

INSTRUCTION TO BIDDERS

TIME & MATERIAL DEBRIS REMOVAL - PHASE I
and
DEBRIS REMOVAL - PHASE II
after FIRST 70 HOURS

1.00 **DEFINITIONS**

- 1.01 Bidding documents include the Invitation to Bid, Instructions to Bidders, the Bid Proposal Form, Scope of Work, Statement of Assurances & Compliance and any Addenda issued prior to the receipt of bids.
- 1.02 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.
- 1.03 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.
- 1.04 Vegetative and C & D Debris Removal is to include gathering, loading, hauling of Vegetative Debris and C&D (Construction and Demolition) from roads, right-of-ways, and Town property within the corporate limits of the Town, to the County destination landfill/disposal site.

2.00 **BIDDER REPRESENTATIVES**

2.01 Each Bidder by making his Bid represents that:

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

3.00 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.01 Bidders shall promptly notify **Malcolm "Buddy" E. Dew, Public Works Supervisor**, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.
- 3.02 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Public Works Supervisor at least (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidders Documents will be made by Addenda. Interpretations, correction 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.

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4.00 BIDDING PROCEDURE

- 4.01 Bids will be addressed to “**DEBRIS REMOVAL PROPOSAL**” at 102 Dolphin Street, Cape Carteret, NC 28584. Deadline or submittal of bids will be **5 p.m., Friday, June 4, 2010**. The bid opening is scheduled for noon on **Monday, June 7, 2010** in Town Hall at which time the bids will be opened and read aloud. Bid tabulation will be available following reading of the bids. The Board of Commissioners **may** award the contract at the **June 21, 2010** regular Board of Commissioners Meeting.
- 4.02 All Bids shall be submitted on the form included with the Bid Documents, signed by the person or person(s) legally authorized to bind the Bidder to a proposal/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, alterations or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid on 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. **FAXED BIDS WILL NOT BE ACCEPTED.**
- 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.
- 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. 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 modifications of his bid after receipt thereof.

Sureties and principals are advised that the Town cannot give consideration to any plea of “error” in preparation of the Bid.

5.00 CONSIDERATION OF BIDS

- 5.01 Rejection of Bids: The Town shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a bid which is in any way incomplete.
- 5.02 Acceptance of Bid (Award): While cost is always an important factor in any project, public or private, your bid proposal won’t necessarily be selected based on cost alone. The successful bidder will be selected based on the overall best value as perceived by the Board of Commissioners (BOC). The Town shall have the right to reject any or all bids and/or waive any informality or irregularity in any bids received and to accept the Bid which in their judgment is in the Town’s best interest.

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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. Certificate for Workers Compensation and General Liability will be required of the success bidder prior to work. The Contractor shall maintain at a minimum the following limits of liability.

Worker's Compensation	\$ 100,000
Contractor's General Liability	\$ 1,000,000
Contractor's Vehicle Insurance	\$ 250,000/500,000 Bodily Injury
	\$ 250,000 Property Damage

6.02 The Contractor's Comprehensive General Liability Insurance shall include coverage for premises operations, independent contractors, completed operations, products and contractual exposures as shall protect the contractor from claims arising out of bodily injury, including accidental death, as well as, claims for property damaged which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, directly or indirectly by either of them.

7.00 **TIME/COMPLETION SCHEDULE**

7.01 This contract will be valid for a period of one year, from **July 1, 2010 thru June 30, 2011**. All dates in this schedule are predicted on a contract being awarded and the site and/or sites open to accept waste within 2 days of notice to proceed.

8.00 **PAYMENT**

8.01 Payment will be made within ten (10) days after submission of weekly pay applications and invoices. Payment will be based on volume as determined by the Town or it's designate.

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 the site including traffic control.

10.00 **LOCATIONS FOR DISPOSAL**

10.01 Currently, Carteret County advises that all C & D from a large magnitude disaster to be taken to **CRSWMA** (Regional Solid Waste Management Authority), Subtitle D Landfill at Tuscarora, physically located at 71400 Old Hwy 70 West, 2 exits past New Bern on Hwy 70. The county will be soliciting bids for a disposal/reduction site for vegetative debris. The site is yet unnamed, however; bids for vegetative debris removal should anticipate round trips of less than 50 miles, which would include the approximate maximum haul to Hibbs Road transfer station is utilized. If Carteret County contracts a site reduction/disposal site for vegetative debris between 50 and 70 miles, allowances for additional length of haul, if necessary will be addressed following confirmation of the final destination with the county and a fair and equitable rate renegotiated by change order.

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11.00 PERFORMANCE REQUIREMENTS

11.01 If the Contractor defaults or neglects to carry out the work in accordance with the contract documents and fails within a seven day period after written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may after such seven day period give the Contractor a second written notice to correct such deficiencies within a second seven day period. If the Contractor, within such a second seven-day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Town may, without prejudice to other remedies, correct such deficiencies, including compensation for the Town's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town.

12.00 TERMINATION BY THE TOWN FOR CAUSE

12.01 The Town may terminate the contract if the contractor:

- a. Persistently or repeatedly refuses or fails to supply enough skilled workers or proper equipment.
- b. Fails to make payments 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 contract documents.

12.02 When any of the above reasons exist, the Town may without prejudice to any other rights or remedies of the Town and after giving the contractor and the contractor's surety, if any, seven 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 Town may deem expedient.

12.03 When the Town terminates the contract for one of the reasons stated in paragraph 12.01, the contractor shall not be entitled to receive further payment until the work is finished.

12.04 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the Town's services and expenses made necessary thereby, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Town. This obligation for payment shall survive termination of the contract.

13.00 ESTIMATED QUANTITIES

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

14.00 PERSONNEL

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

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and

DEBRIS REMOVAL - PHASE II

after FIRST 70 HOURS

15.00 **CONFLICT OF INTEREST**

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

16.00 **OTHER LAWS AND REGULATIONS**

16.01 CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measure in Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued there under.

17.00 **NON-DISCRIMINATION**

17.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program, which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Acts 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 in whole or in part.

SCOPE OF WORK - PHASE I

TIME AND MATERIAL DEBRIS REMOVAL CONTRACT **FIRST 70 HOURS**

1.0 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.
- C. The Contractor shall supervise accomplishment of the work effort, manpower and insure that proper equipment is used. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the contract shall pay for all materials, personnel, taxes and fees necessary to perform the scope of work.
- D. Caution and care must be exercised by the Contractor not to cause any additional damage to the streets, town property, buildings or other permanent fixtures.

2.0 SCOPE OF WORK - MAXIMUM OF 70 hours immediately following the storm.

Immediately following the storm, Public Works Supervisor, Malcolm "Buddy" Dew or the Mayor for the Town of Cape Carteret will coordinate with the contractor the immediate need for the town to removal all hazards to life and property in the Town. Clean up, demolition and removal will be limited to (1) that which is determined to be in the interest of public safety, and (2) that which is considered essential to the economic recovery of the affected areas within the corporate limits of Cape Carteret.

- 2.01 The work will consist of the provision of equipment, manpower to clean up and remove debris as directed by Public Works Supervisor, Malcolm "Buddy" Dew or the Mayor for the Town of Cape Carteret for the first 70 hours maximum following the storm. The Contractor will gather, load, haul vegetative and C & D (construction and demolition) debris from all town street right-of-ways and Town property within the corporate limits of Cape Carteret to the appropriate designated landfill/reduction site as determined by Carteret County.

For reimbursement, FEMA requires load tickets/trip tickets with the truck's number or operator, contractors name, date, time departed, estimated volume/or weight, time returned and a daily summary of all loads hauled. (Load tickets with weight should be issued by the operator at the County designated landfill or transfer station).

- 2.02 The Contractor will not enter or remove debris from private property.

SCOPE OF WORK - PHASE I

TIME AND MATERIAL DEBRIS REMOVAL CONTRACT **FIRST 70 HOURS**

- 2.03 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 Malcolm "Buddy" Dew and skip said pile until a decision is made on the proper management.
- 2.04 The county is soliciting bids for a disposal/reduction site for vegetative debris. The site is yet unnamed, however; bids for vegetative debris should anticipate round trips of less than 50 miles, which would include the approximate maximum haul distance to the Hibbs Road transfer station if it is utilized.

Additional bid for vegetative debris removal is also requested for round trips greater than 50 miles but less than 70 miles.

Allowances for additional length of haul, if necessary, will be addressed following confirmation of the final destination with the county and a fair and equitable rate negotiated by change order.

- 2.05 Currently Carteret County advises that all C & D from a large magnitude disaster be taken to CRSWMA (Craven - Carteret Regional Solid Waste Management Authority) Subtitle D, landfill at Tuscarora, physically located at 71400 Old Highway 70 West, 2 exits past New Bern on Highway 70.

3.0 **TIME AND MATERIAL HOURLY RATES - MAXIMUM 70 HOURS**

The hourly rates for performing the work stipulated in the scope of work document shall include mobilization, equipment, labor, fuel, insurance, overhead, profit, applicable taxes and any other costs associated with the equipment. Labor-man hours shall include protective clothing, fringe benefits, hand tools supervision, transportation and any other costs necessary.

- 4.0 **Cape Carteret reserves the right to reject any or all Time and Materials Proposals.**

**TOWN OF CAPE CARTERET
TIME AND MATERIAL PROPOSAL - PHASE I
- First 70 hours**

PROPOSAL FORM

TO: Time and Material Proposal - Phase I 252-393-8483
Malcolm E. Dew 252-393-7205
Town of Cape Carteret 252-393-6799 Fax
102 Dolphin St. Cell- 252-725-1417
Cape Carteret, NC 28584

DATE: _____/_____/2010

FROM: _____
(Bidder/Contractor)

PHONE: _____ **ADDRESS:** _____

FAX: _____

HOURLY RATE: The undersigned, having carefully examined the Scope of Services for a Time and Material Contract, dated May 5, 2010, proposes to furnish all services, labor, materials and equipment to complete the project in accordance with the scope of services instructions for the following hourly rates: **Maximum 70 hours**

Equipment/Machine/Operator \$ _____/hour

Mobilization/demobilization Cost \$ _____/hour

Hourly Rate/Laborer \$ _____/hour for manpower/chainsaw

(Signature)

(Title)

*Corporate seal
(if applicable)*

The Town of Cape Carteret reserves the right to reject any or all proposals

**TOWN OF CAPE CARTERET
102 DOLPHIN ST.
CAPE CARTERET, NC 28584
(252) 393-8483 FAX (252) 393-6799**

SCOPE OF WORK - PHASE II

**DEBRIS REMOVAL
AFTER first 70 HOURS**

1.0 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.
- C. The Contractor shall supervise accomplishment of the work effort, manpower and insure that proper equipment is used. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the contract shall pay for all materials, personnel, taxes and fees necessary to perform the scope of work.
- D. Caution and care must be exercised by the Contractor not to cause any additional damage to the streets, town property, buildings or other permanent fixtures.

2.0 SCOPE OF WORK

Following the immediate clearing of debris from streets to reestablish emergency services and vehicle access, (Time and Material Debris Removal first 70 hours) Public Works Supervisor, Malcolm "Buddy" Dew or the Mayor of Cape Carteret, will coordinate with the Contractor the immediate need for the Town.

- 2.01 The Contractor will gather, load and haul vegetative and C & D (construction and demolition) debris from all town street right of ways and Town property within the corporate limits of Cape Carteret to the appropriate designated landfill/reduction site as determined by Carteret County.
- 2.02 The Contractor will not enter or remove debris from private property.
- 2.03 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 Malcolm "Buddy" Dew and skip said pile until a decision is made on the proper management.
- 2.04 The Contractor will be responsible for damages caused by the Contractor to both private and public property.
- 2.05 Currently Carteret County advises that all C & D from a large magnitude disaster be taken to CRSWMA (Regional Solid Waste Management Authority) Subtitle D landfill at Tuscarora, physically located at 74100 Old Highway 70 West, 2 exits past New Bern on Highway 70.

SCOPE OF WORK - PHASE II

DEBRIS REMOVAL AFTER first 70 HOURS

- 2.06 The county is soliciting bids for a disposal/reduction site for vegetative debris. The site is yet unnamed, however; bids for vegetative debris should anticipate round trips of less than 50 miles, which would include the approximate maximum haul distance to the Hibbs Road transfer station if it is utilized. Additional bid for vegetative debris removal is also requested for round trips greater than 50 miles but less than 70 miles. Allowances for additional length of haul, if necessary, will be addressed following confirmation of the final destination with the county and a fair and equitable rate negotiated by change order.

3.0 UNIT PRICE SCHEDULE

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

Load tickets are required for each load transported to a landfill site and must include date and time of day in landfill, weight or number of cubic yards and truck number.

Unit Price No. 1:

Gather, load and haul vegetative debris from roads, right of ways, and designated Town property with anticipated round trip of less than 50 miles, which would include the approximate maximum haul distance to the Hibbs Road transfer site if it were utilized.

Unit of Measurement: Cubic Yard*

Unit Price No. 2:

Gather, load and haul C & D debris from roads, right of ways and designated Town property within the incorporated limits to CRSWMA (Craven Regional Solid Waste Management Authority) subtitle D landfill at Tuscarora, physically located at 74100 Old Highway 70 west, 2 exits past New Bern on Highway 70. Approximate round trip distance is 70 miles.

Unit of Measurement: Cubic Yard**

Unit Price No. 3:

Gather, load and haul vegetative debris with anticipated round trip of greater than 50 miles but less than 70 miles.

Unit of Measurement: Cubic Yard*

Unit Price No. 4:

Hourly rate per person for Manpower/laborer and chainsaw.

* **Vegetative storm debris** shall include brush, leaves, twigs, pine cones, tree trunks, and any other woody plant debris placed along the streets right-of-way by residents and businesses located within the Town's corporate limits.

** **Construction & Demolition (C&D)** debris shall consist of all non-vegetative debris not to include white goods.

**TOWN OF CAPE CARTERET
DEBRIS REMOVAL PROPOSAL - PHASE II
after first 70 hours**

PROPOSAL FORM

TO: Debris Removal Proposal - Phase II 252-393-8483
Malcolm E. Dew 252-393-7205
Town of Cape Carteret 252-393-6799 Fax
102 Dolphin St. Cell- 252-725-1417
Cape Carteret, NC 28584

DATE: _____ / ____ /2010

FROM: _____
(Bidder/Contractor)

PHONE: _____ **ADDRESS:** _____

FAX: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, Phase II - Debris Removal Contract and the Scope of Services dated May 5, 2010, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents for the following unit price amounts.

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

Unit Price No 2: \$ _____ /cubic yard

Unit Price No 3: \$ _____ /cubic yard

Hourly Price No 4: \$ _____ /per hour for manpower/chainsaw

(Signature)

(Title)

*Corporate seal
(if applicable)*

The Town of Cape Carteret reserves the right to reject any or all proposals.

**TOWN OF CAPE CARTERET
102 DOLPHIN ST.
CAPE CARTERET, NC 28584
(252) 393-8483 FAX (252) 393-6799**

**TIME & MATERIAL (FIRST 70 HOURS) DEBRIS REMOVAL
and
DEBRIS REMOVAL (AFTER 70 HOURS) CONTRACT**

STATEMENT OF ASSURANCES & COMPLIANCE

The undersigned, as bidder certifies, that the General Conditions and Instructions to Bidders found in the bidding documents dated May 5, 2010, 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 (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1) (b) of this certification; and
 - (d) Have not within a three year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, he or she shall attach an explanation to this application.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document.
- 3.00 Currently complies with all applicable State and Federal Laws.
- 4.00 Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted; and
- 5.00 Such agent is indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Firm Representative & Title

Address

Telephone Number

City, State, Zip

_____/_____/2010
Date