

TOWN OF BELVILLE
PHASE II - DEBRIS REMOVAL CONTRACT

NOTICE

Upon receiving this proposal by internet or email, email townadministrator@townofbelville.com 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:

BRUNSWICK COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT, made this the ____ day of _____, 20____, by and between the TOWN OF BELVILLE, NORTH CAROLINA, a Municipal Corporation located in Brunswick 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 documents attached hereto and incorporated herein by reference including, but not limited to: Bidding Documents, Contract Documents, 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:

PHASE II- DEBRIS REMOVAL CONTRACT

TOWN OF BELVILLE
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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 consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Phase II – Debris Removal is to include gathering, loading, and hauling Vegetative Debris and C&D Debris (Construction and Demolition) from roads, rights-of-way, and designated Public Property within the incorporated limits of the TOWN to the destination facility or alternate facility(ies) named in Part I, Section 10.01 of this document.

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 visited the sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
 - C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
 - D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

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PART I – INSTRUCTIONS TO BIDDERS

3.00 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.01 Bidders shall promptly notify Ms. Athina Williams, Town Administrator, of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents.
- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach the Town Administrator 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 “DEBRIS REMOVAL CONTRACT” at 497 Olde Waterford Way, Suite 205, Belville, N.C. 28451. Deadline for submittal of bids will be 10:00AM on Friday, May 3, 2013 at which time a bid opening and public reading will take place in the Town Hall. Interested parties are recommended to attend the *Pre-bid Conference* scheduled at 10:00AM on Friday, April 19, 2013 in the Town Hall. The Towns Board of Commissioners will make the selection during the next scheduled meeting, or emergency meeting, following which the selected bidder will be notified.
- 4.02 All bids shall be submitted *in duplicate* 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

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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 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 one (1) Contract; to be awarded to the lowest overall responsible Bidder. Additionally, a secondary CONTRACTOR will be pre-qualified, having the next overall lowest responsible bid. Any CONTRACTOR awarded or pre-qualified is conditional to the Bid(s) being 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 their judgment is in the TOWN'S best interest.

6.00 **INSURANCE**

- 6.01 Careful attention is directed to insurance. The CONTRACTOR should carefully review his insurance in order to be completely and adequately covered with regard to special hazards, etc. **Certificates for Worker's Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package.** The CONTRACTOR shall maintain at minimum the following limits of liability.

| | |
|---|--------------|
| Workman's Compensation | \$ 500,000 |
| CONTRACTOR'S General Liability Ins. | \$ 1,000,000 |
| CONTRACTOR'S Vehicle Ins. | \$ 500,000 |
| (Combined Single Limit – Bodily Injury and Property Damage) | |

The CONTRACTOR'S Comprehensive General Liability Insurance shall include coverage for premises operations, independent contractors, completed operations, scope of work, products and contractual exposures as shall protect the

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CONTRACTOR from claims arising out of any bodily injury, including accidental death, as well as, claims for property, damages which may arise from operations under this contract, whether such operations be by the CONTRACTOR or by any subcontractor or any directly or indirectly employed by either of them. The TOWN must be named as an additional insured prior to initiation of the scope of work under the CONTRACTOR'S General Liability Insurance. Automobile Liability Insurance shall include coverage for all owned, hired and non-owned vehicles.

7.00 TIME/COMPLETION SCHEDULE

7.01 This contract will be valid for the period beginning July 1, 2013 and ending June 30, 2014. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste within 2 days of notice to proceed as set forth in Part I, Section 20.00, by fax and followed by regular mail from the Town Administrator or his designee. Completion of project will be at the discretion of the Town Administrator.

8.00 CERTIFICATES

8.01 Payment will be made within ten (10) days after submission of weekly pay applications (invoices). **Payment will be based on unit price as determined by the TOWN or it's designee at the awarded unit price and satisfactory completion of requirement set forth in 8.02 below. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Town Administrator.**

8.02 Subcontractor payment verification. All subcontractors must register with the TOWN 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 to any work site, to include traffic control.

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10.00 LOCATIONS FOR DISPOSAL

- 10.01 Currently Brunswick County advises that the Brunswick County C&D Landfill / Transfer Station will accept C&D and Vegetative Debris from disaster recovery efforts of municipalities of Brunswick County. The facility is located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Belville Town Hall. Tipping fees will be the responsibility of the TOWN.
- 10.02 Brunswick County's C&D Landfill / Transfer Station may reach maximum capacity following a large magnitude disaster, or limit the number of vehicles accepted. The CONTRACTOR may be required to deliver C&D Debris to one of two alternate disposal sites; alternate site one is Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 75 miles from the Belville Town Hall. Tipping fees will be the responsibility of the TOWN.
- 10.03 The CONTRACTOR may be required to deliver C&D Debris to one of two alternate disposal sites; alternate site two is the Marion County Landfill, in Marion County, SC, operated by Express Disposal, LLC, physically located at 927 E Highway 378, Brittons Neck, SC 29546. This facility is approximately 100 miles from the Belville Town Hall. Tipping fees will be the responsibility of the TOWN.

11.00 PERFORMANCE REQUIREMENTS

11.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond each in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) or 100 percent of the contract price, throughout the contract execution period, when the Town Administrator requests initiation of this Phase II - Debris Removal Contract, until such time as the "Scope of Work" contained in this contract are complete as determined by the Town Administrator and one year after.

11.02 The TOWN'S Right to Perform:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a two-day period after receipt of written notice from the TOWN to commence and continue correction of such

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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 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. 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 conditions exist, the TOWN may without prejudice to any other rights or remedies of the TOWN and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

- a. accept assignment of subcontracts; and/or
- b. finish the work by whatever reasonable method the TOWN may deem expedient; and/or
- c. pay from the Payment Bond Posted, as required in Section 11.01 of Part I – Instructions To Bidders, any and all parties seeking retribution (for damages, subcontracts, etc.) with regards to this Debris Removal Contract from the CONTRACTOR.

12.01.3 In the event the TOWN terminates this contract on the basis on any of the

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conditions set forth in Subparagraph 12.01.1 above, 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 This agreement may be terminated without cause by either party with thirty (30) days written notice.

13.00 ESTIMATED QUANTITIES

13.01 The TOWN makes no guarantee as to the quantities the CONTRACTOR will actually remove, nor the activation of this contract.

13.02 Brunswick County provides solid waste services (household refuse) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the TOWN.

13.03 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), NCDOT will have primary responsibility for vegetative debris removal on NC 133, US 17 and US 74. However, upon directive from the TOWN Board of Commissioners, the CONTRACTOR must be prepared to remove vegetative debris from NC 133, US 17 and US 74 within the incorporated limits of the TOWN.

13.04 Through conversation and understanding with NCDOT, the TOWN and/or its Debris Removal CONTRACTOR will have primary responsibility for the removal of construction and demolition debris (C&D) from NC 133, US 17 and US 74 within the incorporated limits of the TOWN.

14.00 PERSONNEL

14.01 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.

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15.00 CONFLICT OF INTEREST

15.01 No elected or appointed official or 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.

16.00 OTHER LAWS AND REGULATIONS

16.01 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 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.

17.00 NON-DISCRIMINATION

17.01 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 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.

18.00 INTERPRETATION

All of the terms and conditions contained herein, "and in the Documents" 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

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shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

19.00 RECORDS RETENTION AND REVIEW

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

20.00 WRITTEN NOTICE TO PROCEED

20.01 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. Upon TOWN request, CONTRACTOR must acknowledge receipt of the written notice to proceed by writing to Ms. Athina Williams, Town Administrator, by fax # (910) 917-2474 or email townadministrator@townofbelville.com, and followed by regular mail.

21.00 QUALIFICATIONS OF CONTRACTOR

21.01 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

21.01.1 Most recent completed Annual Financial Report

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

21.01.3 Surety Company Name, Contact Name and telephone #

21.01.4 Listing of Sureties Secured past 5 years and amounts

21.01.5 Insurance Company Name, Contact Name and telephone #

21.01.6 Debris Removal Experience past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s

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- 21.01.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- 21.01.8 List of Company Owned Equipment available to service the TOWN Debris Removal Contact
- 21.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations.
- 21.01.10 A subcontract plan including a clear description of the percentage of the work the CONTRACTOR may subcontract. A list of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the Town of Belville Debris Removal Contact with Contact Name and telephone #'s

22.00 PRIVILEGE LICENSE

- 22.01 CONTRACTOR is subject to TOWN Privilege License requirements. Privilege license information can be found on the Town of Belville website, <http://www.townofbelville.com/forms.htm>.

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PART II – SCOPE OF WORK

1.00 **GENERAL**

- A. The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary, permits and licenses to complete the scope of work.
- B. Performance: The quality, of workmanship concerning the removal of Vegetative and C&D Debris must reflect professional work and conduct and shall conform to the terms and conditions set forth in the Documents.

2.00 **SCOPE OF WORK**

Following Phase I, the immediate debris clearing from roads to reestablish Emergency Services and Vehicle Access, the **Town of Belville** will enact Phase II of Debris Removal following the determination that Phase I has been completed or determined unnecessary. *This contract and associated scope of work in this request for proposal of services is exclusively for Phase II - Debris Removal.*

- 2.01 CONTRACTOR will gather, load and haul vegetative (including containerized or bagged vegetative debris) and C&D (Construction and Demolition) debris from roads, rights-of-way, and designated Public Property within the incorporated limits of the TOWN to the Brunswick County C&D Landfill / Transfer Station located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Belville Town Hall. Tipping fees will be the responsibility of the Town of Belville.
- 2.02 In the event that the Brunswick County C&D Landfill and Transfer facility is not able to accept C&D (Construction and Demolition Debris), CONTRACTOR will **gather, load and haul** C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the TOWN to the **alternate disposal facility one**, Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 75 miles from the Belville Town Hall. Tipping fees will be the responsibility of the Town of Belville.
- 2.03 In the event that the Brunswick County C&D Landfill and Transfer facility is not able to accept C&D (Construction and Demolition Debris), CONTRACTOR will **gather, load and haul** C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the TOWN to the **alternate disposal facility two**, Marion County Landfill, in Marion County, SC, operated by Express Disposal LLC physically located at 927 East Highway 378, Britton's Neck, SC. This facility is approximately 100 miles from

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PART II – SCOPE OF WORK

the Belville Town Hall. Tipping fees will be the responsibility of the Town of Belville.

- 2.04 The CONTRACTOR will not enter or remove debris from private property.
- 2.05 The CONTRACTOR will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the CONTRACTOR will notify the debris monitor and skip said pile until a decision is made on its proper management. ***White goods will be left for disposal under a separate contract.***
- 2.06 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.
- 2.07 Per FEMA Regional Guidance # R4-RR-PA-07-07-05-03, Use of Hand Loaded Trailers and Trucks will be reduced by 50% of the observed capacity at the debris disposal site or staging location. This guidance is enforced because of the low compaction rate achieved by hand loading. However, ground support personnel with rakes, shovels, etc. are expected at each removal location and each site will be expected free of debris prior to moving to the next location.

3.00 **UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. Tipping fees will be the responsibility of the TOWN and are not to be included in this request for proposal.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Belville Town Hall.

Unit of Measurement: Cubic Yard

Unit price No. 2

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Belville Town Hall.

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PART II – SCOPE OF WORK

Unit of Measurement: Cubic Yard

Alternative Schedule:

Unit price No. 3

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 1: Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 75 miles from the Belville Town Hall. Tipping fees will be the responsibility of the Town of Belville.

Unit of Measurement: Cubic Yard

Unit price No. 4

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 2: Marion County C&D Landfill in Marion County, SC, physically located at 927 East Highway 378, Britton's Neck, SC. This facility is approximately 100 miles from the Belville Town Hall. Tipping fees will be the responsibility of the Town of Belville.

Unit of Measurement: Cubic Yard

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PART III – FORM OF PROPOSAL

TO: Ms. Athina Williams, Town Administrator
Town of Belville
497 Olde Waterford Way, Suite 205
Belville, NC 28451

DATE: _____ FROM: _____
(Bidder/CONTRACTOR)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***TOWN OF BELVILLE, PHASE II - DEBRIS REMOVAL CONTRACT*** dated March 25, 2013 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

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

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

Signature

Title

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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 March 25, 2013, 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: and

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PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

5.00 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 |
| | |
| Address of Firm | Title |
| | |
| Telephone Number | |
| | |
| Date | |

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PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF BRUNSWICK

AGREEMENT BETWEEN
THE TOWN OF BELVILLE, NORTH CAROLINA
AND

THIS AGREEMENT, made this the _____ day of _____, 2013, by and between the TOWN OF BELVILLE, NORTH CAROLINA (hereinafter called "TOWN"), a municipal Corporation located in Brunswick County, North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

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, PARTS I – IV, TOWN OF BELVILLE, PHASE II - DEBRIS REMOVAL CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will gather, load and haul vegetative and C&D (Construction and Demolition) debris from roads, rights of way and designated Public Property within the incorporated limits of the TOWN to the appropriate designated landfill/reduction site(s) as directed under Section 10.00 of PART I – INSTRUCTIONS TO BIDDERS.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) AVAILABILITY. CONTRACTOR agrees to make available for use within the Town of Belville the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of the Town of Belville.

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PART V – EXECUTION OF AGREEMENT

- 2) WORK. The work is described in the TOWN OF BELVILLE, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID AND CONTRACT DOCUMENTS. The instructions to bidders and contract documents captioned “TOWN OF BELVILLE, PHASE II - DEBRIS REMOVAL CONTRACT” consisting of twenty-two pages dated March 25, 2013 and consisting of Part I – Instructions to Bidders, Part II – Scope of work, Part III – Form of Proposal, Part IV - Statement of Assurances and Compliance and Part V – Execution of Agreement, are incorporated herein as if set out in full as terms of this Contract.
- 4) COMPENSATION. CONTRACTOR will be compensated at the unit price rates per cubic yard as set out in Part III – Form of Proposal of the TOWN OF BELVILLE, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. Contract initiation is set out as described in Section I, Instructions to Bidders, 20.01 Notice to Proceed. Following the contract activation, CONTRACTOR shall be entitled to act upon verbal instructions given by the Town Administrator or Mayor of the Town of Belville, and shall not be required to determine whether approval of the full Board of Commissioners has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective beginning July 1, 2013 and shall remain effective until June 30, 2014.
- 7) INDEMNITY. CONTRACTOR indemnifies and saves the Town of Belville, its elected and appointed officials, officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’s performance under this agreement.
- 8) INTEGRATED AGREEMENT. This agreement, including the Documents, constitute the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. This agreement may not be modified or assigned except by further written agreement by and between the parties.
- 9) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.
- 10) NON-ASSIGNMENT. CONTRACTOR may not assign this Contract without the express written consent of the Town of Belville.

TOWN OF BELVILLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

- 11) **SEVERABILITY.** Any provision or part of this Agreement or the Documents that is held by a court of competent jurisdiction to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWN and CONTRACTOR who further agree that the Documents shall be reformed to replace any such void or unenforceable provision with a valid and enforceable provision conforming with the intention of the stricken provision.
- 12) **WAIVER.** The waiver by either party of a breach or violation of any provision of this Agreement or the Documents shall not operate as or be construed to be a waiver of any other provisions therein.
- 13) **MEDIATION AND VENUE.** Prior to the commencement of any litigation, the parties agree to attempt to settle any dispute arising hereunder by mediation before a North Carolina certified mediator selected by agreement between the parties. Each party agrees to pay one-half (1/2) of the mediator's fee. Notice of the demand for mediation shall be in writing and sent to the other party within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when commencement of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The venue for any litigation arising hereunder shall be Brunswick County, North Carolina.

TOWN OF BELVILLE
PHASE II - DEBRIS REMOVAL CONTRACT

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 BELVILLE, NORTH CAROLINA

BY: _____
Mayor

ATTEST:

TOWN Clerk

APPROVED AS TO FORM:

TOWN Attorney

TOWN FINANCIAL 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____.

TOWN Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, a Notary Public of the State and County aforesaid, certify that Athina Williams personally came before me this day and acknowledged that she is Town Clerk for the Town of Belville, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Town of Belville, the foregoing instrument was signed in its name by its Mayor, _____, sealed with its corporate seal and attested by herself as its Clerk.

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

Notary Public

(SEAL)

My Commission Expires:

TOWN OF BELVILLE
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: _____

ATTEST:

Secretary, Assistant Secretary,
Trust Officer

BY:

President, Vice President, Assistant
Vice President

(CORPORATE SEAL)

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)