

REQUEST FOR PROPOSAL

TOWN OF HOPE MILLS

Proposal No. 001-018

Bid Title:

**Hope Mills Lake Debris Cleanup
(Lower reservoir)**

Date of Issue: March 7, 2018

Pre-Bid: March 12, 2018 – 11:00AM

Proposals Due: March 15, 2018 – 2:00PM

Anticipated contract award date: March 23, 2018

Issued for:

**Hope Mills Lake Debris Cleanup
Town of Hope Mills
5770 Rockfish Road
Hope Mills, NC 28348
Phone: (910) 429-3384**

Issued By:

**Public Works Director
5770 Rockfish Road
Hope Mills, NC 28348
Phone: (910) 429-3384**

If you have received this bid/proposal from a source other than the Town of Hope Mills Public Works Director, it is the responsibility of the bidder to ensure that all addenda has been received. Bidders can notify Hector A. Cruz by email at hacruz@townofhopemills.com to ensure that your company is added to the distribution list.

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

Town of Hope Mills, North Carolina
Request for Proposals
Hope Mills Lake Debris Cleanup

1.0 INTRODUCTION

The Town of Hope Mills is soliciting proposals for debris/refuse removal and disposal within the perimeter of Hope Mills lake (lower reservoir) associated with its recent impoundment.

Responding firms must, at a minimum, have performed debris removal and disposal operations and be able to provide reference (s) for the communities where these operations took place upon request.

Copies of the Request for Proposal (RFP) may be obtained by applying to the Office of the Town of Hope Mills Public Works Director, phone (910) 429-3384 during regular business hours. The Town reserves the right to reject any and/or all proposals and/or waive any informality or irregularity in the proposal.

2.0 PREPARATION OF PROPOSAL

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

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

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

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

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

3.0 SUBMITTALS

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on March 15, 2018**. Time is of the essence; NO proposal will be accepted after the official time and date. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Town of Hope Mills on or before the specified time and date is solely and strictly the responsibility of the responding firm. ***The Town will in no way be responsible for delays caused by any occurrence.*** Responses may be hand carried, emailed or mailed to:

Town of Hope Mills
Finance Department
5770 Rockfish Rd
Hope Mills, NC 28348
Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday

Email addresses: hacruz@townofhopemills.com; rholland@townofhopemills.com

Emailed/hand carried/mailed proposals will be accepted; however, this is not a public bid opening. The outside of the document shall be clearly marked "**RFP Hope Mills Lake Debris Cleanup.**"

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

4.0 QUESTIONS

All questions pertaining to this Request for Proposal (RFP) shall be submitted **in writing no later than March 13, 2018, at 5:00 PM.** Questions may be emailed to Hector A. Cruz at: hacruz@townofhopemills.com.

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

5.0 EVALUATION

No part of this solicitation is to be considered part of a contract nor any provisions contained herein to be binding of the Town of Hope Mills.

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

The Town of Hope Mills anticipates award of the contracts on **March 23, 2018.**

6.0 CONTRACT TERM

The contract will be for the complete recovery of debris within the perimeter of Hope Mills Lake within the lower reservoir (see attached map). The terms of the contract are **not to exceed 45 days.** All work set forth in the Scope of Work must be approved by personnel authorized by the Town Manager and or Public Works Director.

7.0 BONDS

Bid Bond: N/A

Performance & Payment Bond: N/A

8.0 WITHDRAWAL OF BID

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

9.0 PROPRIETARY INFORMATION

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

10.0 Compliance with 2 CFR Part 200

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

11.0 MINORITY BUSINESSES

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

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

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

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

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

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

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

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

11.0 SAMPLE AGREEMENT

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

12.0 PROPOSAL REQUIREMENTS

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

- Section 1: Introduction: At a minimum, the introduction shall include: Firm name, address, telephone, and fax number, contact person and e-mail address;
- Section 2: Experience in the field.
- Section 3: A) Detailed listing of equipment and resources; and
B) An operations plan for the removal of debris
- Section 4: Completed Forms on forms provided
 - Non-Collusion Affidavit (on provided form)
 - Proposer's Bid Certification Form (on provided form)
 - E-verify
- Section 5: Exceptions to the Town's Service Agreement

13.0 OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of removing any and all “eligible” debris within the banks/shoreline of Hope Mills Lake (boundaries of the lake are defined by water elevation). Work will include 1) removing the debris floating or sitting within the perimeter of the lake, 2) loading the debris, 3) hauling the debris to an approved disposal facility, and 4) dumping the debris at the dumpsite or landfill. It shall be the contracted firm’s responsibility to load, transport, reduce, and properly dispose of any and all debris which is the result of the event under which the contracted firm was issued a Notice to Proceed.

14.0 DESCRIPTION OF DESIGNATED AREA

The designated area for debris removal is bounded by the perimeter shoreline of Hope Mills lake within the lower reservoir.

All debris identified by the Town representative shall be removed. The contracted firm shall not move from one designated work area to another designated work area without prior approval from the Town or its representative. The contracted firm shall not enter onto private property during the performance of this contract unless specifically authorized by the Town representative, in writing.

The contracted firm shall deliver debris to disposal sites that have been permitted to receive storm or related generated debris and adhere to all state, local, and federal regulations.

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

The contracted firm will provide an on-site project representative to the Town and the Town representative. The contracted firm representative shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The contracted firm representative will be expected to meet with the Town representatives whenever the requirement is necessary. Topics will include, but not limited to volume of debris collected, completion progress, Town coordination, and damage repairs.

Town does not warrant or guarantee the availability or use of any dump sites. **The contracted firm must coordinate directly with owners of all final disposal sites. The contracted firm will, at no time, take ownership of the debris unless approved, in writing, by the Town Representative.**

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

15.0 SCOPE OF WORK

A. Vegetative Debris Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing within the perimeter shoreline where water meets earth on Hope Mills Lake.

Vegetative debris existing within the perimeter shoreline where water meets earth on Hope Mills Lake is defined as debris and snagging resulting impoundment of the lake.

Removal of vegetative debris existing within the perimeter shoreline where water meets earth on Hope Mills Lake will be performed as identified by the Town representative.

Material shall be removed from the floodway.

B. Refuse Debris and Disposal

Refuse debris existing within the perimeter shoreline where water meets earth on Hope Mills Lake is defined as debris and snagging resulting impoundment of the lake.

Removal of refuse debris existing within the perimeter shoreline where water meets earth on Hope Mills Lake will be performed as identified by the Town representative.

Material shall be removed from the floodway.

16.0 WORKING HOURS

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

17.0 EQUIPMENT

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

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

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

18.0 SAFETY

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

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

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

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

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

19.0 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The contracted firm is responsible for all damage, injury, or loss to any property.

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

20.0 PAYMENT

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

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

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

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

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

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

21.0 TOWN'S RIGHT TO CARRY OUT WORK

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

NON-COLLUSION AFFIDAVIT

Proposal Request No. 001-018

State of North Carolina
Town of Hope Mills

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

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Hope Mills or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Date: _____

Seal
if
Corporation

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20_____

Notary Public _____

My Commission Expires: _____

PROPOSER’S BID CERTIFICATION FORM

To Whom It May Concern:

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

I hereby propose to perform the following prices:

- Cost of removing vegetative and refuse debris from within the perimeter of Hope Mills lake on the lower reservoir, including hauling and disposal of debris. Cumberland County fee schedule is attached for reference. Maps showing prospective ingress/egress sites are attached as Appendix 1.

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

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

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

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Email: _____

Mailing Address

NOTARIZE
Subscribed and sworn to before me this _____
day of _____, 20____

City/State/Zip Code

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

SERVICE AGREEMENT

THIS CONTRACT is made, and entered into this the day of 20 , by and between the **TOWN of HOPE MILLS**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTED FIRM").

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

- 1. SCOPE OF SERVICES.** Contracted firm hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Request for Proposal # 001-18 issued March 7, 2018 and "Attachment 1" (hereinafter collectively referred to as "Services"). **Work will commence immediately after contractual documents have been properly signed and after all mandatory insurance documents have been filed with the Town** for the debris recovery left by Hurricane Mathew. Attachment 1 and Request for Proposal #001-018 issued March 7, 2018 and any Addendums issued are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services is from _____, **20__ to completion of Hope Mills lake debris/refuse recovery, not to exceed 45 days from commencement date** unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTED FIRM.**

The Contracted firm shall receive from TOWN the amounts set forth in Schedule 1 "Unit Rate Price Schedule" for services rendered under this contract for the Scope of Services defined in "Attachment 1". Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date. The Unit Price provided in Schedule 1 shall include the cost of equipment and labor.

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

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

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

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

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

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

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$1,000,000 – per occurrence/\$1,000,000 annual aggregate - Commercial General Liability
\$100,000 - Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property
Damage

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

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

6. **HEALTH AND SAFETY.** CONTRACTED FIRM shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. CONTRACTED FIRM shall assign a safety officer to the project for the duration of the contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTED FIRM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTED FIRM shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTED FIRM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONTRACTED FIRM may be declared ineligible for further TOWN contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the Town of Hope Mills and the State of North Carolina.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

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

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

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

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

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

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

TOWN OF HOPE MILLS
ATTN: Hector A. Cruz, PW Director
5770 Rockfish Rd
Hope Mills, NC 28348

ATTN: _____

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

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

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

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

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

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

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

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

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

23. **WRITTEN NOTICE TO PROCEED.** The TOWN shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via facsimile followed by regular mail. Under no circumstances shall the TOWN be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTED FIRM. CONTRACTED FIRM must acknowledge receipt of the written Notice to Proceed.

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

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

Reviewed by Department Head

Date Reviewed: _____

CONTRACTED FIRM

By: _____

Printed Name: _____

Title: _____

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act

Town Finance Director

TOWN OF HOPE MILLS

By: _____

Printed Name: _____

Title: _____

E-VERIFY

STATE OF NORTH CAROLINA
CUMBERLAND COUNTY
TOWN OF HOPE MILLS

AFFIDAVIT: E-VERIFY COMPLIANCE

WHEREAS, North Carolina General Statutes §15 3A-449(a) authorizes counties to contract with a private entity to carry out any public purpose that the county is authorized to engage in by law;

WHEREAS, North Carolina General Statutes §153A-449(a) prohibits counties from entering into a contract with a private entity unless said entity and its subcontractors comply with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes;

NOW COMES Affiant, first being sworn, deposes and says as follows:

- 1) I possess full authority to speak on behalf of _____ (the Corporation).
2) The Corporation has submitted a bid for contract or desires to enter into a contract with the Town of Hope Mills.
3) As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (check which applies):
o After hiring an employee to work in the United States, I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for a period of one (1) year thereafter; or
o I employ less than twenty-five (25) employees within the State of North Carolina
4) Also as part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (check which applies);
o After hiring an employee to work in the United States, I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for a period of one (1) year thereafter; or
o I employ less than twenty-five (25) employees within the State of North Carolina.

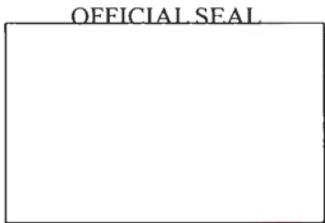
Specify Subcontractor: _____

This ___ day of _____ 20__.

Sworn to and subscribed before me this ___ day of _____, 20__.

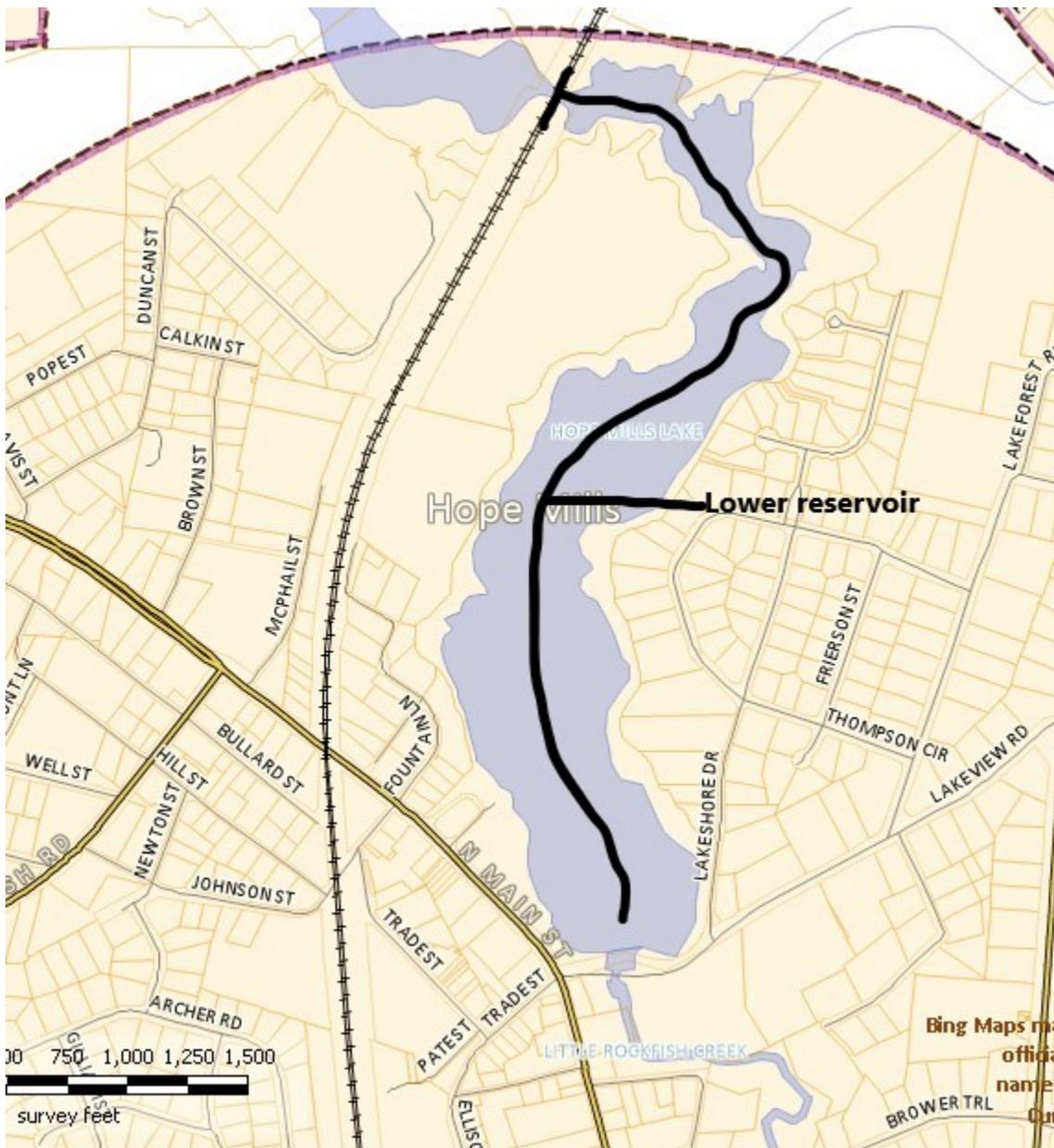
My Commission Expires: _____

Notary Public: _____



APPENDIX 1

Hope Mills Lake lower reservoir



APPENDIX 2

Cumberland County Solid Waste Management
Ann Street Landfill and Wilkes Road Treatment & Processing Facility
Fee Schedule FY 2018

1. Solid Waste Disposal Fees

- a. Household Fee (*SW User Fee on annual tax bill*) covers the following: \$56.00
 - i. Yard waste (limbs, brush, etc. not to exceed 3 inches in diameter, 3 feet in length) amount not to exceed 4 cubic yards (*one pickup truck load*) per household per week
 - ii. Household garbage (*kitchen, bath, etc.*) amount not to exceed 4 cubic yards (*one pickup truck load*) per household per week
 - iii. 10 gallons or 80 lbs. of Household Hazardous Waste Material per household on 2nd & 4th Saturday of each month (*as scheduled*) – No Business / Commercial Disposal Allowed
- b. Wood (2x4's, etc.), sheetrock, bathtubs, toilets, doors, fencing, etc. are considered C&D material not household garbage therefore this type of material falls under d. or f.v. below.
- c. Apartments/Condos/Townhomes that do not pay the SW User Fee annually are considered Commercial and therefore pay for all debris brought to the landfill See Tipping Fees below
- d. Pick-up trucks, cars, SUVs, and vans not pulling a trailer – flat rate fee \$20.00
(Vehicles paying the flat rate fee remain on concrete the whole time at the landfill and do not have to wait in line for weighing/reweighing, thereby cutting down on time at the landfill and on damage to vehicles.) (*Household garbage, 4 cy a week, is still no charge unless mixed with chargeable items, then load is charged the flat rate fee.*)
- e. Charge on past due balances 1.5%
- f. Tipping Fees:
 - i. MSW (*Commercial waste, Industrial waste, Household waste more than 1.a. above*):
 - 1. 0 to 1199 tons \$38.00 per ton or \$1.90 per 100 lbs.
 - 2. 1200 or more tons Per contract agreement
 - ii. Inert debris (*brick, cement, dirt, rock*):
 - 1. Clean, *no rebar, paint or other waste* \$18 per ton or \$.90 per 100 lbs.
 - 2. Inert with *rebar, paint, or other waste* \$36.00 per ton or \$1.80 per 100 lbs. + \$100 SHF
 - iii. Mixed debris (*garbage w/construction or other debris*) \$40.00 per ton or \$2.00 per 100 lbs.
(NO DISCOUNT on mixed debris)
 - iv. Shingles:
 - 1. Clean (*no paper, plastic, wood, vent caps, etc.*) \$15.00 per ton or \$0.75 per 100 lbs.
 - 2. Co-mingled (*mixed with other debris*) \$36.00 per ton or \$1.80 per 100 lbs.
 - v. C & D:
 - 1. 0 to 199 tons \$36.00 per ton or \$1.80 per 100 lbs.
 - 2. 200 or more tons Per contract agreement
- g. Crushed rock – available on Wednesdays at Ann St Landfill \$14 per ton or \$.70 per 100 lbs.
- h. Flat Rate - in the event of scale failure, charge per vehicle (*as listed*):

	<u>C&D/SHINGLES</u>	<u>MSW/WILKES</u>
i. Pickup trucks, towed trailers (<i>single axle</i>)	\$20.00	With shingles \$48.00
ii. Small flatbed trucks (<i>single axle</i>), step van	\$96.00	With shingles \$108.00
iii. Large flatbed trucks (<i>double axle</i>), fifth wheel trailers	\$192.00	With shingles \$216.00
iv. Roll-off trucks (<i>container boxes</i>):	<u>C&D/SHINGLES</u>	<u>MSW/WILKES</u>
1. 20-yard box or smaller	\$216.00	\$190.00
2. 21-30-yard box	\$252.00	\$228.00
3. 31-40-yard box	\$324.00	\$304.00
v. Compactor Boxes (<i>all</i>), Front-loader / Rear-loader truck	\$360.00	\$380.00
vi. 18-wheeler	(Yard Debris=\$370.00, C&D=\$720.00, MSW=\$760.00)	
- i. Special Handling Fee (SHF), charge per vehicle, trailer or container \$100.00
- j. Scrap Tire Disposal:
 - i. 1-5 Tires per year from homeowners and farmers only No Charge
 - ii. Tires with rims \$1.00 per tire
 - iii. Tires not eligible for free disposal (*6 or more tires*) \$61.00 per ton or \$3.05 per 100 lbs
- k. Yard Waste (*over 1.a.i. above*) & Land Clearing Debris \$18.50 per ton or \$.93 per 100 lbs
- l. Pallets or Clean Wood \$30.00 per ton or \$1.50 per 100 lbs

2. Designated Recyclable Materials Only No Charge

3. Shredding (household only, no businesses) \$.35 per lb

4. Sale of Mulch

a. Screened / Fine Compost:	
i. per pick-up truck load	\$20.00
ii. larger vehicle (<i>per cubic yard</i>)	\$10.00
b. Red Mulch:	
i. per pick-up truck load	\$60.00
ii. larger vehicle (<i>per cubic yard</i>)	\$25.00
5. <u>Illegal Dumping / Littering</u>	
a. At Landfills (<i>fine + SHF of \$100 each occurrence</i>):	
i. 1st offense fine	\$100.00
ii. 2nd offense fine	\$300.00
iii. 3rd & subsequent offense(s) fine	\$500.00
b. Written NOV/Citation	Graduated fee from \$50 to \$2,500 depending on # of bags and/or weight of debris