



Request for Proposals
Debris Management/Removal Services
For the Towns of Nags Head, Southern Shores
and Duck, NC

Date: May 18, 2016

Submittal deadline:
June 16, 2016, 2:00 PM, Local Time

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Debris Management/Removal Services

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MAY 18, 2016

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Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone (252) 441-5508
Fax (252) 441-0776
www.nagsheadnc.gov

**TOWN OF NAGS HEAD
c/o CLIFF OGBURN, TOWN MANAGER
NAGS HEAD, NORTH CAROLINA
DEBRIS MANAGEMENT/REMOVAL SERVICES FOR THE TOWNS OF NAGS HEAD, SOUTHERN
SHORES AND DUCK, NORTH CAROLINA**

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Proposals from qualified contracting firm(s) or team(s) for the provision of debris management/removal services for the **TOWNS OF NAGS HEAD, SOUTHERN SHORES** and **DUCK** will be received by the **TOWN OF NAGS HEAD** at the **OFFICE OF THE TOWN CLERK** located at **5401 S. CROATAN HWY., NAGS HEAD NORTH CAROLINA**, until **2:00 PM** local time on **JUNE 16, 2016**.

The Issuing Office for the Bidding Documents is: **TOWN OF NAGS HEAD DEPARTMENT OF PUBLIC WORKS, 2200 LARK AVE, NAGS HEAD, NC, 27959, (P) 252.441.1122. THE POINT OF CONTACT FOR THIS PROJECT IS DAVID RYAN, PE, PROJECT COORDINATOR FOR THE TOWN OF NAGS HEAD, email address DAVID.RYAN@NAGSHEADNC.GOV.** Prospective offerors may examine the Request for Proposal Documents at the Issuing Office on Mondays through Fridays between the hours of **8:30 am and 3:30 pm** and may obtain printed copies of the Bidding Documents from the Issuing Office as described above.

Prior to submitting Proposals, interested parties shall obtain a copy of the complete package entitled, "Request for Proposals – Debris Management/Removal Services for the Towns of Nags Head, Southern Shores and Duck, NC," dated May 18, 2016 from the issuing office. At that time, the requesting party shall furnish the Town with a Point of Contact, mailing address, e-mail address, and phone number.

Hard copies and electronic copies, as portable document format (PDF) files, of the Documents shall be made available, upon request from the Issuing Office.

Proposals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and returned unopened. The time of receipt will be determined by the time received in the Town Clerk's office. No faxed, electronic, or oral qualifications will be accepted.

Small, minority and women's businesses and labor surplus area firms are encouraged to submit bids.

Submittals are subject to the conditions specified in the Request for Proposal documents and any addenda that may be issued.

Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. After determination of the Successful Bidder based on the Criteria for Proposal Evaluations- Section IV Request for Proposals-Debris Management/Removal Services for the Towns of Nags Head, Southern

Shores and Duck, NC, dated May 18, 2016 and on the responsiveness, responsibility, and other factors, the award may be made to said Successful Bidder on its Bid for which Owner determines funds will be available at the time of award and in the mutual interest of the Town(s) of Nags Head/Duck/Southern Shores. Owner also reserves the right to waive informalities.

As modified this the 24th day of May, 2016.

+ + END OF ADVERTISEMENT FOR BIDS + +

SECTION I - GENERAL INFORMATION FOR OFFERORS

A. PURPOSE:

The Town of Nags Head, on behalf of the Town of Nags Head, Southern Shores, and Duck (each a "Town" or "the Town" and collectively the "Towns") is requesting proposals from fully qualified offerors to provide highly skilled technical services to provide disaster management, recovery and consulting services in the event of a natural disaster or man-made event. Each Town desires to have available the assistance of a responsible firm, licensed to do business in the State of North Carolina for the purpose of providing support services to the Town for the planning, management and quality control for the removal of debris pursuant to the Contract, a copy of which accompanies this document and is incorporated by reference. The initial one (1) year period for the agreement to be issued by each Town based on this RFP will be from July 1, 2016, through June 30, 2017 and may be renewed as further provided in this RFP.

Each Town is seeking to enter into a contractual agreement with a firm to provide the services contained within this Request for Proposals (RFP)(together with all attachments or incorporated documents, as context may require, the "RFP") (each such contractual agreement shall be referred to as a "Contract"). The Contract to be awarded by each Town under this RFP will only be activated upon a declaration of an emergency by the applicable Town's Board of Commissioners or other governing body and then only upon the issuance of a "Notice to Proceed" by the Town to the successful offeror. The Town shall not be obligated to purchase any specific quantity of services. The Town reserves the exclusive right to extend any Contract as result of this solicitation for four (4) additional one (1) year periods. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the Town intends to govern the relationship between it and the selected vendor.

It is the desire of the Town to obtain the services from the successful offeror that has a high level of expertise in FEMA and Federal requirements, procedures and debris removal experience. The successful offeror shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *FEMA eligible storm-generated debris* under each proposed Work Order issued. The successful offeror will also represent that its services shall be capable of assembling, directing and managing a work force, to include all necessary equipment that can complete the debris management operations. All offerors will provide representations and certifications as to its expertise and experience with FEMA and other federal reimbursement requirements with its proposal response; such expertise and experience is essential to any Contract.

All rights and ownership of the work completed and debris collected during the performance of a Contract shall become the sole property of the respective Town without future usage restrictions of any kind. Please note that specific references to "the Town" shall apply to The Town of Nags Head, the Town of Southern Shores and the Town of Duck.

B. ISSUING OFFICE: (for bids to provide applicable services to each of the three Towns):

Town of Nags Head
Town Clerk
Town of Nags Head Municipal Complex
5401 S. Croatan Highway
Nags Head, North Carolina 27959
Telephone (252) 449-2009
Fax (252) 441-4680

C. CONTACT FOR INFORMATION: (for bids to provide applicable services to each of the three Towns):

Public Works Project Coordinator
Town of Nags Head Department of Public Works
2200 Lark Ave.
Nags Head, North Carolina 27959
Telephone (252) 441-6221
FAX (252) 441-0776

Email: david.ryan@nagsheadnc.gov

D. DEADLINE:

Receipt of Proposals: 2:00 P.M., ~~June 5~~, June 16, 2016

Proposals will not be accepted or considered after 2:00 P.M. on the closing date. Proposals received after the submission deadline will be returned unopened.

E. QUESTIONS AND ADDENDA:

Offerors shall carefully examine this RFP and any addenda. Vendors should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. Questions should be addressed to the Project Representative for the Town of Nags Head. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to vendors of record. Discussions with other Town employees or officials during the solicitation and evaluation period are inappropriate. Therefore, offerors shall not contact any other Town employees or officials regarding this RFP during the period of solicitation and evaluation. Oral comments do not form a part of this RFP.

F. CHANGES IN THE REQUEST FOR PROPOSALS:

Any changes made in this RFP will be posted and distributed to vendors of record. Any and all addenda will be numbered in sequence, dated as of the date of issue, posted and distributed via fax, e-mail or U.S. Mail.

G. PROPOSAL PREPARATION GUIDANCE:

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of their offering.

H. PROPOSAL SUBMISSION:

All proposals must be received in an appropriately marked and sealed envelope or package in the Office of the Town Clerk, Nags Head Town Hall, 5401 S. Croatan Highway, Nags Head, North Carolina 27959 prior to June 16, 2016, 2:00 P.M. local time. Proposals in the form of telegrams, telephone calls, facsimiles or telex messages will not be accepted. Each proposal shall be signed by an official authorized to bind the vendor and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the date of opening of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the vendor. If the proposal is not withdrawn, it will remain in effect until an award is made by each Town or the solicitation is canceled.

The outside of the envelope shall additionally be identified as follows:

- Bid Enclosed: Debris Removal
- The envelope shall be marked on its face with the name of the person, firm or corporation submitting the proposal

Proposers shall submit one (1) original and (5) photocopied sets of the proposal in a sealed opaque envelope marked as noted above and may be submitted in person or by mail. Each proposal shall also provide the following information:

1. The name of every company bearing an interest in the proposed services;
2. The name, title, address, and telephone number of individuals with authority to contractually bind the offeror; and
3. A designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the Contract. This information shall include the person's name, title, address, and telephone number.

The signer of the proposal must declare that all persons, companies or parties interested in the Contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the vendor.

Any proposal submitted on forms other than the Proposed Form contained in this RFP may be disqualified. If it is questionable that the Postal Service can deliver your proposal on time, we suggest that it be hand delivered.

TELEPHONE PROPOSALS AND/OR FAXED PROPOSALS WILL NOT BE ACCEPTED. All proposals submitted must be typed or

written in ink signed by the Proposer's designated representative. ALL PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS INCLUDING PROPOSERS BEING PREPARED TO FURNISH AT A LATER DATE, WHEN APPLICABLE, THOSE ITEMS CHECKED "X" IN PARAGRAPH J "PROPOSAL REQUIREMENTS" OR FACE POSSIBLE DISQUALIFICATION.

I. PROPOSAL WITHDRAWAL:

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof by notifying the Town in writing. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals may also be withdrawn in accordance with N.C.G.S. 143-129.1

Bidders are required to verify compliance with the following requested items AND INCLUDE WITH THE BID PROPOSAL THOSE ITEMS AS REQUESTED OR BE PREPARED TO FURNISH AT A LATER DATE AS SPECIFIED. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.

J. PROPOSAL REQUIREMENTS:

1. _____ Certificate of Insurance upon notification of award.
2. X Brochures, catalogs, model numbers or pertinent literature where applicable.
3. X General Information Required from Vendors in accordance with Section III.
4. X References (Preferably from local governmental units).
5. X Completed & Executed Bid Certification Form (By authorized personnel)
6. X Current Insurance Documents

K. AWARD:

Each Town intends to enter into a contract as soon as practicable after receipt and acceptance of offeror's proposals. The award of a contract shall be at the sole discretion of each Town. Award will be made to the offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the evaluation factors set forth in Section IV, "Criteria for Proposal Evaluations." Each Town reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The Town further reserves the right to issue an award of a contract without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially on the most favorable terms which the offeror can propose with respect to both price and technical capability. The contents of the proposal of the selected vendor will become part of the agreement when the award is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls to vendors. Based on this initial evaluation, the Town may select Offerors whose services most closely meet the Town's needs to make an oral presentation. Any agreement proposed for the Town's execution shall be included with the proposal.

L. DISPOSITION OF PROPOSALS:

All materials submitted in response to this RFP will become the property of each of the Towns. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section I.M, "Disclosure."

M. DISCLOSURE:

In compliance with North Carolina General Statutes (NCGS) § 143-52, trade secrets or proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the North Carolina Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all inclusive statement that the entire proposal is proprietary is unacceptable and will be disregarded. A statement that costs are to be protected is unacceptable and will not be honored.

N. COST INCURRED IN RESPONDING:

This solicitation does not commit any of the Towns to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

O. ACCURACY OF PROPOSAL INFORMATION:

Any proposer, which submits in its proposal to each of the Town(s) any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Each Town reserves the right to contact the proposer to verify any information it deems necessary to provide for a fair and equitable evaluation of the proposal.

P. PRIME VENDOR RESPONSIBILITIES:

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP, contract and accompanying information. If the successful offeror's proposal includes services provided by others, the vendor will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The successful offeror will be considered the primary point of contact with regard to issues arising under the Contract, including payment of all charges and the meeting of all requirements of this RFP.

Q. LAWS AND REGULATIONS:

This procurement shall be governed by the North Carolina General Statutes and the Code of Ordinances for the applicable Town. Venue shall be in the applicable Town.

R. ANTI-COLLUSION STATEMENT:

Collusion or restraint of free competition, direct or indirect, is prohibited. By executing the Bid Form, attached herein, offerors are certifying that the Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract.

S. NONDISCRIMINATION:

The successful offeror agrees that it will not discriminate on any basis prohibited by applicable State or Federal law and shall take the necessary affirmative steps to ensure that applicants do not discriminate based upon these provisions. A statement to this effect will be incorporated into any Contract.

T. WORK SPACE AND SUPPLIES:

The Town does not anticipate providing any work space or equipment to the successful offeror. Vendors must also provide, at their own cost, any general supplies needed to perform the work related to this RFP.

U. TERM:

The proposed Contract term shall be for a one-year period. Each Town reserves the exclusive option to renew the contract for up to four (4) additional one (1) year periods at the same terms, conditions and rates.

V. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:

It is the policies of the Town(s) to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities and labor surplus firms to encourage their participation in each Town's procurement activities. Toward that end, each Town encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All offerors are requested to include documentation of its efforts in its response to this RFP to describe any planned use of such businesses in fulfilling work under a Contract.

W. INDEMNIFICATION AND INSURANCE REQUIREMENTS

INSURANCE AND INDEMNIFICATION REQUIREMENTS:

1. The Offeror who has been awarded a Contract (the "Contractor"), shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor's operations under the Scope of Work and any Contract entered into including, without limiting the generality of the foregoing coverage, any act or omission of the Contractor, its agents, servants, employees, or invitees in the execution of performance of said Contract.

2. The Offeror who has been awarded a Contract shall maintain the minimum insurance policy amounts in accordance with the Sample Contract (defined below).

X. INSTRUCTIONS TO BIDDERS:

A separate set of instructions to bidders is contained herein. As such, discrepancies in language and procedural guidelines may exist. The contractor shall notify the project representative of any discrepancies for determination of precedence.

Y. CONTRACT

Upon the Town's acceptance of an Offeror's bid, the Town and Offeror shall enter into a Contract evidencing their agreement, which contract shall be substantially in the form, and shall contain such terms and conditions, as shown in the accompanying "Annual Agreement for Debris Removal/Infrastructure Reconstruction Services" (the "Sample Contract"); provided, however, the provisions of the Sample Contract may be revised and/or amended to the extent reasonably necessary to conform to FEMA requirements. The towns of Duck and Southern Shores may use contract templates that differ from the form of the Sample Contract included as part of this RFP.

SECTION II - STATEMENT OF WORK

PROJECT DESCRIPTION AND REQUIREMENTS:

This document constitutes a Request for Proposals (RFP) for the Town of Nags Head, Town of Duck and Town of Southern Shores, North Carolina, for experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage from established debris sites) and to setup debris management sites within and outside of each Town immediately after a hurricane or other disaster events requiring such services.

This RFP shall include disaster-generated debris from each Town's public right-of-ways and NCDOT public right-of-ways, as applicable and permitted pursuant to the provisions of the executed NCDOT Local Agreement. It is the intent to utilize the North Carolina Department of Transportation (DOT) for debris removal from US-designated, NC-designated and Secondary road public rights-of-way. In a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Contractor may be directed to perform them in accordance with the executed NCDOT Local Agreement. However, this portion of the operation will be accomplished with the authorization of each Town.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful Offeror (contractor) must be capable of assembling, directing and managing a work force, to include all necessary equipment that can complete the debris management operations.

The contract will be for a one (1) year term, with an option to extend for up to four (4), additional one (1) year terms with the approval of each Town's Governing Board. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to each Town.

BACKGROUND:

- A. The Towns of Nags Head, Duck and Southern Shores are major tourist destinations in Dare County on the Outer Banks of North Carolina. The Towns are located in the northeastern portion of North Carolina, 3-½ hours east of Raleigh and approximately 2 hours south of Norfolk and Virginia Beach, Virginia. Dare County consists of 800 square miles of area with an annual average population of 35,000 year round residents. The Town of Duck, the northernmost Town, is bordered by Currituck County to the north, with Nags Head, the southernmost Town, bordered on the south by the Cape Hatteras National Seashore. All of the Townships are bordered by the Atlantic Ocean to the east and the Currituck, Albemarle and Roanoke Sounds to the west.
- B. The Town of Nags Head's Department of Public Works provided the main oversight through its Sanitation and Public Facilities Maintenance divisions, for clean-up and debris removal of the Town's rights-of-way and public properties in prior storm events. The Town of Southern Shores Department of Public Works oversees right-of-way and facilities maintenance with sanitation services to be provided by Bay Disposal and Recycling beginning July 1, 2016. The Town of Duck contracts solid and bulk waste removal services with Waste Management. In preparation for future manmade or natural disasters, the Town is seeking to obtain contract services for assistance in the planning, management, inspection and administration of the clean-up activities.
- C. Each Town currently differs in current agreements with debris removal services. The Town of Nags Head and Southern Shores have active agreements with DRC Emergency Services, LLC., of Mobile, AL. In addition, each of the Towns has entered into an Inter-local Agreement with Dare County to utilize their approved debris removal contractor. It is anticipated that this agreement with Dare County will be maintained and will have available to it one or more of these contractors, and would make a decision regarding which one to utilize based on the severity of the event, and the quantity of debris generated, as deemed appropriate.

- D. Each Town has developed a Disaster Debris Management Plan that describes the general needs and approaches for handling large volumes of debris after a major disaster. It provides general information on debris classifications, local hauling, and disposal capabilities and capacities, and considerations for temporary debris management sites. The plan will provide general guidance for the Contractor and can be provided upon request.
- E. The Contractor must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to each initial Town payment and between, as well as the capacity to provide the necessary bonds and insurance. The Contractor must also have an established management team, an established network of resources to provide to the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrate experience in major disaster recovery projects.
- F. The Contract to be awarded under this RFP will be a contract that will be activated only upon declaration of an emergency via a "Notice to Proceed". As such, no compensation will be accrued to the Contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster.
- G. Offerors are solely responsible for their own costs of developing the proposal associated with the RFP. In addition, a Contractor who receives a contract issued under this RFP for the work may be required to participate in certain Town directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the Town.

PLANNING STANDARD FOR DEBRIS REMOVAL AND DISPOSAL:

- A. Planning for debris management operation is a function of each Town. Each Town's Project Representative will direct the debris removal and disposal operations.
- B. Each Town may have available up to two (2) separate standby agreements, (1) pursuant to this RFP and (1) per the inter-local agreement with Dare County's debris removal contractor for the performance of this work. The standby agreements will be activated as needed. The number of Contracts that are activated will be based on the magnitude and complexity of each Town's post disaster needs.
- C. When a major disaster occurs or is imminent, each Town will contract the firm(s) holding debris removal and disposal contracts to advise them of each Town's intent to activate the contract(s). Debris removal will generally be limited to debris in, upon municipal properties, facilities, and other public sites. Public streets and roads right-of-ways, debris removal will be accomplished by this contract. Debris removal from private streets may be included with advance authorization by each Town and FEMA. NCDOT will provide the services for debris removal on NCDOT maintained public streets, roads, and right-of-ways, unless the CONTRACTOR is otherwise directed to do so.
- D. The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with each Town's plan. Disposal of debris will be at a Town approved temporary debris management sites or County landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.
- E. When a major disaster occurs or is imminent, each Town will initially send out an Alert to the selected CONTRACTOR (S). This Alert will serve to activate the lines of communication between the CONTRACTOR representative and the Town. Subsequently, each Town will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to each Town within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane.
- F. Each Town will identify the debris management site to be established and opened. Additional debris management sites will be identified as needed.
- G. The CONTRACTOR will operate the debris management sites and only CONTRACTOR vehicles and others specifically

authorized by each Town will be allowed to use the sites.

GENERAL REQUIREMENTS:

- A. Each Town will utilize the services of the successful offeror to provide support to the Town for the expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *FEMA eligible storm-generated debris* under each proposed Work Order issued. The Town will define the level of service and response to be provided for each debris generating event. The successful offeror will be requested to provide cost, volume, resource and staffing estimates to the Town for consideration in making that determination.
- B. Project initiation would start immediately after the debris generating event, upon the issuance of a Notice to Proceed pursuant to the terms of this RFP and the resulting Contract and received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services.
- C. Specific work authorizations by each Town will be through written Task Order. Task Orders will define the job to be accomplished, location of job, time frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The Town reserves the right to extend operations on a weekly basis. Each Town may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated areas established by the Town. Each Task Order will be uniquely and sequentially numbered and shall include name of disaster for accountability and record purposes.
- D. The CONTRACTOR is authorized to work during daylight hours only, 7 days per week in its collection operations. Any deviations from this schedule will require Town approval. Procession of debris, such as grinding and burning, at management sites and transfer of processed debris to ultimate disposal sites may be done at other times with prior Town approval which will not be unreasonably withheld but subject to any restrictions on these operations by government agencies. Burning operations will be twenty-four (24) hours a day if permitted by appropriate authorities.
- E. The CONTRACTOR must be duly licensed, if applicable, to perform the work in accordance with the State of North Carolina statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the contract within seventy-two (72) hours or sooner of issuance of the first Task Order.
- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Town.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The selected Offeror will be required to provide the services as described herein and upon such terms as are provided in the Sample Contract.

SECTION III - INFORMATION REQUIRED FROM VENDORS IN PROPOSALS

The following information is required of each offeror as part of its bid:

1. A transmittal letter referencing this solicitation.
2. Geographical location of the offeror's key offices, staff, subcontractors or partners and all other related resources for successful completion of the services listed in this RFP.
3. A short qualification statement of the offeror's firm, subcontractor and partner abilities to complete the tasks outlined in the contract and similar experiences. Staff qualifications should be limited to staff expected to be assigned to work on any future contract for the generation of subcontracts and teaming arrangements.
4. List all similar projects, scope and role to include dollar level and amount of debris removed during the last five (5) years performing large scale land/debris clearing or other work similar required by this project (Example: Hurricane Andrew). The PROPOSER must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes. Include the name of the firm or organization for which the work was performed. The name, telephone, address, email and cellular number of both the technical point of contact and the procurement point of contact, as applicable.
5. Description of PROPOSER'S overall experience performing large-scale disaster recovery operations as a prime contractor. The PROPOSER must identify disaster recovery projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes. Description needs to include any experience in dealing with FEMA, especially regarding debris removal in a declared disaster.
6. Description of PROPOSER'S most recent experience in mobilizing large workforces under routine and emergency conditions.
7. Provide a graphical representation and or narrative on how your firm intends to approach the total project.
8. The offeror's firm and subcontractors key staff qualifications and experience: Offeror shall provide description of its work experiences as related to the scope of work requested. Such description should include, but not be limited to, number and types of customers, number of years the Offeror has been providing these types of services, references and other documentation to verify offeror's experience.
9. Include fully loaded hourly rates for a proposed fixed hourly rate type contract for all staff members that will be actively engaged in the services requested. Please (a) review attached "Sample Contract" for a description of services to be provided and related contractual provisions; and (b) complete attached "Bid Form".
10. Capability and skill: the offeror shall provide a description of the qualifications and skills of the organization, personnel and subcontractors that shall be responsible for performance of the services.
11. The Offeror shall provide a description outlining the services to be performed. Such description should, at minimum, provide:
 1. the understanding of the project
 2. objectives of the project.
 3. scope of the project (e.g., parameters of services to be provided by the offerors.) and
 4. proposed approach to providing the services.

12. The Offeror, at a minimum, shall also provide the following information and required as part of the RFP response;
 - a. Name of firm or individual and the Federal Employer ID Number
 - b. Permanent main office address, telephone number and fax number
 - c. Date organized
 - d. If it is a Minority/Woman Business Enterprise, the nature of that classification.
 - e. Documented efforts to secure small/minority/women-owned businesses
 - f. If a corporation, where incorporated
 - g. How many years the firm has been engaged in business under the present name
 - h. General types of work performed by the firm
 - i. Contracts currently on hand for disaster debris removal, especially with governmental entities. In addition, any other types of contracts that could materially affect PROPOSER'S availability
 - j. The following questions and the firm's answers:
 - i. Have you ever failed to complete any work awarded to you? If so, explain.
 - ii. Have you ever defaulted on a contract? If so, explain.
 - iii. Will you, upon request provide a detailed financial statement or any other information required by the Town?
 - iv. Will you submit updated resumes for all key personnel who might be assigned to this project if you are selected for the work?
 - v. Will you, upon request, furnish documentation to support the information in your response to the RFP?
11. It is the policy of the Town(s) to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the Town's procurement activities. Toward that end, the Town(s) encourage these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. Additionally, and in accordance with 2 CFR §200.321, all Offerors shall document and submit good faith efforts and reasonable steps taken for participation of minority business, woman business enterprises and labor surplus area firms.
12. Any information required pursuant to the "Instructions to Bidders" , "Bid Form" and the "Sample Contract" , a copy of each of which accompanies this document and is incorporated by reference.

All offerors should address each of the above areas fully and should not necessarily limit responses only to the points stated.

SECTION IV - CRITERIA FOR PROPOSAL EVALUATIONS

An Evaluation Committee comprised of representatives from the Town will evaluate all proposals received. Selection of the vendor will be based on the following criteria:

1. Experience and capabilities of the Offeror and the experience of the proposed project team.
2. The Offeror's approach to the scope of services.
3. Demonstrated capability of the Offeror to perform all of the work elements, based on review of the quality of comparable work and references.
4. Ability of the Offeror to work as part of a team with Town departments and the ability of the Offeror to work within the administrative structure of the Town, and to respond in a timely manner to work requests and assigned tasks.
5. The ability of the Offeror to ensure timely mobilization of equipment and staff on a local and regional basis.
6. The offeror's commitments to other cities, counties and other governmental agencies and planned commitments in the northeastern North Carolina area and the Mid-Atlantic region will be a factor in the final selection of a vendor.
7. Fee structure and cost elements, including hourly rates for each classification of employee and equipment to be utilized on a Town project.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

INSTRUCTIONS TO BIDDERS

Prepared by



Issued and Published Jointly by



INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Agreement* – The term Agreement shall be synonymous with the term Contract.
 - B. *Bid(s)* – A formal proposal offered by an offeror or prospective vendor pursuant to the Bidding Documents.
 - C. *Bid Form(s)* – Documents in the Bid Document to be completed and returned by the Bidder as part of a Bid.
 - D. *Bidder* – a personal or entity providing a Bid.
 - E. *Bidding Documents* -- The Request for Proposal dated May____, 2016 and all related documents provided by the Issuing Office for use in placing bids pursuant to the said Request for Proposal.
 - F. *Contract* – Any contract that arises as a result of an Owner’s acceptance of a Bid.
 - G. *Contractor* – A bidder who has had its Bid accepted and has entered into a resulting Contract.
 - H. *Engineer* – David Ryan, PE.
 - I. *Issuing Office* – The office from which the Bidding Documents are to be issued.
 - J. *Owner* – The applicable Town (as such term is defined in the Bidding Documents).
 - K. *Work* -- The work to be performed pursuant to the Bidding Documents.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither an Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Each Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder’s authority to do business in the state where the Project is located.
 - B. Bidder’s state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”
 - D. [Other required information regarding qualifications and as set forth in the Bidding Documents.]

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Documents requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Owner does not anticipate providing any work space or equipment to the successful offeror. Vendors must also provide, at their own cost, any general supplies needed to perform the work related to this RFP.

4.02 *Existing Site Conditions-DELETED*

4.03 *Site Visit and Testing by Bidders-DELETED*

4.04 *Owner's Safety Program*

- A. Work may be governed by an Owner safety program.

4.05 *Other Work at the Site-DELETED*

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Town(s), conduct a thorough, alert visual examination of the Town(s) and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all applicable Laws and Regulations and ordinances that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the site especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Town(s); information and observations obtained from visits to the Town(s); and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof, if any, Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and the Bidder Documents, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE- DELETED

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY-DELETED

ARTICLE 9 – CONTRACT TIMES- DELETED

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the services and materials and equipment specified or described in the Bidding

Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Bid is accepted, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to another Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security, if any, of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the acceptance of a Bid will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance.
- 12.05 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.06 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.07 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.

- 12.08 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 12.09 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 12.10 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 12.11 All names shall be printed in ink below the signatures.
- 12.12 The Bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the Bid Form.
- 12.13 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.14 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 12.15 The Town of Nags Head community goals are to insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participations. Strive to obtain contract and subcontract awards to minority business enterprises by identifying and communicating to the minority business enterprises community for procurement of goods and services for construction projects and subcontracts.
- 12.16 The Bidder shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the scope of work required.
- 12.17 The Bidder shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in the scope of work and shall not discriminate on any basis prohibited by applicable Federal or State law.
- 12.18 A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownerships, shall exercise actual day-to-day management. Minority group members may consist of African Americans, Hispanic Americans, Asian Americans and Indian Americans. A woman business enterprise is a business with at least fifty-one (51%) owned and controlled by women who exercise actual day-to-day management.
- 12.19 The Bidder shall document and submit good faith efforts and reasonable steps taken for participation of minority business and woman business enterprises.

ARTICLE 13 – BASIS OF BID

13.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the

Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with ~~the Bid security, if any, and~~ the other documents required to be submitted under the terms of Article 6 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by ~~the Bid security and~~ other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED.**" A mailed Bid shall be addressed to **Town of Nags Head- Town Clerk- Town of Nags Head Municipal Complex- 5401 S. Croatan Highway, Nags Head, NC 27959**
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 14.04 The date(s) for Substantial and Final Completion for performance of the scope of work shall be set forth within the issuance of the Task Order OR supplemental written agreement.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, ~~and the Bid security will be returned.~~ Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and ~~return the Bid security, if any,~~ prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid based upon the Section IV- Criteria for Proposal Evaluations.

18.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent lowest responsive Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

19.01 Section 2.3.3 Insurance(s) through Section 2.3.7 Insurance Cancellation/Renewal sets forth Owner's requirements as to insurance. All Bidders shall provide a copy of the current insurance policy at the time of the Bid Submission. When the Successful Bidder receives the "Notice to Proceed" (forwarded by Owner), a copy of the current insurance documentation shall be accompanied with other requisite information and provided to the Owner prior to commencing with Work.

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner accepts a Bid offered by Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation

required to be delivered by the other Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

ARTICLE 21 – SALES AND USE TAXES

21.01 Owner is not-exempt from North Carolina state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid.

ARTICLE 22 – CONTRACTS TO BE ASSIGNED- DELETED

BID FORM

DEBRIS MANAGEMENT/REMOVAL SERVICES

ARTICLE 1 – BID RECIPIENT

1.10 This Bid is submitted to:

**TOWN OF NAGS HEAD/TOWN OF DUCK/ TOWN OF SOUTHERN SHORES
c/o CLIFF OGBURN, TOWN MANAGER
TOWN OF NAGS HEAD
5104 S. CROATAN HWY.
DARE COUNTY, NORTH CAROLINA**

1.11 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.10 Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders, without limitation and is formally acknowledged with the execution of the bid form . This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. At the end of the 120-day period, the Bid may be withdrawn at the written request of the Bidder. If the Bid is not withdrawn, it will remain in effect until an award is made or the solicitation for Bids is canceled.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.10 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Town(s), conducted a thorough, alert visual examination of the Towns and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all applicable Laws and Regulations and ordinances that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Town(s); information and observations obtained from visits to the Town(s); and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer, if any, is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.10 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. As of the date listed in Article 8, the entity listed is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. The undersigned hereby

certifies that he or she is authorized by the entity listed above to make the foregoing statement.

ARTICLE 5 – BASIS OF BID

- 5.10 A space for the bidder to indicate his separate Unit Price for any item(s) of work for which the precise quantity of same cannot be accurately determined in advance, and which the Owner desires to measure and pay for on a unit price basis. A work order shall be initiated, based on the estimated quantities of such work, and a work order issued, before any such work is begun.
- A. The equipment types noted below are based upon historical information and typical equipment utilized in prior debris generating storm events. The list may not be all-inclusive and each proposer shall include unit pricing for any additional equipment that may be required to conduct debris removal operations.
 - B. Equipment types and rates apply to first 70 hours of Emergency Debris Clearance Period Only.

Item No.	Equipment Types	# of Machines/People Available	Bid Unit Price (Per Hour)
1	OFF-ROAD DUMP TRUCK		
2	WHEEL LOADER BACKHOE		
3	TRACK HOE EXCAVATOR		
4	RUBBER TIRED HYDRAULIC EXCAVATOR		
5	WHEEL LOADER, TELESCOPIC HANDLER W/FORKS, BUCKET & DEBRIS GRAPPLE		
6	WHEEL LOADER, SKID STEER (SMALL) WITH BUCKET		
7	ROAD SWEEPER		
8	WHEEL LOADER WITH BUCKET (less than 7 cy)		
9	TRACK LOADER		
10	CAT D4 DOZER, or equivalent		
11	CAT D5 DOZER, or equivalent		
12	CAT D6 DOZER, or equivalent		
13	MOTOR GRADER		
14	KNUCKLEBOOM TRUCK WITH DEBRIS GRAPPLE		
15	HAND FED WOOD CHIPPER		
16	WOOD TUB GRINDER (575 HP or less)		
17	BUCKET TRUCK		
18	FUEL/SERVICE TRUCK		
19	TRAILER DUMP		
20	PORTABLE TRAILER MOUNTED FLOODLIGHTS (min. (4) lights)		
21	LOWBOY TRAILER WITH TRACTOR		
22	TRAILER-FLAT BED TRUCK		
23	ON-ROAD SINGLE AXLE DUMP TRUCK 5-9 CY, or equivalent		
24	ON-ROAD TANDEM AXLE DUMP TRUCK 10-15 CY, or equivalent		
25	ON-ROAD TRIPLE AXLE DUMP TRUCK 16-20 CY, or equivalent		
26	TANDEM AXLE DUMP TRUCK/TRACTOR TRAILER, or equivalent		
27	POWER SCREEN		
28	AIR CURTAIN INCINERATOR SELF CONTAINED		
29	TEMPORARY OFFICE TRAILER		

Item No.	Equipment Types	# of Machines/People Available	Bid Unit Price (Per Hour)
30	SKILLED SAW MAN		
31	CREW FOREMAN/SUPERVISOR WITH TRUCK AND COMMUNICATIONS		
32	OPERATIONS MANAGER WITH TRUCK AND COMMUNICATIONS		
33	CLIMBER WITH GEAR		
34	MOBILE GENERATOR, (125kW or greater)		
35	DE-WATERING PUMP, (1,000 gpm or greater)		
36	LABORER/FLAGMAN		
*All equipment descriptions shall be in accordance with FEMA "typed resource definitions"			
** All equipment rates shall include the cost of operator, fuel and maintenance, unless otherwise noted			
*** All labor rates shall include personal protective equipment such as hard hats, safety shoes, gloves, safety glasses/shield, hearing protection & traffic safety vests.			
Additional equipment and personnel are available to meet any and all requirements			

Comments:

5.11 If work must be conducted on the beach, or in areas of concentrated salt spray, please state the equipment to be used and the rate per hour to be charged for each type of machine:

5.12 Please state the maximum period of time required to initiate cleanup (mobilization) following a storm in the Towns of Nags Head, Southern Shores, or Duck.

5.13 Please state whether you will agree to stage any equipment prior to an anticipated storm (landfall). If so, please list each piece of equipment you will “pre-locate” and the rate per hour for this service.

5.14 Provide a cost for hauling storm generated Construction and Demolition (C&D) debris from any location within the indicated town to the Dare County C&D debris site at Stumpy Point (at the County Landfill). This would include crossing the truck scales at the new transfer station in Stumpy Point. List in the appropriate box of the table below for each town. (Nags Head- maximum one-way travel distance approx. 25 miles/ Southern Shores- maximum one-way travel distance approx. 36 miles/ Duck- maximum one-way travel distance approx. 42 miles). Tipping Fees, if charged, will be paid for by local government unit.

Town	Bid Unit Price (c.y.)	Bid Unit Price (per ton)
Town of Nags Head		
Town of Southern Shores		
Town of Duck		

5.15 Provide a cost for hauling storm generated Vegetative debris from any location within the indicated town to the Dare County debris site at Stumpy Point (at the County Landfill). This may include crossing the truck scales at the new transfer station in Stumpy Point. List in the appropriate box of the table below for each town. (Nags Head- maximum one-way travel distance approx. 25 miles/ Southern Shores- maximum one-way travel distance approx. 36 miles/ Duck- maximum one-way travel distance approx. 42 miles). Tipping Fees, if charged, will be paid for by local government unit.

Town	Bid Unit Price (per c.y.)	Bid Unit Price (per ton)
Town of Nags Head		
Town of Southern Shores		
Town of Duck		

5.16 Provide a cost for hauling “Processed” storm generated Vegetative debris from the Town Temporary Debris Storage Site, to the Dare County debris site at Stumpy Point (at the County Landfill). This may include crossing the truck scales at the new transfer station in Stumpy Point. List in the appropriate box of the table below for each town. (Nags Head- maximum one-way travel distance approx. 25 miles/ Southern Shores- maximum one-way travel distance approx.

36 miles/ Duck- maximum one-way travel distance approx. 42 miles). Tipping Fees, if charged, will be paid for by local government unit.

Town	Bid Unit Price (per c.y.)	Bid Unit Price (per ton)
Town of Nags Head		
Town of Southern Shores		
Town of Duck		

5.17 Provide a unit cost for the categories of debris removal items listed below;

Item No.	Description of Service	Unit	Cost/Unit	Estimated Quantity	Total
38	Reduction by Grinding	CY		6,910	
39	Air Curtain Burning	CY		3,455	
40	Open Burning	CY		3,455	
41	Beach Restoration	CY		100,000	
42	Canal Bank/Shoreline Restoration	LF		5000	
43	Waterway Debris Removal	CY		5,000	
44	Sand Collection & Screening	CY		10,000	
45	Vehicle Removal	EA		5	
46	Vessel Removal (land)	LF		200	
47	White Goods	EA		150	
48	Freon Management	EA		15	
49	Demolition	CY		10,000	
50	Electronic Waste	EA		150	
51	Soil/Mud/Sand Removal	CY		15,000	
52	Putrescent Waste Removal	LB		250	
53	Household Hazardous Waste	LB		250	
54	Biowaste Removal	LB		100	
55	Hazardous hanging limbs over 2"	tree		100	

56	Hazardous Tree Removal 6"-24"	tree		50	
57	Hazardous Tree Removal 24"-48"	tree		25	
58	Hazardous Stump Removal 24"-48"	tree		25	
59	Debris Inspection Tower	EA		2	
60	Debris Management Plan Preparation	EA		2	
61	Site Management/Debris Management	CY		15000	

5.18 Repairs to infrastructure:

Provide unit prices to repair the following Town infrastructure following a storm event and performed in conformance with the Town waterline standards and provisions described within the Code of Ordinances;

Item No.	Equipment Types & Rates	Per Unit	Cost / Unit	Estimated Quantity	Bid Unit Price
62	2 in. dia. C-900 PVC Pipe installed	L.F.		600	
63	6 in. dia. C-900 PVC Pipe installed	L.F.		1,000	
64	8 in. dia. C-900 PVC Pipe installed	L.F.		800	
65	12 in. dia. C-900 PVC Pipe installed	L.F.		400	
66	Hydrant Assembly- (1) Fire hydrant, (1) 6" valve, (10) l.f. of ductile iron pipe leg installed	EA.		10	
67	Street Repair- surface course SF9.5A asphalt Surface course min. 2" depth, in place	Ton		1,000	
68	Street Repair- base course aggregate base course Min. 6" depth, in place	Ton		3,000	

5.19 Estimated Quantities – For Bidding Purposes Only

Unit prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to

accomplish the project. The quantities and distributions are estimated for the purpose of making an award, locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 6,375 tons of debris consisting of approximately 4,606 tons of C & D debris and approximately 973 tons of vegetative debris. All Temporary Debris Management Sites are within ten miles of a pickup point. Material densities are assumed to be 333 pounds per cubic yard for vegetation, 500 pounds per cubic yard for mulch, and 700 pounds for mixed debris. Volume reduction assumed to be 40% for grinding and 90% for burning

- A. This information above is based upon the USACE Hurricane Debris Estimating Model for a Category One Hurricane.
- B. Category Two Hurricane Estimates: 3,900 ton vegetative/ 18,200 ton C & D
- C. Category Three Hurricane Estimates: 12,655 ton vegetative/ 59,055 ton C & D
- D. Category Four Hurricane Estimates: 24,350 ton vegetative/ 113,570 ton C & D
- E. Category Five Hurricane Estimates: 38,940 ton vegetative/181,725 ton C & D

5.20 Mobilization/De-Mobilization Costs

- A. Mobilization/De-Mobilization costs may vary depending on the size of the debris work that may be encountered. The estimated quantities noted above are based upon a Category One Debris generating storm event. Please provide Mobilization/De-Mobilization Costs in the table provided below;

Town	Category 2	Category 3	Category 4	Category 5
Town of Nags Head				
Town of Southern Shores				
Town of Duck				

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.10 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors, (as applicable);
- B. List of Proposed Suppliers, (as applicable);
- C. List of Project References;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- E. Contractor’s License No.: _____ [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 7 – DELETED

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

**ANNUAL AGREEMENT FOR
DEBRIS MANAGEMENT/REMOVAL SERVICES**

THIS CONTRACT (the "Contract" or "Agreement") is made this the ____ day of, _____ 20____, by and between _____ (herein referred to as "Contractor") and the **Town of Nags Head** a political subdivision of the State of North Carolina (herein referred to as "**Town of Nags Head**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **Town of Nags Head** plus recovery technical assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, the **Town of Nags Head** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **Town of Nags Head** by such storms or manmade disasters; and

WHEREAS, the life, public health and safety of all the citizens will be at serious risk; and

WHEREAS, immediate threats of significant damage to improved public or private property will need to be eliminated; and

WHEREAS, the immediate economical recovery of the **Town of Nags Head** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris management and removal contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris management and removal services; and

WHEREAS, the **Town of Nags Head** and the Contractor have agreed to the scope of services, prices, terms and conditions as set out in this Contract; and

NOW THEREFORE, in consideration of the promises contained herein and acknowledge by both parties, and for good and valuable consideration the sufficiency of which is acknowledged, the parties do agree as follows:

1.0 SERVICES

1.0.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment,

transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *FEMA eligible storm-generated debris (herein referred to as "debris", unless context requires otherwise)*, including hazardous and industrial waste materials and within the time specified within this Contract. Emergency clearance, debris removal, disposal, and demolition of structures will be limited to:

1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site, all as may be and to the extent directed by the **Town of Nags Head**. Contracted services will only be performed when requested and as designated by the **Town of Nags Head**.

This Contract is executed pursuant to that certain request for proposals dated _____, 20___ and related documents incorporated therein (collectively, the "Request for Proposal") pursuant to which the Contractor submitted a bid to provide the services as set forth in this Agreement. The provisions of the Request for Proposal are hereby incorporated in this Contract by reference.

1.1.0 Emergency Protective Measures Emergency Road Clearance:

The Contractor may be requested to accomplish the cutting, tossing and/or clearance of debris from the primary transportation routes to allow emergency vehicles to traverse the roadways. The **Town of Nags Head** will determine route priorities for this clearance. Services under this Contract, if compensated and performed on a the time and materials basis: (1) shall not exceed the first 70 hours of actual work following a disaster event; (2) shall occur only after the **Town of Nags Head** makes a determination that no other form of contract for the applicable services is suitable; (3) shall be subject to a not-to-exceed ceiling price for such services, which the Contractor shall exceed at its own risk of non-payment (and for which the Contractor shall not be paid unless and to the extent the Town of Nags Head is reimbursed by other Government entities for such services); and (4) shall be done only with the **Town of Nags Head's** prior written approval.

1.1.1 Private Road Removal:

Upon authorization from the Town and within the first 70 hours of actual work following a disaster event, the Contractor may perform activities for the clearance of debris that hinders immediate life-saving actions and poses an immediate threat to public health and safety. After the first 70 hours, property owners adjoining a private street may move disaster-related debris to a public right-of-way for a limited amount of time as prescribed and authorized by FEMA. If the debris on private streets is so widespread that public health, safety, or economic recovery of the community is threatened, FEMA may permit debris removal only if approval is issued in advance.

1.2.0 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the public rights of way (ROW) that are located within both the **Town of Nags Head** and the debris removal area designated by the **Town of Nags Head**, which removal shall only occur following the issuance of a “Notice to Proceed” by the **Town of Nags Head**. This debris removal work will include 1) examining debris to determine whether or not the debris is FEMA eligible vegetative, construction and demolition or other debris, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Debris that is not FEMA eligible will not be loaded, hauled, or dumped under this Contract. Mixed loading of different types of debris shall be kept to a minimum. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by the **Town of Nags Head**. The **Town of Nags Head** may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, 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 without the approval of the **Town of Nags Head**. The Contractor may be requested by the **Town of Nags Head** to remove debris from public areas which may include operational facilities, utility facilities and other land owned by the **Town of Nags Head**. The Contractor shall use reasonable care not to (1) damage any public or private property not already damaged by the storm event; and (2) further damage any public or private property that is already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the **Town of Nags Head** may either bill the Contractor for the damages or withhold and offset against funds due to the Contractor. Debris removed and delivered to a debris disposal site will be paid based on a cubic yard according to the prices found in the **Bid Form** of this Contract. Debris removed and delivered to an authorized landfill will be paid based on per cubic yard hauled according with the prices found in **Bid Form** of this Contract.

1.2.1 Geographic Assignment:

The geographic boundary for work by the Contractor’s crews shall be directed by the **Town of Nags Head** and will be limited to properties located within the **Town of Nags Head**’s legal boundaries.

1.2.2 [reserved]

1.2.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor should use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **Town of Nags Head**.

1.2.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the Town of Nags Head or approved representative a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town of Nags Head or approved representative and Contractor's representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Town of Nags Head or approved representative.

1.2.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and identified on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

1.2.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. The Contractor will survey the primary routes used by the Contractor and, as required, recover fallen or blown debris from the roadway(s).

1.2.7 Traffic Control:

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).

1.2.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week as directed by the Town of Nags Head. Adjustments to work days and/or work hours shall be as directed by the Town of Nags Head following consultation with and notification to the Contractor.

1.2.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. The

Town of Nags Head shall contract with a firm specializing in the management and disposal of such materials and waste.

1.2.10 Stumps:

All stumps that are both hazardous and FEMA eligible debris and are identified by the **Town of Nags Head** will be pulled, loaded, transported, stored, reduced and disposed in accordance with FEMA standards. All such stumps with a diameter of 24 inches or smaller will be documented, invoiced and paid as cubic yard debris in accordance with FEMA Recovery Policy RP9523.11, or any updated policy that replaces said Policy RP9523.11. All stumps with a diameter greater than 24 inches shall remain in place, unless otherwise directed by the Town of Nags Head representative, until FEMA has reviewed the existing conditions and supporting documentation in accordance with FEMA Recovery Policy RP9523.11, or any updated policy that replaces said Policy RP9523.11.

1.2.11 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 the **Town of Nags Head** and/or Government (as such term is defined in Section 5.1.0). The Contractor shall ensure that its subcontracts contain a similar safety provision.

1.2.12 Inspection and Testing:

All debris shall be subject to adequate inspection by the **Town of Nags Head** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **Town of Nags Head** will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.2.13 Monitoring:

The **Town of Nags Head** may assign monitors (Monitors) at the load sites and, if applicable, the debris storage sites to oversee the Contractor's debris operations. Monitors shall verify all information on the load ticket and the Monitor's signature is required to have a valid load ticket.

1.2.14 Accountable Debris Load Tickets:

The **Town of Nags Head** shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following

- Date
- Preprinted Number

- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned by the **Town of Nags Head designated Monitor**
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped
- Monitor's signature

1.2.15 Reports:

The Contractor shall submit periodic, written reports to the **Town of Nags Head**, unless the provision of the applicable periodic report is waived by the **Town of Nags Head**, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

- **Daily Reports:**
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.
- **Weekly Summaries:**
A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by the **Town of Nags Head**.
- **Report(s) Delivery:**
The scheduling, point of delivery, and receiving personnel for the debris operations report(s) will be directed by the **Town of Nags Head** in consultation with the Contractor.
- **Final Project Closeout:**
Upon final inspection and/or closeout of the project by the **Town of Nags Head**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **Town of Nags Head**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **Town of Nags Head** and/or Government.

Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the **Town of Nags Head** and/or Government to support requests for debris project reimbursement from external funding sources.

1.3.0 Right-of-Entry (ROE) Removal (if implemented by the Town of Nags Head):

The Contractor may be requested by the **Town of Nags Head** to remove ROE debris, debris

located on private property, from private property with due diligence, as directed by the **Town of Nags Head**. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Reasonable efforts will be made to mark these utilities but the **Town of Nags Head** does not warrant that all utilities will be located and marked before debris removal operations occur at that location. The **Town of Nags Head** reserves the right to contract ROE clearing services with outside contractors as deemed necessary.

1.4.0 Demolition of Structures (if implemented by the Town of Nags Head):

The Contractor will remove structures designated for removal by and at the direction of the **Town of Nags Head**. The Contractor agrees to remove in a timely manner all structures as determined, in writing, by the **Town of Nags Head** and as set out in Section 1.0.1 of this Contract. The **Town of Nags Head** reserves the right to bid and contract structure demolition under separate contract with contractor or other contractors as deemed necessary.

1.5.0 Private Property Waivers:

The **Town of Nags Head** will secure all necessary permissions, waivers and right-of-entry agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.3.0 and 1.4.0 above.

1.6.0 Disposal/ Temporary Debris Storage Sites (If Required)

The first part and last part of debris storage operations includes site setup/preparation and site closeout/restoration and, subject to the provisions of Section 1.1.0, may be compensated on a unit price basis in accordance with the hourly rates provided in Bid Form. Site set-up/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, providing lime rock or crushed concrete access roads, and providing any other similar activity necessary to make the debris storage site usable for its intended purposes and to return the site to its original condition as directed by the **Town of Nags Head**.

The second part of debris storage operations shall consist of managing the operations of a debris storage site(s) and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the **Town of Nags Head**. The Contractor shall provide equipment, operators, and laborers for debris storage site operations and debris reduction as specified by **Town of Nags Head**. Unit prices provided in Bid Form shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance and security bonds, as applicable) all equipment under this Contract. In addition, materials needed for Contractor's site setup / preparation / closeout / restoration (including rental or construction of the Inspection Towers) are to be included in these unit rates. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and any other associated costs.

1.6.1 Types: (If Required)

The **Town of Nags Head** plans to use two (2) types of debris storage sites as needed. Vegetative debris storage sites will be primarily devoted to the reduction of clean woody debris by either burning or grinding. Mixed debris and Construction & Demolition (C&D) debris storage sites will be operated as transfer points. Mixed and C&D debris will be deposited at these sites and then reloaded for final transport to an authorized landfill. Material coming into the vegetative or C&D debris storage site(s) will be measured and paid for by a unit price measurement according to **Bid Form**. Materials removed and transported from a C&D debris storage site(s) will be measured and paid by a unit price measurement according to rates found in **Bid Form** of this Contract.

1.6.2 Locations of debris management sites: (If Required)

Locations of all debris storage sites will be provided by the **Town of Nags Head**. The **Town of Nags Head** must approve (i) debris storage site improvement plan before site work can commence and (ii) any costs, other than those found in **Bid Form** of this Contract.

1.6.3 Contractor's Debris Site Management Plan: (If Required)

Once the debris storage site(s) is/are identified by the **Town of Nags Head**, the Contractor will prepare and provide a Site Management Plan for review and approval by the **Town of Nags Head** prior to beginning work.

A minimum of three (3) copies of the plan is required. The plan shall be drawn to a scale of 1" = 50' or greater and address following functions:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc
- Site preparation, - clearing, erosion control, and grading
- Traffic control procedures
- Site Safety
- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Chapter 9 of , the "FEMA 325 Debris Management Guide – July 2007" (or the applicable section of an updated version of such guide), and with NC Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

The Contractor shall provide all utilities and sanitation facilities, as required. The Contractor shall protect existing structures and natural resources at the site(s) and repair any damage

caused by the Contractor's operations at no additional cost to the **Town of Nags Head** or any other Government entity.

1.6.4 Inspection Tower: (If Required)

The Contractor shall construct an inspection tower at each debris storage site as requested by the **Town of Nags Head**. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved **Town of Nags Head** building standards and shall be inspected by the **Town of Nags Head** building inspector's office.

1.6.5 Household Hazardous Waste Issues: (If Required)

The Contractor will be required to construct a Household Hazardous Waste (HHW) containment area at each debris storage site. This containment area will be consisted of an earth berm with a non-permeable soil liner and 4" of sand. This area shall be 30' x 30'. The HHW containment area must be covered at all times with a non-permeable cover.

Any material found that is classified as HHW shall be reported immediately to the **Town of Nags Head**. This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of HHW debris will be by separate contract.

1.6.6 Contractor HHW Spills: (If Required)

The Contractor shall be responsible for reporting to the **Town of Nags Head** and cleaning up all HHW spills caused by the Contractor's operation at no additional cost to the **Town of Nags Head** or any other Governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills other than those at the debris storage site shall be reported to the **Town of Nags Head** Representative and to the **Town of Nags Head** for this project immediately following discovery. A written follow-up shall be submitted to the **Town of Nags Head** coordinator not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/state reportable, and when and to whom it was reported.
- Exact time and location and spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.

- Duration of discharge.
- Containment procedures initiated.
- Summary of all communication regarding the applicable spill that the Contractor has had with press, agencies, or Government officials other than the **Town of Nags Head**.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

1.6.7 Operations Requirements:

The Contractor shall supervise and direct the Contractor's operations and 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 control of pedestrian and vehicular traffic in and around the work area.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the debris storage or work sites.

The Contractor shall be responsible for fire protection and shall manage the debris storage and work sites to minimize the risk of fire.

1.6.8 Contractor Temporary Debris Storage Site Foreman (if required):

The debris storage site foreman and/or night foreman is responsible for management of all operations of the debris storage site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. All night operations must be approved by the **Town of Nags Head**, which may be limited primarily to burning if approved by the appropriate authority.

The Contractor's debris storage site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the **Town of Nags Head**.

1.6.9 Debris Storage Site Monitoring: (If Required)

The Contractor and the **Town of Nags Head's** Monitor will inspect each load to verify the contents are in accordance with the accepted definition of FEMA eligible debris as approved by the **Town of Nags Head**. If any load is determined to contain material that does not conform to the definition of FEMA eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **Town of Nags Head** for such loads. The Contractor and the **Town of Nags Head's** Monitor will inspect each load to verify the volume of eligible debris that has been hauled to the debris storage site. The **Town of Nags Head's** Monitor will note on the load ticket the verified debris capacity hauled to the debris storage site. The **Town of Nags Head's** Monitor signature is required on all valid load tickets. If the Contractor is continually not in agreement with the **Town of Nags Head's** Monitor regarding inspections the Contractor should contact the

Town of Nags Head's, and all unloading of debris should stop until an agreement can be reached.

1.6.10 Inspection and Testing of Debris Site Operations: (If Required)

All debris storage site operations shall be subject to inspections by the Town of Nags Head or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town of Nags Head will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.6.11 Reporting:

The Contractor shall submit a report to the Town of Nags Head by close of business each day of the term of the Contract. Each report shall contain, at a minimum, the following information:

Contractor's Name

Contract/Purchase Order Number

Daily and cumulative hours for each piece of equipment, if appropriate

Daily and cumulative hours for personnel, by position, if appropriate

Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)

Any problems encountered or anticipated

Failure to provide audit quality information will subject Contractor to non-payment in each instance at the sole discretion of the Town of Nags Head.

2.0 PERFORMANCE OF SERVICES

2.1 Quality of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the Town of Nags Head may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Town of Nags Head.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Town of Nags Head, including but not limited to those services which are set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts

and omissions of its employees. Prior to the Contractor engaging any subcontractors, the Contractor and Town of Nags Head shall agree on the percentage of work that the Contractor may perform by subcontract and a list of eligible subcontractors, and the Contractor shall then submit a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and a list of the eligible subcontractors. The Contractor shall ensure that all its subcontracts enter into contracts with its subcontractors that have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **Town of Nags Head**. The Contractor shall supply the names and addresses of subcontractors for approval and materials suppliers when requested to do so by the **Town of Nags Head**. The Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximum extent practicable.

2.3.2 Indemnification:

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

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the **Town of Nags Head**, as additional insured, while working within the boundaries of the **Town of Nags Head**.

2.3.4 Worker's Compensation:

This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the contracted services.

Minimum \$1,000,000 Coverage Amount

2.3.5 Automobile Liability:

Bodily Injury \$1,000,000 each person \$1,000,000 each accident
Property Damage \$1,000,000 each accident

2.3.6 Comprehensive General Liability:

Bodily Injury \$1,000,000 each person \$1,000,000 aggregate
Property Damage \$1,000,000 each accident \$1,000,000 aggregate

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **Town of Nags Head** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **Town of Nags Head** at least ten (10) days following

coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible “Representative” report to the **Town of Nags Head**’s designated representative within 24 hours following the execution of this Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor’s general operations plan.

3.2 Mobilization:

When the written Notice to Proceed, issued pursuant to Section 4.2, has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services.

3.3 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract. A completion date will be determined once the extent of damage has been determined and a time frame will be put in place to be followed.

3.4 Completion of Work:

Subject to the provisions of this Contract, the Contractor shall be responsible for removal of debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions (optional):

Time is of the essence with regard to the mobilization and the completion of the services to be provided pursuant to this Contract. The commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **Town of Nags Head**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **Town of Nags Head** and the Contractor to allow for additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for one (1) year beginning on _____ and ending on _____. This Agreement may be extended annually under its existing terms, conditions, and rates, in the **Town of Nags Head**’s sole discretion, for up to four (4) additional one (1) year periods.

3.7 Contract Termination:

This Agreement may be terminated by the Contractor upon sixty (60) days prior written notice to the **Town of Nags Head** in the event of substantial failure by the **Town of Nags Head** to

perform in accordance with the terms of the Agreement through no fault of the Contractor. It may also be terminated, in whole or in part, by the **Town of Nags Head** with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the **Town of Nags Head's** satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the **Town of Nags Head**, the Contractor shall:

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other material related to the terminated work to the **Town of Nags Head**.
- d) Continue and complete all parts of the work that have not been terminated.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **Town of Nags Head** may be required to enter into agreements with Federal and/or State or County agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 Town of Nags Head Obligations:

The **Town of Nags Head** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written "Notice To Proceed", and services under this Agreement shall not begin until the issuance of such Notice to Proceed. Said Notice To Proceed shall contain a time limit as to when the Contractor shall complete the applicable work and shall contain a maximum payment amount (i.e. a total non-to-exceed ceiling price) for services performed or to be performed on a on time and materials basis, if any, which time and materials work shall be subject to the provisions of Section 1.1.0. A representative will be designated by the **Town of Nags Head** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written "Notice To Proceed". The **Town of Nags Head** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **Town of Nags Head** with the development of debris-based PSA(s), if requested.

Due the uncertainty of the severity of events which may cause the need for services described in this Contract, the **Town of Nags Head** may enter into multiple contracts, each with a different person or entity, to obtain services similar or identical to those identified in this Contract. Depending on the nature of services needed, the **Town of Nag Head** may, in its sole discretion, deem it necessary to have one of those other providers provide services similar or identical to the services described in this Contract prior to, in addition to, or in lieu of having Contractor perform services identified in this Contract. Notwithstanding any other provision of

this Contract to the contrary, the **Town of Nags Head** is under no obligation to issue a Notice To Proceed to Contractor or to have Contractor provide any services pursuant to this Contract. The **Town of Nags Head** may engage or coordinate with any other person or entity to perform services similar or identical to those identified in this Contract, and the **Town of Nags Head** shall not be liable to the Contractor if the **Town of Nags Head** does engage one or more other person or entity, in addition to or in lieu of Contractor, to perform services similar or identical to those identified in this Contract.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the **Town of Nags Head**. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on each work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the said supervisor by the **Town of Nags Head** shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local Government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris (optional):

Except as otherwise provided herein, all debris, including regulated hazardous waste, that the Contractor removes pursuant to the provisions of this Contract shall, to the extent the **Town of Nags Head** has rights in the said debris, become the property of the Contractor for removal and lawful disposal purposes. The debris may consist of, but not limited to vegetative, construction and demolition, discarded household appliances (white goods), and household solid waste. Disposal plans of this debris must still be given to the **Town of Nags Head** and all debris must be disposed of in accordance with all applicable laws.

5.0 GENERAL TERMS AND CONDITIONS

The Contractor shall, to every extent possible, give priority to utilizing resources within the **Town of Nags Head**. Such local preferences will include, but not be limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.1.0 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.2. Cost, Prices, and Payments:

5.2.1 Price for Emergency Push / Road Clearance:

The Contractor will invoice the Town of Nags Head and be paid for this contracted service in accordance with the rates as set out in Bid Form.

5.2.2 Unit Price for Debris:

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the Town of Nags Head in accordance with the rates as set out in the Bid Form.

5.2.3 Billing Cycle:

The Contractor shall invoice the Town of Nags Head on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

5.2.4 Payment & Performance Bond: DELETED

5.2.5 Payment Responsibility:

The Town of Nags Head agrees to accept the Contractor's invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment promptly. The Town of Nags Head will advise the Contractor of receiving any debris service invoice that requires additional information for approval to process for payment.

5.2.6 Tipping Fees:

All tipping fees shall be paid for by the Town of Nags Head. Tipping fees are anticipated to be invoiced directly by Dare County to the Town. If Dare County charges the Contractor directly for tipping fees, the Contractor shall follow the guidelines as set out in Sections 5.2.3 and 5.2.5 above.

5.2.7 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the Town of Nags Head and/or Government as ineligible debris.

5.2.8 Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Contract, which adjustments shall be agreed to in writing by the Contractor and the Town of Nags Head before they become effective. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between the

Town of Nags Head and the Contractor and subject to the review and, if applicable, approval of the Government. Any amendments, extensions or changes to this Contract shall be put in writing, signed by both parties, and dated, before it becomes effective.

5.2.9 Specialized Services:

The Contractor may invoice the **Town of Nags Head** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **Town of Nags Head**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **Town of Nags Head**. Specialized equipment and specialized mobilization and demobilization rates shall not apply for equipment that is listed on Bid Form.

5.2.10 Confidentiality:

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the **Town of Nags Head**.

5.2.11 Dispute Resolution:

The Town and Contractor shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, then either party may file such action or actions as it deems appropriate to protect its interests.

6.0 MISCELLANEOUS

6.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed to the address set forth below the parties respective signatures.

Contractor

Town of Nags Head

P.O. Box 99
Nags Head, NC 27959

6.2 Applicable Law:

The laws of the State of North Carolina shall govern this Contract.

6.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire

Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

6.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

6.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

6.6 Non-Assignment:

Except as may explicitly provided in this Contract, assignment of this Contract or of the Contractor's obligations under this Contract shall not be occur without the prior written consent of the Town of Nags Head.

6.7 E-Verification of Employees

The Contractor represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this Contract, that either:

- a. The Contractor or subcontractor employs less than 25 employees who are employed for 9 months or more during a 12-consecutive-month period; or
- b. The Contractor or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

6.8 Iran Divestment Act Certification

By placing a bid pursuant to the request for proposal from which this Contract originated, and by acceptance of this Contract, Contractor affirms that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. ' 147-86.58.

6.9 Federal Contract Provisions

The provisions of Exhibit A are hereby incorporated in this Contract by reference and are binding upon the Town of Nags Head and/or the Contractor as set forth in the said Exhibit A. Except as context may otherwise require, for the purposes of Exhibit A, the term: "contract" shall be deemed to refer to this Agreement; "contractor" shall be deemed to refer to the Contractor; and "contracting agency" shall be deemed to refer to the Town.

6.10 Amendment / Additional Documents

The Contractor agrees that Contractor’s obligations as set forth or incorporated in this Contract are intended to be consistent with the requirements of FEMA – 325 dated July 2007, as the same may be subsequently updated and or replaced by other FEMA guidance or requirements, for debris removal and management operations consistent with FEMA requirements. The Contractor agrees to execute such other documents as may be reasonably required by the **Town of Nags Head** to amend or revise this Contract and to ensure that work performed pursuant to this Contract and the Request for Proposal are consistent with FEMA requirements.

[signatures appear on the following page]

SAMPLE

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **Town of Nags Head** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one

CONTRACTOR:

TOWN OF NAGS HEAD NAME:

BY: _____

BY: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Name – Title

Name – Title

Corporate Seal:

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the Town:	For the Contractor:
Town of Nags Head Public Works c/o David M. Ryan, P.E. P.O. Box 99 Nags Head, NC 27959 Phone: (252) 441-6221 Email: david.ryan@nagsheadnc.gov	

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

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

Exhibit A

A. Remedies (see 2 CFR Pt. 200, App.II(A))

In addition to any remedies set forth in the contract, as except as otherwise limited in the contract, upon the breach of the contract by contractor, the Town shall have such administrative, contractual, and legal remedies as are available to it pursuant to applicable law.

B. Termination (see 2 CFR Pt. 200, App.II(B)).

The Town's ability to terminate the contract for cause and for convenience are addressed in the contract.

C. Equal Employment Opportunity (see 2 CFR Pt. 200, App.II(C))

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's

commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of these paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis-Bacon Act and Copeland "Anti-Kickback" Act (see 2 CFR Pt. 200, App.II(D)) [not applicable]

E-1. Contract Hours (see 2 CFR Pt. 200, App.II(E), 40 U.S.C. • 3702)

(a) Standard workweek.--The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in 40 U.S.C. • 3701 shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract requirements.--A contract described in 40 U.S.C. • 3701, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that

contract, must provide that--(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable-- (A) to the affected employee for the employee's unpaid wages; and (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated damages.--Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts withheld to satisfy liabilities.--Subject to 40 U.S.C. • 3703, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

E-2. Safety Standards Act (see 2 CFR Pt. 200, App.II(E), 40 U.S.C. • 3704)

No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation. See 40 U.S.C. • 3704 for additional information regarding said regulations.

F. Rights to Inventions (see 2 CFR Pt. 200, App.II(F)) [not applicable]

G. Clean Air Act and Federal Water Pollution Control Act (see 2 CFR Pt. 200, App.II(G))

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (see 2 CFR Pt. 200, App.II(H))

A contract award (see 2 CFR • 180.220) must not be made to parties listed on, and contractor represents that it is listed on, the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR • 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (see 2 CFR Pt. 200, App.II(I); 31 U.S.C. • 1352)

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

J. Procurement of Recovered Materials (see 2 CFR Pt. 200, App.II(J); 2 CFR • 200.322)

To the extent that materials are provided pursuant to the contract, the requirements of Section 6002 of the Solid Waste Disposal Act apply and include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Mandatory Standards and Policies Relating to Energy Efficiency (see 42 U.S.C. • 6201)

No applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. • 6201, have been identified.

L. Town Responsibility (see 2 CFR • 200.318(k))

As required pursuant 2 CFR • 200.318(k), and as acknowledged and agreed by contractor, the Town alone is be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Town of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the Town unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

M. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (see 2 CFR • 200.321(k))

If contractor is to let subcontracts under the contract, contractor must take must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible: (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 requirements,

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, which encourage participation by small and minority businesses, and women's business enterprises; and (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Department of Public Works

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Maintenance Garage
Public Facilities Maintenance
Sanitation
Water Distribution
Water Operations



Town of Nags Head

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Fax 252-441-3350
www.nagsheadnc.gov

Ralph Barile
Public Works Director

David Ryan, P.E.
Project Coordinator

ADDENDUM NO. 1

RE: **Request for Proposal for FY 16/17 Debris Management/ Removal Services**

FROM: Town of Nags Head – Department of Public Works
2200 Lark Ave.
Nags Head, NC 27959

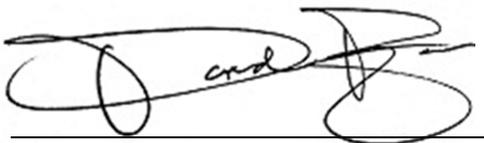
TO: Prospective Proposers

This addendum forms a part of the Contract Documents modifying the original May 18, 2016 Request for Proposals for the Town of Nags Head/Duck/Southern Shores Post-Storm Debris Management/Removal Services as noted below. Please acknowledge receipt of this Addendum by denoting on page 1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

This Addendum consists of the following corrections/clarification(s) to the following;

- 1. Page 3 DEADLINE: Receipt of Proposals: 2:00 PM, ~~June 5, 2016~~, June 16, 2016.

This date now coincides with the other proposal submission dates described within the Request for Proposals Document.

Signed: 

David M. Ryan, P.E.
Project Coordinator
Town of Nags Head – Department of Public Works

END OF ADDENDUM



Department of Public Works

Administration
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Ralph Barile
Public Works Director

David Ryan, P.E.
Project Coordinator

ADDENDUM NO. 2

RE: **Request for Proposal for FY 16/17 Debris Management/ Removal Services**

FROM: Town of Nags Head – Department of Public Works
2200 Lark Ave.
Nags Head, NC 27959

TO: Prospective Proposers

This addendum forms a part of the Contract Documents modifying the original May 18, 2016 Request for Proposals for the Town of Nags Head/Duck/Southern Shores Post-Storm Debris Management/Removal Services as noted below. Please acknowledge receipt of this Addendum by denoting on page 1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

This Addendum consists of the following amendments to the following;

1. Advertisement for Request for Proposals: ADDED LANGUAGE: Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. After determination of the Successful Bidder based on the Criteria for Proposal Evaluations- Section IV Request for Proposals-Debris Management/Removal Services for the Towns of Nags Head, Southern Shores and Duck, NC, dated May 18, 2016 and on the responsiveness, responsibility, and other factors, the award may be made to said Successful Bidder on its Bid for which Owner determines funds will be available at the time of award and in the mutual interest of the Town(s) of Nags Head/Duck/Southern Shores. Owner also reserves the right to waive informalities.

Signed:

David M. Ryan, P.E.
Project Coordinator
Town of Nags Head – Department of Public Works

END OF ADDENDUM



Department of Public Works

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Ralph Barile
Public Works Director

David Ryan, P.E.
Project Coordinator

ADDENDUM NO. 3

RE: **Request for Proposal for FY 16/17 Debris Management/ Removal Services**

FROM: Town of Nags Head – Department of Public Works
2200 Lark Ave.
Nags Head, NC 27959

TO: Prospective Proposers

This addendum forms a part of the Contract Documents modifying the original May 18, 2016 Request for Proposals for the Town of Nags Head/Duck/Southern Shores Post-Storm Debris Management/Removal Services as noted below. Please acknowledge receipt of this Addendum by denoting on page 1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

This Addendum consists of the following amendments to the following;

Request for Proposal

1. Section 1 (S) general Information for Offerors: Non-Discrimination Clause: amended language to comply with House Bill 2.
2. Section 1 (J) Proposal Requirements: Included requirement of Current Insurance Documents with proposal submission.

Instructions to Bidders

1. Article 14.01 & 14.02: Removed references to Bid Security
2. Article 15.03: Removed references to Bid Security
3. Article 17.01: Removed references to Bid Security
4. Article 19: Deleted all references to bonding requirements and amended language to include delivery times of insurance documents

Sample Contract

1. Section 1.6.0: Disposal/Temporary Debris Storage Sites (if required): revised first sentence, first paragraph from compensation method of time and materials to unit price basis.
2. Section 5.2.4 Payment and Performance Bond: DELETED

Bid Form

1. Article 5- Basis of Bid: Section 5.10(A): Added language *The equipment types noted below are based upon historical information and typical equipment utilized in prior debris generating storm events. The list may not be all-inclusive and each proposer shall include unit pricing for any additional equipment that may be*

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Ralph Barile
Public Works Director

David Ryan, P.E.
Project Coordinator

required to conduct debris removal operations

2. Article 5- Basis of Bid: Section 5.10(B): *Equipment types and rates apply to first 70 hours of Emergency Debris Clearance Period Only.*
3. Article 5- Equipment Rate Table: Expanded equipment types to encompass anticipated equipment types required to perform storm debris removal operations.
4. Article 5- Equipment Rate Table: Added the following language; **All equipment descriptions shall be in accordance with FEMA "typed resource definitions", ** All equipment rates shall include the cost of operator, fuel and maintenance, unless otherwise noted, *** All labor rates shall include personal protective equipment such as hard hats, safety shoes, gloves, safety glasses/shield, hearing protection & traffic safety vests.*
5. Article 5- Basis of Bid: Section 5.12: DELETED paragraph on fuel requirements
6. Article 5- Basis of Bid: Section 5.12: DELETED paragraph on maintenance requirements
7. Article 5- Basis of Bid: Section 5.14-5.15: Added language to include on-way travel distances to the Dare County Debris Site at Stumpy Point. Added Unit Price column to table for C.Y. unit price. Added language indicating *Tipping Fees, if charged, will be paid for by local government unit.*
8. Article 5- Basis of Bid: Section 5.16: Added unit price cost for "processed" vegetative debris
9. Article 5- Basis of Bid: Section 5.17: Added table for unit cost pricing for performing individual services and associative estimated amounts for anticipated debris removal activities.
10. Article 5- Basis of Bid: Section 5.18: Repairs to infrastructure: Added column to include Cost/Unit and Estimated Quantities for Bid Unit Price calculations.
11. Article 5- Basis of Bid: Section 5.19: Estimated Quantities: Assumptions: amended language to coincide with quantities estimated utilizing the USACE Hurricane Debris Estimating Model methodology. Provided B-E for additional category hurricane estimates.
12. Article 5- Basis of Bid: Section 5.20: Mobilization/De-Mobilization Costs: Added table for unit cost pricing for mobilization/demobilization costs based upon estimated quantities associated with Category 2-5 Hurricane events.

Signed:

David M. Ryan, P.E.
Project Coordinator
Town of Nags Head – Department of Public Works

END OF ADDENDUM