

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART I – INSTRUCTIONS TO BIDDERS

NOTICE

Upon receiving this proposal by internet or email, email nsims@cityofbsl.org to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

STATE OF NORTH CAROLINA

CONTRACT NO:

BRUNSWICK COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT, made this the ____ day of _____, 20____, by and between the CITY OF BOILING SPRING LAKES, NORTH CAROLINA, a Municipal Corporation located in Brunswick County (hereinafter called "CITY"); and _____, a corporation organized under the laws of the State of _____, with its principal office in _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. **Purpose**

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the documents attached hereto and incorporated herein by reference including, but not limited to: Bidding Documents, Contract Documents, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

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1.00 DEFINITIONS

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Phase II – Debris Removal is to include gathering, loading, and hauling Vegetative Debris and C&D Debris (Construction and Demolition) from roads, rights-of-way, and designated Public Property within the incorporated limits of the CITY to the destination facility or alternate facility(ies) named in Part I, Section 10.01 of this document.
- 1.06 Household Hazardous Waste (HHW), used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders. Other products that contain corrosive, toxic, flammable or reactive ingredients, such as bleach and ammonia, are also considered HHW.

2.00 BIDDER REPRESENTATIONS

- 2.01 Each Bidder by making his Bid represents that:
 - A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - B. Bidder has visited the sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
 - C. No consideration will be given any Claim based on lack of knowledge of existing

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conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.

- D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.
- E. Bidder, and any subcontractor it employs, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law).

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.01 Bidders shall promptly notify Ms. Nancy Sims, City Clerk, of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents.
- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach the City Clerk at least four (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.

4.00 BIDDING PROCEDURE

- 4.01 Sealed bids will be addressed to “DEBRIS REMOVAL CONTRACT” City of Boiling Spring Lakes, 9 E. Boiling Spring Road, Southport, NC 28461. Deadline for submittal of bids will be 1:00PM on Wednesday, July 24, 2024, at which time the bid opening will be completed by City Staff, tabulated and posted on the City website. Interested parties are recommended to attend the *Pre-bid Conference* scheduled at 1:00 PM on Wednesday, July 17, 2024 in the City Hall. The City’s Board of Commissioners will make the selection during the next scheduled meeting, following which the selected bidder will be notified.
- 4.02 The complete *original proposal and two (2) copies* shall be submitted on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. *A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.*

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- 4.03 The unit Price Bid Sum shall be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid not later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. **Faxed or E-mailed bids will not be accepted.**
- 4.07 No Bid may be modified, withdrawn, or canceled by the Bidder for a period of NINETY (90) calendar days following the time designated for receipt of bids, and each Bidder agrees in submitting his Bid.

Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his bid after time has been called.

5.00 CONSIDERATION OF BIDS

- 5.01 Rejection of Bids: The CITY shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.
- 5.02 Acceptance of Bid (Award): It is the intent of the CITY to award one (1) Contract; to be awarded to the lowest overall responsible Bidder. Additionally, a secondary CONTRACTOR will be pre-qualified, having the next overall lowest responsible bid. Any CONTRACTOR awarded or pre-qualified is conditional to the Bid(s) being submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The CITY shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in their judgment is in the CITY'S best interest.
- 5.03 The primary CONTRACTOR will be the CITY'S first call for this recovery phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the CITY when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.
- 5.04 If there are no bidders that are clearly lowest on both scopes of work in the Form of Proposal, lowest overall and 2nd lowest overall will be determined by estimated total cost for debris removal utilizing USACE Category 3 estimated event scenario... for the CITY of Boiling Spring Lakes, this has been calculated as having C&D generation of 48,502cy,

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and Vegetative Debris generation of 72,752cy. For C&D volume to weight conversion, FEMA 325 recommended 2cy/ton will be utilized for final determination. However, this does not imply a minimum or maximum quantity for the award.

5.05 The CITY of Boiling Spring Lakes will make all decisions on which part of the contract to activate.

6.00 **INSURANCE**

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

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

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

UMBRELLA LIABILITY INSURANCE providing as excess above the underlying COMMERCIAL GENERAL LIABILITY INSURANCE, AUTOMOBILE LIABILITY INSURANCE, EMPLOYERS LIABILITY INSURANCE AND OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE policies required by this contract. This coverage shall provide excess limits at least in the amount of \$1,000,000 per occurrence, combined single limits applicable to claims arising out of bodily injury and/or property damage. The parties named as additional insured under the primary underlying policies are to be included as additional insured under the Umbrella Liability Insurance Coverage.

7.00 **TIME/COMPLETION SCHEDULE**

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7.01 This contract will be valid for the period beginning August 15, 2024 and ending June 30, 2026. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste within 2 days of notice to proceed as set forth in Part I, Section 21.00, by fax or email and followed by regular mail from the City Manager or his designee. Completion of project will be at the discretion of the City Manager.

7.02 Completion will be at the discretion of the City Manager or his/her designee.

8.00 PAYMENTS

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

8.02 Subcontractor payment verification. All subcontractors must register with the CITY prior to beginning work for the CONTRACTOR. Each listed subcontractor will be required to confirm receipt of payment from CONTRACTOR through a “Subcontractor’s Final Affidavit, Waiver and Release” prior to the CITY issuing final payment to the CONTRACTOR. CONTRACTOR will also prepare an Affidavit of Payment of Debts and Claims and to be verified with a Consent of Surety Company to Final Payment.

9.00 SAFETY

9.01 CONTRACTOR shall provide a safe working environment and will be solely responsible for maintaining safety at all work sites. CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to any work site, to include traffic control.

10.00 LOCATIONS FOR DISPOSAL

10.01 Vegetative Debris will be delivered to either of two permitted Vegetative reduction and disposal sites; to American Property Experts, 2831 N Kerr Ave., Wilmington, NC 28405 facility, approximately 27 miles from the Boiling Spring Lakes City Hall or American Property Experts, 606 Sunnyvale Dr., Wilmington, NC 28412 facility, approximately 25 miles from the Boiling Spring Lakes City Hall. Tipping fees will be the responsibility of the CITY.

10.02 Brunswick County’s current direction is the C&D Landfill / Transfer Station will not be made available to contractors and municipalities following a large magnitude disaster. Therefore, the CONTRACTOR will be required to deliver C&D Debris to the GFL Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro,

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N.C. This facility is approximately 90 miles from the Boiling Spring Lakes City Hall. Tipping fees will be the responsibility of the CITY.

- 10.03 Any location equal to or less than 15 miles from the Boiling Spring Lakes City Hall. Currently Brunswick County advises that the Brunswick County C&D Landfill / Transfer Station will not accept C&D and Vegetative Debris from large disaster recovery efforts of municipalities of Brunswick County. If the disaster event is deemed small enough, or the Brunswick County Landfill revises their position, this site may be available and the CONTRACTOR must be prepared to deliver C&D and Vegetative Debris to this location for disposal. The facility is located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 15 miles from the Boiling Spring Lakes City Hall. Tipping fees will be the responsibility of the CITY.

11.00 PERFORMANCE REQUIREMENTS

11.01 Performance and Payment Bond:

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

11.02 The CITY'S Right to Perform:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a two-day period after receipt of written notice from the CITY to commence and continue correction of such default or neglect with diligence and promptness, the CITY may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the CITY's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the CITY.

12.00 TERMINATION BY THE CITY FOR CAUSE:

12.01.1 The CITY may terminate the contract if the CONTRACTOR:

- a. repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;

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- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
 - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. otherwise, is guilty of substantial breach of a provision of the Contract Documents.
- 12.01.2 When any of the above conditions exist, the CITY may without prejudice to any other rights or remedies of the CITY and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:
- a. accept assignment of subcontracts; and/or
 - b. finish the work by whatever reasonable method the CITY may deem expedient; and/or
 - c. pay from the Payment Bond Posted, as required in Section 11.01 of Part I – Instructions To Bidders, any and all parties seeking retribution (for damages, subcontracts, etc.) with regards to this Debris Removal Contract from the CONTRACTOR.
- 12.01.3 In the event the CITY terminates this contract on the basis on any of the conditions set forth in Subparagraph 12.01.1 above, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.
- 12.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the CITY's services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY within thirty (30) days after the CITY provides written notice of the same to CONTRACTOR. This obligation for payment shall survive termination of the contract.
- 12.01.5 **Termination for Convenience;** the CITY or Contractor may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the other party. If the contract is terminated by the CITY as provided herein, the contractor will be paid per the contract for work completed as of the date of termination.

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13.00 ESTIMATED QUANTITIES

- 13.01 The CITY makes no guarantee as to the quantities the CONTRACTOR will actually remove, nor the activation of this contract.
- 13.02 Brunswick County provides solid waste services (household refuse) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the CITY.
- 13.03 North Carolina Department of Transportation (NCDOT), NCDOT will have primary responsibility for vegetative and sand debris removal efforts of Federal and State Highways, and Federal Aid Secondary Routes; for the City of Boiling Spring Lakes this includes NC 87, East Boiling Spring Road (SR 1539) and Cougar Road. Through Memorandum of Agreement with NCDOT, the City of Boiling Spring Lakes can request release of these routes and assume responsibility for debris removal and apply for reimbursement. Therefore, upon directive from the City Manager, the CONTRACTOR must be prepared to remove vegetative debris from NC 87, East Boiling Spring Road (SR 1539) and Cougar Road within the incorporated limits of the CITY.
- 13.04 Through conversation and understanding with NCDOT, the CITY and/or its Debris Removal CONTRACTOR will have primary responsibility for the removal of construction and demolition debris (C&D) from NC 87, East Boiling Spring Road (SR 1539) and Cougar Road within the incorporated limits of the CITY.

14.00 PERSONNEL

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

15.00 CONFLICT OF INTEREST

- 15.01 No elected or appointed official or paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

16.00 OTHER LAWS AND REGULATIONS

- 16.01 The parties acknowledge that FEMA financial assistance may be used to fund the contract. CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision

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or other land use controls. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- et seq.), and will report violations to the CITY, FEMA and the Regional Office of the Environmental Protection Agency (EPA).

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

16.02 CONTRACTOR, and any subcontractor it employs, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law).

16.03 The CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency which may be contained within an energy conservation plan issued by the State of North Carolina in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

17.00 NON-DISCRIMINATION - EQUAL EMPLOYMENT OPPORTUNITY

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

17.01 The CONTRACTOR will not discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. 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, 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 setting forth the provisions of this nondiscrimination clause

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- 17.02 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 considerations for employment without regard to race, color, religion, sex or national origin.
- 17.03 The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 17.04 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.
- 17.05 The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 17.06 In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- 17.07 The CONTRACTOR will include the sentence immediately preceding paragraph (29.01) and the provisions of paragraphs (29.01) through (29.07) 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 I 1246 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 18.00 **MINORITY BUSINESS ENTERPRISE (MBE) AND HISTORICALLY UNDERUTILIZED BUISNESSES (HUB)**

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

- 18.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- 18.02 Ensure 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.
- 18.03 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.
- 18.04 Provide technical assistance as needed.
- 18.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

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

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

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

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

19.00 INTERPRETATION

All of the terms and conditions contained herein, "and in the Documents" shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

20.00 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- 20.01 The contractor agrees to provide CITY, North Carolina, North Carolina Department of Public Safety, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 20.02 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 20.03 The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- 20.04 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of three (3) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

21.00 WRITTEN NOTICE TO PROCEED

- 21.01 The CITY shall issue an official written notice to proceed for the services referenced in this contract. The notice shall be sent via email and/or facsimile followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the

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written notice to proceed has been sent and received by the CONTRACTOR. Upon CITY request, CONTRACTOR must acknowledge receipt of the written notice to proceed by writing to Mr. Gordon Hargrove, City Manager, by fax # (910) 363-0029 or email ghargrove@cityofbsl.org, and followed by regular mail.

22.00 QUALIFICATIONS OF CONTRACTOR

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

22.01.1 Most recent completed Annual Financial Report

22.01.2 A notarized Statement of Current Legal Events

- Bankruptcy Proceedings
- Suits
- Liens
- Any Litigation that could detrimentally effect performance of this Scope of Work

22.01.3 Surety Company Name, Contact Name and telephone #

22.01.4 Listing of Sureties Secured past 5 years and amounts

22.01.5 Insurance Company Name, Contact Name and telephone #

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

22.01.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s

22.01.8 List of Company Owned Equipment available to service the CITY Debris Removal Contact

22.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations.

22.01.10 A subcontract plan including a clear description of the percentage of the work the CONTRACTOR may subcontract. A list of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the City of Boiling Spring Lakes Debris Removal Contact with Contact Name and telephone #'s

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23.00 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

23.01 No subcontractor or lower-tier subcontractor subcontracting for any or part of the subcontract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed in such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation

24.00 DHS SEAL, LOGO, AND FLAGS

24.01 Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

25.00 NO OBLIGATION BY FEDERAL GOVERNMENT

25.01 The CITY and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, the CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

26.00 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim,

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART I – INSTRUCTIONS TO BIDDERS

statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

27.00 AMENDMENTS

This agreement contains the complete understanding between the parties, and any amendment, modification or changes shall be in writing, and executed by the parties hereto.

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART II – SCOPE OF WORK

1.00 GENERAL

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

2.00 SCOPE OF WORK

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

2.01 CONTRACTOR will **gather, load and haul** Vegetative Debris (including containerized or bagged vegetative debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the TOWN to either of two **permitted Vegetative reduction and disposal sites**; American Property Experts 2831 N Kerr Ave., Wilmington, NC 28405 facility, approximately 27 miles from the Boiling Spring Lakes City Hall or American Property Experts 606 Sunnyvale Dr. Wilmington, NC 28412 facility, approximately 25 miles from the Boiling Spring Lakes City Hall. An approved monitoring tower(s) must be made available as necessary for use during activation of this contract at any DMS facility for the monitoring contractor to view each load of Vegetative Debris received or destined for disposal. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes.***

2.02 CONTRACTOR will **gather, load and haul** C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the CITY to the GFL Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 90 miles from the Boiling Spring Lakes City Hall. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes.***

2.03 If directed, CONTRACTOR will **gather, load and haul** Vegetative and C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the CITY to any facility equal to or less than 15 miles from the Boiling Spring Lakes City Hall. Which includes the

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART II – SCOPE OF WORK

Brunswick County C&D Landfill / Transfer Station if it will accept C&D and Vegetative Debris the which is located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 15 miles from the Boiling Spring Lakes City Hall. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes.***

- 2.04 The CONTRACTOR will not enter or remove debris from private property.
- 2.05 The CONTRACTOR will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the CONTRACTOR will notify the debris monitor and skip said pile until a decision is made on its proper management. ***White goods will be left for disposal under a separate contract.***
- 2.06 Curbside segregation of debris and disaster-generated or related wastes will be an element of the disaster recovery program. The CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) or E-waste encountered by the debris removal CONTRACTOR is to be set aside. HHW and E-waste disposal will be the responsibility of the resident. See Household Hazardous Waste (HHW) definition Part 1, 1.06.
- 2.07 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.
- 2.08 A crew must gather, load, haul and dispose a minimum of 250 cy of debris per work day. All crews must utilize mechanical loading and self-dumping equipment and will reasonably compact all loads.
- 2.09 All crews must utilize ground support personnel with appropriate traffic control devices per Manual of Uniform Traffic Control Devices (MUTCD), rakes, shovels, etc. are expected at each removal location and each site will be expected free of debris prior to moving to the next location.
- 2.10 CONTRACTOR is to be fully aware of the City of Boiling Spring Lake's incorporated limits and will not remove debris outside of the limits. CONTRACTOR is solely responsible for any debris removal conducted outside of the incorporated limits or determined FEMA ineligible. The City of Boiling Spring Lakes will have no obligation for payment for any work conducted outside of the incorporated limits or determined FEMA ineligible.

3.00 UNIT PRICE SCHEDULE

The contract will be for payment on a unit price basis. Unit prices include all

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART II – SCOPE OF WORK

necessary, mobilization, insurance, overhead, profit and applicable taxes. Tipping fees will be the responsibility of the CITY and are not to be included in this request for proposal.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to GFL Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 90 miles from the from the Boiling Spring Lakes City Hall. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes.***

Unit of Measurement: Ton

Unit price No. 2

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits to either of two **permitted Vegetative reduction and disposal sites**; American Property Experts, 2831 N Kerr Ave., Wilmington, NC 28405 facility, approximately 27 miles from the Boiling Spring Lakes City Hall or American Property Experts, 606 Sunnyvale Dr., Wilmington, NC 28412 facility, approximately 25 miles from the Boiling Spring Lakes City Hall. An approved monitoring tower(s) must be made available as necessary for use during activation of this contract at any DMS facility for the monitoring contractor to view each load of Vegetative Debris received or destined for disposal. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes.***

Unit of Measurement: Cubic Yard

Alternative Schedule:

Unit price No. 3

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to a directed permitted facility that is within 15 miles of the Boiling Spring Lakes City Hall. This includes the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes***

Unit of Measurement: Ton

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART II – SCOPE OF WORK

Unit price No. 4A

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits to a directed permitted facility that is within 15 miles of the Boiling Spring Lakes City Hall. This includes the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. An approved monitoring tower(s) must be made available as necessary for use during activation of this contract at any DMS facility for the monitoring contractor to view each load of Vegetative Debris received or destined for disposal. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes***

Unit of Measurement: Cubic Yard

Unit price No. 4B

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits to a directed permitted facility that is within 15 miles of the Boiling Spring Lakes City Hall. This includes Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. An approved monitoring tower(s) must be made available as necessary for use during activation of this contract at any DMS facility for the monitoring contractor to view each load of Vegetative Debris received or destined for disposal. ***Tipping fees will be the responsibility of the City of Boiling Spring Lakes***

Unit of Measurement: Ton

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Mr. Gordon Hargrove, City Manager
City of Boiling Spring Lakes
9 E. Boiling Spring Road,
Southport, NC 28461

DATE: _____ FROM: _____
(Bidder/CONTRACTOR)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF BOILING SPRING LAKES, PHASE II - DEBRIS REMOVAL CONTRACT*** dated June 6, 2024 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

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

1) Unit Price No. 1 \$ _____ /ton

2) Unit Price No. 2 \$ _____ /cubic yard

3) Unit Price No. 3 \$ _____ /ton

4A) Unit Price No. 4A \$ _____ /cubic yard

4B) Unit Price No. 4B \$ _____ /ton

Signature

Title

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated June 6, 2024, have been read and understood.

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

1.00 Suspension and Debarment

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY and North Carolina Department of Public Safety, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.01 Where the bidder is unable to certify to any of these statements in this certification, he or she shall attach an explanation to this application.

2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:

3.00 Currently complies with all applicable State and Federal Laws:

4.00 Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

5.00 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Firm

Name of Firm Representative

Title

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

Address of Firm

Telephone Number

Date

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF BRUNSWICK

AGREEMENT BETWEEN

THE CITY OF BOILING SPRING LAKES, NORTH CAROLINA

AND

THIS AGREEMENT, made this the _____ day of _____, 2024, by and between the CITY OF BOILING SPRING LAKES, NORTH CAROLINA (hereinafter called "CITY"), a municipal corporation located in Brunswick County, North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

1. Purpose

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached, PARTS I – IV, CITY OF BOILING SPRING LAKES, PHASE II - DEBRIS REMOVAL CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

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

STATEMENT OF AGREEMENT

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

- 1) AVAILABILITY. CONTRACTOR agrees to make available for use within the City of Boiling Spring Lakes the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

by the authorized officials of the City of Boiling Spring Lakes.

- 2) WORK. The work is described in the CITY OF BOILING SPRING LAKES, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID AND CONTRACT DOCUMENTS. The instructions to bidders and contract documents captioned “CITY OF BOILING SPRING LAKES, PHASE II - DEBRIS REMOVAL CONTRACT” consisting of thirty pages dated June 6, 2024 and consisting of Part I – Instructions to Bidders, Part II – Scope of work, Part III – Form of Proposal, Part IV - Statement of Assurances and Compliance and Part V – Execution of Agreement, are incorporated herein as if set out in full as terms of this Contract.
- 4) COMPENSATION. CONTRACTOR will be compensated at the unit price rates per cubic yard or tonnage as set out in Part III – Form of Proposal of the CITY OF BOILING SPRING LAKES, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. Contract initiation is set out as described in Section I, Instructions to Bidders, and 21.01 Notice to Proceed. Following the contract activation, CONTRACTOR shall be entitled to act upon verbal instructions given by the CITY Manager or Mayor of the City of Boiling Spring Lakes, and shall not be required to determine whether approval of the full Board of Commissioners has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective beginning August 15, 2024 and shall remain effective until June 30, 2026.
- 7) INDEMNITY. CONTRACTOR indemnifies and saves the City of Boiling Spring Lakes, its elected and appointed officials, officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’s performance under this agreement.
- 8) INTEGRATED AGREEMENT. This agreement, including the Bid and Contract Documents, constitute the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. This agreement may not be modified or assigned except by further written agreement by and between the parties.
- 9) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

- 10) NON-ASSIGNMENT. CONTRACTOR may not assign this Contract without the express written consent of the City of Boiling Spring Lakes.
- 11) SEVERABILITY. Any provision or part of this Agreement or the Documents that is held by a court of competent jurisdiction to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR who further agree that the Documents shall be reformed to replace any such void or unenforceable provision with a valid and enforceable provision conforming with the intention of the stricken provision.
- 12) WAIVER. The waiver by either party of a breach or violation of any provision of this Agreement or the Documents shall not operate as or be construed to be a waiver of any other provisions therein.
- 13) MEDIATION AND VENUE. Prior to the commencement of any litigation, the parties agree to attempt to settle any dispute arising hereunder by mediation before a North Carolina certified mediator selected by agreement between the parties. Each party agrees to pay one-half (1/2) of the mediator's fee. Notice of the demand for mediation shall be in writing and sent to the other party within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when commencement of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The venue for any litigation arising hereunder shall be Brunswick County, North Carolina.

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR have caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF BOILING SPRING LAKES, NORTH CAROLINA

BY: _____
Mayor

ATTEST:

CITY Clerk

APPROVED AS TO FORM:

CITY Attorney

CITY FINANCIAL CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 20_____.

CITY Finance Officer

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

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

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

Notary Public

(SEAL)

My Commission Expires:

CITY OF BOILING SPRING LAKES
PHASE II - DEBRIS REMOVAL CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: _____

ATTEST:

BY:

President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

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

Notary Public

My commission expires: _____

(SEAL)