

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

NOTICE

Upon receiving this proposal, email dtalbert@villagebhi.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 VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA, a Municipal Corporation located in Brunswick County (hereinafter called "VILLAGE"); 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 VILLAGE hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: 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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PART I – INSTRUCTIONS TO BIDDERS

1.00 DEFINITIONS

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Sand Debris Removal, Sifting and Placement is to include gathering, loading, hauling, sifting and berm placement and shaping of Sand Debris from roads, rights-of-way and designated Public Property within the incorporated limits of the Village.

2.00 BIDDER REPRESENTATIVES

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

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3.00 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.01 Bidders shall promptly notify Mr. Calvin R. Peck, Village Manager, 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 Mr. Calvin R. Peck, Village Manager, 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 “***SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT CONTRACT***”, Village Manager, PO Box 3009, 106 Lighthouse Wynd, Bald Head Island, NC 28461. Deadline for submittal of bids will be 1:30pm on Thursday, May 5, 2011. At which time the bid opening and reading will take place in the Bald Head Association meeting room, 111 Lighthouse Wynd, Bald Head Island, NC, and be open to the public. A recommendation will be submitted to the Village Council no later than the next scheduled meeting of the Village Council, following which the selected bidder will be notified.
- 4.02 All bids shall be submitted *in duplicate* on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. ***A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.***
- 4.03 The unit Price Bid Sum shall be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and may considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid no later than the hour and date established for deadline for acceptance of bids. After

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that time, no bids will be received, nor may they be withdrawn. *Faxed or E-mailed bids will not be accepted.*

4.07 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. Sureties and principals are advised that the Village cannot give consideration to any plea of "error" in preparation of the Bid.

4.08 A *mandatory pre-bid conference* is scheduled for 1:30 PM on Thursday, April 21, 2011, in the Bald Head Association meeting room, 111 Lighthouse Wynd, Bald Head Island, NC.

5.00 **CONSIDERATION OF BIDS**

5.01 Rejection of Bids: The Village shall have the right to reject any or all Bids and/or waive any informality or irregularity in the bid.

5.02 Acceptance of Bid (Award): It is the intent of the Village to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The Village 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 its judgment is in the Village's best interest.

6.00 **INSURANCE REQUIREMENTS**

6.01 Insurance Requirements: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and after such insurance, provided by insurers of financial standing acceptable to the VILLAGE, has been approved by the VILLAGE. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by any Sub-contractor to the CONTRACTOR.

6.01.1 The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

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- 6.01.2 The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The VILLAGE shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000 per occurrence, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Endorsements #CG 20 33 07 04 and CG 21 37 07 04 naming Village of Bald Head Island as an additional insured under this policy shall be included.
- 6.01.3 The CONTRACTOR shall take out and maintain OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE. The Village of Bald Head shall be included as the named insured under this policy. Unless otherwise specified this coverage shall be written providing limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.
- 6.01.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE/VEHICLE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles. Unless otherwise specified, this coverage shall be written providing limits at least in the amount of \$1,000,000, per occurrence, Combined Single Limits.
- 6.01.5 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 \$2,000,000 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.

The CONTRACTOR shall furnish the schedule of insurance carried under this

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contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the VILLAGE by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

7.00 TIME/COMPLETION SCHEDULE

7.01 This contract will be valid for the period beginning July 1, 2011 and ending June 30, 2013. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste. **CONTRACTOR will begin Sand Debris Removal, Sifting and Placement operations within 5 days of written notice to proceed,** as set forth in Part I, Section 33.00, by fax and followed by regular mail from the Village Manager or his designate.

7.02 The CONTRACTOR is to work a minimum of 6 days per week, 10 hours per day as practicable until the project is deemed complete as determined by the Village Manager or his designate.

8.00 CERTIFICATES

8.01 Payment will be made within fifteen (15) days after submission of weekly pay applications (invoices). **Payment will be based unit price as determined by the Village or it's designate. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Village Manager.**

9.00 SAFETY

9.01 CONTRACTOR shall be solely responsible for maintaining safety, at all work sites. CONTRACTOR shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.

10.00 LOCATIONS FOR SAND BERM PLACEMENT

10.01 Sand Debris will be taken to the Bald Head Association “common area” on the corner of South Bald Head Wynd and Salt Meadow Trail, in front of the Bald Head Island Club, or Alternate Site (see Section 11.02). This will be the location for staging and sifting operations. Sifted sand will be placed back on the public beach berm in areas designated by the Village Manager or his designate and

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shaped accordingly and in conjunction with any required permits. Any Vegetative or C&D (Construction and Demolition Debris) removed from the sand during sifting operations will be sorted and made available for removal by the Phase II Vegetative and C&D Debris Removal/ Disposal Contractor.

11.00 LOCATION FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITE (TDSR)

11.01 The Village of Bald Head Island through agreement with and Right of Entry with a private property owner, shall make available to the CONTRACTOR the Bald Head Association “common area” on the corner of South Bald Head Wynd and Salt Meadow Trail, in front of the Bald Head Island Club (see Figure 1). This tract of property is 2.14 Acres with excess of 1.5 acres useable as a TDSR for sand debris storage and sifting operations.

The CONTRACTOR upon completion of debris sifting, storage and placement, and no *later than 20 days following receipt of final load of disaster generated debris*, CONTRACTOR shall return the Swan’s Quarter Tract to pre-contract conditions and confirmed acceptable in writing by Village Manager or his designee prior to the release of funds for the final invoice.

Figure 1



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11.02 In the event the Bald Head Association “Common Area” is unavailable through act of God, government order, or other circumstance beyond control of the VILLAGE, the VILLAGE shall designate an alternate site (“Alternate Site”) located on Bald Head Island, North Carolina which CONTRACTOR shall use to perform this agreement.

The CONTRACTOR upon completion of debris sifting, storage and placement shall return the Alternate Site to pre-contract conditions and confirmed acceptable in writing by Village Manager or his designate prior to the release of funds for the final invoice.

11.03 The CONTRACTOR shall maintain access roads, ingress and egress, to include traffic control and overall site safety of any site utilized as a TDSR during the VILLAGE’S Sand debris removal, sifting operations.

12.00 SPECIAL TRANSPORTATION NOTICE and CONSIDERATION

The Village of Bald Head Island is accessible by water only. There are no bridges servicing the Island. Access to the Island is by private passenger ferry, private contractor barge, and by private motor vessel.

12.01 Contractor will be responsible for all mobilization costs (personnel and equipment) associated with the barge and ferry. Contractor will be responsible for negotiation of all aspects of barge and ferry transportation to include costs and time schedules.

12.02 The Village of Bald Head Island street system is designed for electric golf cart use; typical asphalt roadway is approximately twelve (12) feet wide. Contractor is advised to consider this limited roadway when specifying equipment for utilization.

12.03 During the activation of this contract, the Village of Bald Head will waive the Internal Combustion Engine (ICE) use tax for vehicles and equipment utilized specifically for this project.

13.00 PERFORMANCE REQUIREMENTS

13.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in an aggregate amount on One Million Dollars (\$1,000,000.00) throughout

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the contract execution period, when the Village Manager requests initiation of this Sand Debris Removal, Sifting and Placement Contract, until such time as the scope of work contained in this contract is completed as determined by the Village Manager.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

13.02 Village's right to carry, out the work:

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 Village to commence and continue correction of such default or neglect with diligence and promptness, the Village may without prejudice to other remedies the Village may correct such deficiencies. In the event the Village sends written notice of the same contract deficiency on two or more occasions, regardless if the contractor corrects such deficiencies, the Village may without prejudice to other remedies the Village may 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 Village'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 Village.

14.00 **TERMINATION BY THE VILLAGE FOR CAUSE:**

14.01.1 The Village may terminate the contract if the CONTRACTOR:

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- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
 - b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
 - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 14.01.2 When any of the above reasons exist, the Village may without prejudice to any other rights or remedies of the Village 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
 - b. finish the work by whatever reasonable method the Village may deem expedient; and
 - c. pay from the Payment Bond Posted, as required in Section 13.01 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.
- 14.01.3 When the Village terminates the contract for one of the reasons stated in Subparagraph 14.01.1, the CONTRACTOR shall not be entitled to receive further payment until the work is finished.
- 14.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the Village'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 Village. This obligation for payment shall survive termination of the contract.
- 14.01.5 This agreement may be terminated without cause by either party with sixty (60) days written notice.

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14.01.6 Nothing contained herein shall prevent the VILLAGE from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

15.00 ESTIMATED QUANTITIES

15.01 The VILLAGE makes no guarantee as to the quantities of Sand the CONTRACTOR will actually remove, sift or replace on the public berm.

16.00 PERSONNEL

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

17.00 CONFLICT OF INTEREST

No paid employee of the VILLAGE shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

18.00 NON-WAIVER OF RIGHTS

It is agreed that the VILLAGE 'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

19.00 FINDINGS CONFIDENTIAL

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the VILLAGE. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate VILLAGE officials without prior written approval of the VILLAGE. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the VILLAGE.

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20.00 ENTIRE AGREEMENT

This agreement constitutes the entire understanding of the parties.

21.00 BINDING EFFECT

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

22.00 CONTINUING OBLIGATION

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

23.00 REFERENCE

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

24.00 INTERPRETATION

All of the terms and conditions contained herein 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.

25.00 PREAUDIT

This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by Village Purchase Order No. _____ which is incorporated as if fully set out.

26.00 MINORITY BUSINESS ENTERPRISE (MBE)

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

- 26.01 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.

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- 26.02 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.
- 26.03 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.
- 26.04 Provide technical assistance as needed.
- 26.05 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), 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 VILLAGE.

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

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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.

27.00 IMMUNITY NOT WAIVED

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the VILLAGE 'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

28.00 SAVING CLAUSE

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

29.00 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, 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.

30.00 AMENDMENTS

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

31.00 NON-DISCRIMINATION

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person

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participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at VILLAGE 'S option, in a termination or suspension of this agreement in whole or in part.

32.00 RECORDS RETENTION AND REVIEW

32.01 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the VILLAGE 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.

33.00 WRITTEN NOTICE TO PROCEED

33.01 The Village 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 Village be liable for any services rendered unless the written notice to proceed has been sent and received by the CONTRACTOR. Upon VILLAGE request, CONTRACTOR must acknowledge receipt of the written notice to proceed by writing to Mr. Calvin Peck, Village Manager, by fax # (910) 457-6206 or email cpeck@villagebhi.org, and followed by regular mail.

34.00 INDEMNIFICATION

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

35.00 QUALIFICATIONS OF CONTRACTOR

35.01 CONTRACTOR will be required to provide proof of previous experience performing Debris Removal Services as the prime CONTRACTOR for a single contract equal to or greater than 100,000 cy of Debris.

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- 35.02 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:
- 35.02.1 Most recent completed Annual Financial Report
 - 35.02.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report
 - 35.02.3 Surety Company Name, Contact Name and telephone #
 - 35.02.4 Listing of Sureties Secured past 5 years and amounts
 - 35.02.5 Insurance Company Name, Contact Name and telephone #
 - 35.02.6 Debris Removal Experience (one of which must be in excess of 100,000 cy as the Prime Contractor) the past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s
 - 35.02.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
 - 35.02.8 List of Company Owned Equipment available to service the Village of Bald Head Sand Debris Contract
 - 35.02.9 List of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the Village of Bald Head Sand Debris Contract with Contact Name and telephone #'s
 - 35.02.10 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to sand debris removal, sifting and berm placement operations.
 - 35.02.11 CONTRACTOR is required to submit a Debris Management Site Plan for the Sand Debris (TDSR) named in section 11.01, or any TDSR, to include a Site Health & Safety Plan with training schedule and Environmental Management and Monitoring Plan identifying baseline data for each location and ingress/egress for sites.

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PART II – SCOPE OF WORK

1.00 **GENERAL**

1.01 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. The Village of Bald Head will obtain any Right of Entry required to complete the “Scope of Work” for the utilization of the Bald Head Association Common Area or Alternate Location.

1.02 Performance: The quality of workmanship concerning the removal of sand debris, site management, sifting, and berm placement and shaping must reflect professional work and conduct. The quality of workmanship and performance of CONTRACTOR must comply with the professional standard of care applicable to CONTRACTOR for similar communities in Brunswick and New Hanover Counties, North Carolina.

2.00 **SCOPE OF WORK**

Phase I of Debris Removal will be the immediate debris clearing from roads and major thoroughfares to reestablish Emergency Services and Vehicle Access. The Village of Bald Head’s own work forces and separate contracts will be issued to complete Phase I of Debris Removal. Following the determination that Phase I Debris Removal has been completed or determined unnecessary, the Village of Bald Head will enact Phase II of Sand Debris Removal, Sifting, and Berm Placement by written notice to proceed to the CONTRACTOR as set forth in Part I, Section 33.00, by fax and followed by regular mail from the Village Manager or his designate. This contract and associated scope of work in this request for proposal of services is exclusively for Sand Debris Removal, Sifting, and Berm Placement.

2.01 Contractor will gather, load and haul Sand Debris from roads, rights-of-way, and designated Public Property within the incorporated limits of the Village to the sand staging and sifting site, Bald Head Association Common Area, on South Bald Head Wynd or Alternate Site.

2.02 Contractor will sift sand, removing debris using a mechanical sifter with final sieve size not to exceed 1” (1-inch) in diameter, per CAMA requirements. The selected contractor will be responsible for the preparation of the Sand Staging Site, access road, management of this site, its coordination, and safety.

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART II – SCOPE OF WORK

- 2.03 Contractor will place sifted sand back on the public beach berm in areas designated by the by the Village Manager or his designate and shaped accordingly and in conjunction with any required permits.
- 2.04 The Contractor will not enter or remove debris from private property.
- 2.05 The contractor will be responsible for damages caused by the contractor to both private and public property.

3.00 **UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

Unit price No. 1

Gather, load and haul Sand Debris from roads, rights-of-way, and designated Public Property within the Village’s incorporated limits to the to the sand staging and sifting site, Bald Head Association Common, on South Bald Head Wynd or Alternate Site.

Unit of Measurement: Cubic Yard

Unit price No. 2

Contractor will sift sand, removing debris using a mechanical sifter with final sieve size not to exceed 1” (1-inch) in diameter, per CAMA requirements. The selected contractor will be responsible for the preparation of the Sand Staging Site, access road, management of this site, its coordination, and safety.

Unit of Measurement: Cubic Yard

Unit price No. 3

Contractor will place sifted sand back on the public beach berm in areas designated by the Village Manager or his designate and shaped accordingly and in conjunction with any required permits. The Village Manager will designate areas of the public beach to build the required berm.

Unit of Measurement: Cubic Yard

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
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PART III – FORM OF PROPOSAL

TO: Mr. Calvin R. Peck, Village Manager
PO Box 3009
106 Lighthouse Wynd
Bald Head Island, NC 28461

DATE: _____ FROM: _____
(Bidder/Contractor)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***VILLAGE OF BALD HEAD – SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT CONTRACT*** dated April 1, 2011 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

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

1) Unit Price No. 1 \$ _____/cubic yard

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

3) Unit Price No. 3 \$ _____/cubic yard

Company Name

Signature

State of Incorporation

Title

(Corporate Seal)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
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 April 1, 2011, have been read and understood.

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

- 1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) 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

Signature

Title

Date

Address of Firm

Telephone Number

State of Incorporation

(Corporate Seal)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

4. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

5. Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 4. of this certification; and

6. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

7. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

8. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 20_____.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice
President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)
_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)
before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,
_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)
corporation, and that by authority duly given and as the act of the corporation, the
foregoing Affidavit was signed in its name by its _____,
(President, Vice President, Assist. Vice President)
sealed with its corporate seal, and attest by himself (or herself) as its

(Secretary, Assist. Sec., Cashier, Assist. Cashier)

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

Notary Public

My Commission Expires:

(SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART V – EXECUTION OF AGREEMENT

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

VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA

BY: _____
Calvin R. Peck, Village Manager

ATTEST:

Debra Talbert, Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE ACCOUNTANT'S 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____.

Finance Officer

Name of Company: _____

ATTEST:

BY: _____
President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART V – EXECUTION OF AGREEMENT

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)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VI – BONDS & SURETIES

PERFORMANCE BOND

VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA

PRINCIPAL: _____

SURETY: _____

BOND AMOUNT: _____

_____ DOLLARS (\$_____)

BOND DATE: _____

CONTRACT NUMBER: _____

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA, hereinafter called the VILLAGE, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the VILLAGE, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the VILLAGE, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue.

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VI – BONDS & SURETIES

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

Secretary

By: _____

Title: _____

SURETY: _____

WITNESS:

By: _____

Title: _____

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VI – BONDS & SURETIES

PAYMENT BOND

VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA

PRINCIPAL: _____

SURETY: _____

BOND AMOUNT: _____

_____ DOLLARS (\$_____)

BOND DATE: _____

CONTRACT NUMBER: _____

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA, hereinafter called the VILLAGE, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the VILLAGE, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VI – BONDS & SURETIES

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

PRINCIPAL:

Secretary

By: _____

Title: _____

SURETY: _____

WITNESS:

By: _____

Title: _____

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VI – BONDS & SURETIES

(TO BE EXECUTED ON BEHALF OF SURETY AGENT)

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20____, before me the subscriber, Notary Public of the State of _____, in and for the County of _____, duly commissioned and qualified came _____, to me personally known, and to me personally known to be the individual who executed the foregoing Payment Bond and Performance Bond: Pages 26, 27, 28, and 29, and he acknowledges the execution of the same, and being by me duly sworn deposes and says that he has Power-of-Attorney from _____, with their principal offices at _____, to execute the preceding instruments in the amount specified in the Payment Bond and Performance Bond on their behalf, that his signature was duly affixed and he subscribed to the said Payment Bond and Performance Bond by authority and direction of said corporation.

IN WITNESS, I have hereunto set my hand and affixed my official seal at the City of _____, the day and year first above written.

Notary Public

My Commission expires:

(SEAL)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VII – ATTACHMENTS

POWER OF ATTORNEY

DOCUMENTS

(Attached hereto original or validated documents which give to individual who signed Contract Bond Power of Attorney for Surety)

VILLAGE OF BALD HEAD ISLAND
SAND DEBRIS REMOVAL, SIFTING AND PLACEMENT
CONTRACT

PART VII – ATTACHMENTS

INSURANCE CERTIFICATES

(Staple Insurance Certificates as required under Part I, Section 6.00 to this sheet)