

Section 11: Construction drawings for OSHA compliant temporary inspection towers

Section 12: Completed Forms on forms provided

* Schedule1 – Unit Rate Price Schedule (on provided forms)
* Schedule 2 – Hourly Equipment and Labor Price Schedule (on provided form)
* Non-Collusion Affidavit (on provided form) MUST BE NOTARIZED
* Proposer’s Bid Certification Form (on provided form) MUST BE NOTARIZED
* Certification Regarding Debarment and Suspension (on provided form)

Section 13: Exceptions to the County’s Service Agreement

**13.0 OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS**

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

**Vegetative Debris**

* Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
* Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket. Chain saw crews may be required to cut up large trees and stumps. Cranes may be required for removal of large trees and stumps.
* Broken tree limbs on trees which measure more than two inches in diameter at the point of break.
* Remains of standing trees which are obviously damaged beyond salvage.

**Construction and Demolition (C&D) Debris**

* Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
* Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
* Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
* Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

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

1. **DESCRIPTION OF DESIGNATED AREA**

The designated area for debris removal is bounded by the County limits of the County and includes all public right-of-ways, easements, County parks, alleys, and County debris staging areas within the unincorporated areas of the County. Roadways in municipalities within the County may assign debris removal responsibilities to the County. Debris removal performed on these municipal roadways will be performed as identified by the County Debris Manager.

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

Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.

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

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

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

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

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

At present, no definitive TDSR sites have been identified within County. *Possible* TDSR sites include:

Parker Rd. between Lee Roger Rd. and Doe Rd. (Swansboro)

Approximate acreage: 218  
GPS Coordinates: 34° 43’ 46.22”N  
 12’ 50.88”W

Belgrade Rd. between Collingwood Lane and Riggs Rd.   
Approximate acreage: 55 (2 lots)  
GPS Coordinates: 34° 49’ 55.48”N  
 77° 13’ 43.92”W

Folkstone Rd. between US 17 and Tar Landing Rd. (Holly Ridge)

Approximate acreage: 260  
GPS Coordinates: 34° 31’ 03.55”N  
 77° 29’ 36.20”W

Ellis Airport off of Fowler Manning Rd.  
Approximate acreage: 30   
GPS Coordinates: 34° 50’ 27.07”N  
 77° 35’ 46.98”W

At present, no definitive location(s) within County have been approved for final disposal of non-biodegradable and biodegradable debris. Possible location(s) include:

Onslow County Landfill  
 Approximate acreage: 887  
 GPS Coordinates: 34° 49’ 55.48”N  
 77°13’ 43.92”W

County welcomes input from Debris Hauler(s) regarding other locations for potential DMS and final disposal sites.

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

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

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

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

**15.0 SCOPE OF WORK**

1. Emergency Road Clearance

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

1. ROW Vegetative Debris Removal

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

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

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

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

1. ROW C&D Debris Removal

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

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

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

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

1. Removal and Transport of Leaning Trees, Hanging Limbs, and Uprooted Stumps

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

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

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

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

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

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the County. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the County or its authorized representative. The County will provide specific Right of Entry (ROE) legal and operational procedures. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved DMS or other designated disposal facility.

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

1. Demolition, Removal and Transport of RACM Structures

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

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

1. DMS Management and Operations

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

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

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

Contractor is responsible for providing DMS traffic control.

Contractor is responsible for providing DMS dust control.

Contractor is responsible for providing 24-hour site security.

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

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

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

1. Grinding (Reduction of Storm Generated Debris)

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

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

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

1. Incineration (Reduction of Storm Generated Debris)

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

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

1. Haul-Out of Reduced Debris to Final Disposal Site

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

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

1. Household Hazardous Waste Removal, Transport, and Disposal

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

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

1. Abandoned Vessel Removal

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

1. Abandoned Vehicle Removal

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

1. Animal Carcass Removal and Disposal

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

1. Vehicle and/or Vessel Aggregation Sites

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

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

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

**16.0 USE OF LOCAL RESOURCES**

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

**17.0 WORKING HOURS**

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

**18.0 DEBRIS SITE TOWER SPECIFICATIONS**

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

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

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

**19.0 EQUIPMENT**

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

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

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

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

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

**20. SAFETY**

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

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

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

Work Safety: The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by Onslow County. The Contractor shall ensure that its subcontracts contain a similar safety provision.

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

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

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

**21.0 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

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

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

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

**22.0 EXISTING UTILITIES**

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

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

The following is a list of utility owners believed to have facilities in the project area:

Onslow County Water & Sewer Authority (910) 455-0722

Jones-Onslow Electric Membership Corp., (910) 353-1940

Progress Energy (800) 452-2777

Carteret-Craven Electric Membership Corp., (252) 247-3107

Four County Electric Membership Corp., (910) 259-2171

This list is included for the Contractor’s reference and is not intended to be a comprehensive list of all utility owners.

**23.0 ENVIRONMENTAL PROTECTION**

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

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

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

**24.0 DOCUMENTATION AND MEASUREMENT**

Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.

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

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

“Load tickets” will be provided by the County or its representative for recording volumes of debris removal.

Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Load tickets will be issued by an authorized representative of the County at the loading site. The County representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the County representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County representative present at the dumpsite. The County representative will validate, enter the estimated debris quantity, and sign the tickets. The County will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor’s records.

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

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

**25.0 PAYMENT**

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

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

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

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

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

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

**26.0 COUNTY’S RIGHT TO CARRY OUT WORK**

If the Contractor defaults or neglects to carry out the work in accordance with the contract documents and fails after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, which, in any event, shall be no greater than 24 hours, the County may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the County’s additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the

**NON-COLLUSION AFFIDAVIT Proposal Request No. 008-16**

State of North Carolina

County of Onslow

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

1. He/She is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Onslow or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Signature

Seal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if

Title Corporation

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

**This form must be notarized**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20­­16

Notary Public \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**PROPOSER’S BID CERTIFICATION FORM**

To Whom It May Concern:

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

I hereby propose to perform the following prices as specified in this Request for Proposal No. 008-16 at the rates described on **SCHEDULE 1 – UNIT RATE PRICE SCHEDULE and**  **SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.**

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Authorized Signature Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed or Typed Name and Title

**NOTARIZE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subscribed and sworn to before me this \_\_\_\_\_\_

Mailing Address day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary Public\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip Code My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL, if Corporation)

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
2. have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal if Corporation )

Signature

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

Title

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

**NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2

NOTARY PUBLIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICE AGREEMENT**

**THIS CONTRACT** is made, and entered into this the 1st day of August 2016, by and between the **COUNTY of ONSLOW**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

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

**1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Request for Proposal # 008-16 issued July 8, 2016

and “Attachment 1” (hereinafter collectively referred to as “Services”). **Work will commence only upon a County issued Notice to Proceed** in the event of a natural disaster. Attachment 1 and Request for Proposal #008-16 issued July 8, 2016 and any Addendums issued are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

**2. TERM OF CONTRACT.** The Term of this Contract for Services is from **August 1, 2016 to July 31, 2021** unless sooner terminated as provided herein.

**3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY the amounts set forth in Schedule 2, “Hourly Equipment and Labor Price Schedule” for services rendered during the first seventy (70) hours. The first seventy (70) hours of service under this contract shall be for emergency road clearance only. The hourly equipment rate provided in Schedule 2 shall include the cost of labor for the operator.

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

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

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

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

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

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

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

$1,000,000 per occurrence /$2,000,000 aggregate --- Bodily Injury Liability, and

$1,000.000 – per occurrence/$1,000,000 annual aggregate - Commercial General Liability

$ 100,000 - Property Damage Liability, or

$1,000,000 per occurrence /$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

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

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

**6. HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.

**7. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**8. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.

**9. TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

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

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

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

**10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

**11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.

**12. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF ONSLOW \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTN: Norman Bryson, Director ATTN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Onslow County Emergency Services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1180 Commons Drive North**

**Jacksonville, NC 28546**

**13. E-VERIFY**.  As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.  Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well.  CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

**14**. **IRAN DIVESTMENT ACT**.Contractor complies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.  Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is each vendor’s or contractor’s responsibility to monitor its compliance with this restriction.  Contracts valued at less than $1,000.00 are exempt from this restriction.

**15. RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

**16. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**17. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

**18. EQUIPMENT.** CONTRACTORshall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

**19. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**20. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

**21**. **Existence**. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

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

**23. WRITTEN NOTICE TO PROCEED.** The COUNTY 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 COUNTY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

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

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

**Reviewed by Department Head** **CONTRACTOR**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Reviewed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ONSLOW County**

This instrument has been preaudited in the By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

manner required by the Local Government

and Fiscal Control Act Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Finance Director

“ATTACHMENT 1” to follow

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

RFP #008-16 Disaster Debris Clearance and Removal Services

**DO NOT INCLUDE TIPPING FEES IN UNIT COST**

***Tipping fees should not be included in the unit price on the proposal form; however, the successful contractor will submit invoices indicating the unit cost and the tipping fee. The successful contractor will be paid the unit cost and the actual tipping fee. Tipping fees will not be waived.***

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| --- | --- | --- | --- | --- | --- |
| **\*For Services rendered after the initial 70 hour period**  **The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.** | | | | | |
| **Category** | **Field Name and Description** | **Estimated Quantity (a)** | **Unit (b)** | **Unit Price (c)** | **Line Item Price (a) x (c)** |
| **Vegetative Collect and Haul** | 0-15 Miles Veg from ROW to DMS  *Vegetative collect and removal for a haul distance up to 15 miles* | 38,000 | CY |  |  |
| 16-30 Miles Veg from ROW to DMS  *Vegetative collect and removal for a haul distance up between 16 and 30 miles* | 76,000 | CY |  |  |
| 31-60 Miles Veg from ROW to DMS  *Vegetative collect and removal for a haul distance between 31 and 30 miles* | 38,000 | CY |  |  |
| 60+ Miles Veg from ROW to DMS  *Vegetative collect and removal for a haul distance greater than 60 miles* | 38,000 | CY |  |  |
| Single Price Veg from ROW to DMS  *A single price vegetative collect and removal for any haul distance* | 190,000 | CY |  |  |

**The estimated debris quantities below are based on a USACE debris model for the County.**

\*Estimated quantities (determined by the County) are only to assist the county in evaluating price proposals.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Management and Reduction** | Grinding  *Grinding/chipping vegetative debris* | 47,500 | CY |  |  |
| Air Curtain Burning  *Air Curtain Burning vegetative debris* | 47,500 | CY |  |  |
| Open Burning  *Open Burning vegetative debris* | 47,500 | CY |  |  |
| Debris Management Site Management  *Preparation, management, and segregating at debris management site* | 190,000 | CY |  |  |

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| **\*For Services rendered after the initial 70 hour period**  **The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.** | | | | | |
| **Category** | **Field Name and Description** | **Estimated Quantity (a)** | **Unit (b)** | **Unit Price (c)** | **Line Item Price (a) x (c)** |
| **C & D Collect and Haul** | 0 – 15 Miles C&D from ROW to DMS  *C&D collect and removal for a haul up to 15 miles* | 28,500 | CY |  |  |
| 16 – 30 Mile C&D from ROW to DMS  *C&D collect and removal for a haul distance between 16 and 30 miles* | 66,500 | CY |  |  |
| 31 – 60 Miles C&D from ROW to DMS  *C&D collect and removal for a haul distance between 31 and 60 miles* | 57,000 | CY |  |  |
| 60+ Miles C&D from ROW to DMS  *C&D collect and removal for a haul distance greater than 60 miles* | 38,000 | CY |  |  |
| Single Price C&D from ROW to DMS  *A single price C&D collect and removal for any haul distance* | 190,000 | CY |  |  |

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Final Disposal** | 0 – 15 Miles from DMS to Final Disposal  *Transport processed debris from*  DMS *to final disposal 0 – 15 miles* | 4,750 | CY |  |  |
| 16 - 30 Miles from DMS to Final Disposal  *Transport processed debris from*  DMS *to final disposal 16 – 30 miles* | 14,250 | CY |  |  |
| 31 - 60 Miles from DMS to Final Disposal  *Transport processed debris from*  DMS *to final disposal 31 –60 miles* | 16,625, | CY |  |  |
| 60+ Miles from DMS to Final Disposal  *Transport processed debris from* DMS *to final disposal 60+ miles* | 11,875 | CY |  |  |
| Single Price from DMS to Final Disposal  *A single price transport of processed debris from*  DMS *to final disposal* | 47,500 | CY |  |  |

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

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

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

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

**SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE**

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

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

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

**CURRENT ONSLOW COUNTY SOLID WASTE FEES**

**910-989-2107 or 910-455-1735**

**FAX 910-455-6339**

[**www.onslowcountync.gov**](http://www.onslowcountync.gov)

**LANDFILL (\*state disposal tax fee @ $2.00 per ton will be additional to the tonnage fees below\*)**

\*Municipal Solid Waste & Household trash $ 47.00 per ton

(Includes furniture)

\*Special handling (asbestos, etc.) $ 52.25 per ton (call in advance)

\*Sludge $ 47.00 per ton (call in advance)

\*Construction & Demolition $ 47.00 per ton

Inert Debris: $ 25.00 per ton

(brick, rocks, concrete, untreated/unpainted wood & uncontaminated dirt)

Vehicle Weigh-ins $ 5.00 each

Yard Waste/Vegetative Debris $ 25.00 per ton

**RECYCLING NO CHARGE**

**ELECTRONIC RECYLING- Questions call Lisa Ryder 910-330-3140**

Television & Computer Monitors $ 3.00 each

Microwaves $ 3.00 each

Wood Pallets $ 25.00 per ton

**CONTAINER SITES**

Sale of County 30 gallon bag $ 1.50 each

Any other 30 gallon bag $ 1.50 each

Household furniture $ 3.00 each

Recyclables No Charge

**Tires**

Out of State Tires $ .75 each

Tires on Rims $ .25 each

Tires that do not qualify for free disposal $ .75 each