

TOWN OF ATLANTIC BEACH
PHASE II – DEBRIS REMOVAL CONTRACT

PART I – INSTRUCTIONS TO BIDDERS

NOTICE

Upon receiving this proposal by internet or email, email townclerk@atlanticbeach-nc.com 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.

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, hauling of Vegetative Debris and C&D Debris (Construction and Demolition) from roads, rights-of-way, public beaches and designated Public Property within the incorporated limits of the Town to the destination facilities named in Part II, Section 2.05 and 2.06 of this document.

2.00 BIDDER REPRESENTATIONS

- 2.01 Each Bidder by making his Bid represents that:
 - 2.01.1 Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.01.2 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.

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2.01.3 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.

2.01.4 The Bid as submitted is based upon providing the labor, materials, systems 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 Mr. David R. Walker, Town 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 the Town 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 Town Clerk and marked “PHASE II - DEBRIS REMOVAL CONTRACT” at PO Box 10, 125 West Fort Macon Road, Atlantic Beach, NC 28512. Deadline for submittal of bids will be 1:30pm on Wednesday, April 6, 2011, at which time the bid opening and reading will take place in the boardroom of the Town Hall. Interested parties are recommended to attend the *Pre-bid Conference* scheduled at 1:30pm on Wednesday, March 23, 2011, also in the boardroom of the Town Hall. The Town Council will make the selection during the scheduled meeting of April 25, 2011, 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.

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- 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 designed 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 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 or irregular.
- 5.02 Acceptance of Bid (Award): It is the intent of the TOWN to award two (2) Contracts; a primary contract to be awarded to the lowest overall responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The TOWN 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 his judgment is in the TOWN'S best interest.
- 5.03 The primary Contractor will be the TOWN'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 Town when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

6.00 INSURANCE

- 6.01 Careful attention is directed to insurance. The CONTRACTOR should carefully

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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 and Employer's Liability	\$ 500,000 / \$ 500,000
Contractor's General Liability Ins.	\$ 1,000,000
Contractor's Vehicle Ins.	\$ 500,000

(Combined Single Limit – Bodily Injury and Property Damage)

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 Town of Atlantic Beach must be named as an additional insured prior to initiation of the scope of work under the Contractors General Liability Insurance. Automobile Liability Insurance shall include coverage for all owned, hired and non-owned vehicles

7.00 TIME/COMPLETION SCHEDULE

7.01 This contract will be valid for the period from July 1, 2011 through June 30, 2012. 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.

8.00 CERTIFICATES

8.01 Payment will be made within ten (10) days after submission of weekly pay applications (invoices). **Payment will be based on volume as determined by the TOWN or its designate at the awarded unit price. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Town 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 the site, to include traffic control.

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10.00 LOCATIONS FOR DISPOSAL

- 10.01 Coastal Environmental Partnership (CEP) advises that all C&D from a large magnitude disaster be taken to CEP's Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC, on Highway 70.
- 10.02 Carteret County advises that two locations will be made available for the disposal/reduction of vegetative debris for western Carteret County. Through Memorandum of Understanding, the primary site for the Town of Atlantic Beach will be the Newport/ Morehead City Debris Management Site (DMS). The site is approximately located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, Morehead City. Contractors should anticipate round trips of less than 30 miles for this location. An additional bid for Vegetative Debris removal is also requested for round trips greater than 30 but less than 60 miles which will include the Peletier Debris Management Site (DMS) Location, approximately 2.7 miles north of the NC 24/NC58 intersection on NC Highway 58. 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.

11.00 PERFORMANCE REQUIREMENTS

11.01 Performance and Payment Bond:

CONTRACTOR will be required to post a Performance and Payment Bond in an aggregate amount of Five Hundred Thousand Dollars (\$500,000.00) throughout the Contract execution period, when the Town Management requests initiation of Work of this Contract, until such time as the "Scope of Work" contained in this Contract is complete as determined by the Town Management and one year after.

11.02 TOWN'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 (2) day period after receipt of written notice from the TOWN to commence and continue correction of such default or neglect with diligence and promptness, the TOWN may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the TOWN'S additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not

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sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the TOWN.

12.00 TERMINATION BY THE TOWN FOR CAUSE:

- 12.01.1 The TOWN may terminate the contract if the CONTRACTOR:
- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment to perform in a timely manner as determined by the Director of the Public Works or Town Manager;
 - 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 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, 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 TOWN 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 When the TOWN terminates the contract for one of the reasons stated in Subparagraph 12.01.1, 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

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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.

13.02 The TOWN provides solid waste services (household refuse and vegetative debris) 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 TOWN.

13.03 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), NCDOT will have primary responsibility for vegetative and sand debris removal on NC Highway 58 and the Atlantic Beach Causeway. However, upon directive from the Town Manager, the CONTRACTOR must be prepared to remove vegetative debris from NC Highway 58 and the Atlantic Beach Causeway within the incorporated limits of the TOWN.

13.04 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), Atlantic Beach and/or its Debris Removal Contractor will have primary responsibility for the removal of construction and demolition debris (C&D) from NC Highway 58 and the Atlantic Beach Causeway within the incorporated limits of the TOWN.

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.

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.

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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 measures in accordance with any and all regulations and directives from the North Carolina Department of Human 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 thereunder.

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 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 TOWN'S option, in a termination or suspension of this agreement in whole or in part.

18.00 QUALIFICATIONS OF CONTRACTOR

18.01 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:

18.01.1 Most recent completed Annual Financial Report

18.01.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report

18.01.3 Surety Company Name, Contact Name and telephone #

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- 18.01.4 Listing of Sureties Secured past 5 years and amounts
- 18.01.5 Insurance Company Name, Contact Name and telephone #
- 18.01.6 Debris Removal Experience past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s
- 18.01.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- 18.01.8 List of Company Owned Equipment available to service the Town of Atlantic Beach Vegetative and C&D Debris Removal Contract
- 18.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations.
- 18.01.10 List of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the Town of Atlantic Beach Vegetative and C&D Debris Removal Contract with Contact Name and telephone #'s

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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.

1.02 Performance: The quality of workmanship concerning the removal of Vegetative and C&D (Construction and Demolition) Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

Following Phase I, the immediate debris clearing from roads to reestablish Emergency Services and Vehicle Access, the **Town of Atlantic Beach** 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 of Debris Removal.*

2.01 CONTRACTOR will gather, load and haul vegetative (including containerized or bagged vegetative debris) and C&D (Construction and Demolition) debris from roads, rights-of-way, public beaches and designated Public Property within the incorporated limits of the TOWN 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 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.***

2.04 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.

2.05 Currently, Coastal Environmental Partnership (CEP) advises that all C&D (Construction and Demolition) Debris from a large magnitude disaster be taken to CEP's Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC, on Highway 70.

2.06 Carteret County advises that two locations will be made available for the disposal/reduction of vegetative debris for western Carteret County. Through

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PART II – SCOPE OF WORK

Memorandum of Understanding, the primary site for the Town of Atlantic Beach will be the Newport/ Morehead City Debris Management Site (DMS). The site is approximately located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, Morehead City. Contractors should anticipate round trips of less than 30 miles for this location. An additional bid for Vegetative Debris removal is also requested for round trips greater than 30 but less than 60 miles which will include the Peletier Debris Management Site (DMS) Location, approximately 2.7 miles north of the NC 24/NC58 intersection on NC Highway 58. 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.

- 2.07 Per FEMA Regional Guidance # R4-RR-PA-07-07-05-03, Use of Hand Loaded Trailers and Trucks will be reduced by 50% of the observed capacity at the debris disposal site or staging location. This guidance is enforced because of the low compaction rate achieved by hand loading.

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. Tipping fees will be the responsibility of the TOWN 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 CEP (Coastal Environmental Partnership) Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC on Highway 70. Approximate round trip distance is 90 miles.

Unit of Measurement: Cubic Yard

Unit Price No. 2

Gather, load and haul C&D debris from public beaches within the incorporated limits to CEP (Coastal Environmental Partnership) Subtitle D Landfill at Tuscarora, NC, physically located at 7400 Old Highway 70 West, 2 exits past New Bern, NC on Highway 70. Approximate round trip distance is 90 miles.

Unit of Measurement: Cubic Yard

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PART II – SCOPE OF WORK

Unit Price No. 3

Gather, load and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property to the Newport / Morehead City DMS, approximately located at the Carl Garner Rd. / Silver Hill Rd. intersection off of US Highway 70, Morehead City. Contractors should anticipate round trips of less than 30 miles for this location.

Unit of Measurement: Cubic Yard

Unit Price No. 4

Gather, load and haul vegetative debris to the alternative Peletier Debris Management Site (DMS), approximately 2.7 miles north of the NC 24/NC 58 intersection on NC Highway 58, with anticipated round trip of greater than 30 but less than 60 miles.

Unit of Measurement: Cubic Yard

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PART III – FORM OF PROPOSAL

TO: Mr. David R. Walker, Town Manager
Town of Atlantic Beach
PO Box 10
125 West Fort Macon Road
Atlantic Beach, NC 28512

DATE: _____ FROM: _____
(Bidder/CONTRACTOR)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***TOWN OF ATLANTIC BEACH, PHASE II - DEBRIS REMOVAL CONTRACT*** dated February 18, 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
- 4) Unit Price No. 4 \$ _____/cubic yard

Company Name

Signature

Title

State of Incorporation

(Corporate Seal)

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PART IV – STATEMENT OF ASSURANCES AND
COMPLIANCE

The undersigned, as bidder, certifies that the General Conditions and Instructions to Bidders found in the bidding document dated February 18, 2011, 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 proposal 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 performing 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 civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1) (b) of this certification.
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, it will attach an explanation to this proposal.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document; and in any Contract entered into as a consequence of this bid.
- 3.00 Currently comply with all applicable Local, State and Federal Laws.
- 4.00 Are not guilty of collusion with other contractors or vendors possibly interested in this bid or in determining prices to be submitted.

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PART IV – STATEMENT OF ASSURANCES AND
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5.00 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
Signature	Title
Address of Firm	
Telephone Number	
Date	
State of Incorporation	(Corporate Seal)

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PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF CARTERET

AGREEMENT BETWEEN
THE TOWN OF ATLANTIC BEACH, NORTH CAROLINA
AND

_____.

THIS AGREEMENT, made this the _____ day of _____, 2011, by and between the TOWN OF ATLANTIC BEACH, NORTH CAROLINA (hereinafter called "TOWN"), a municipal Corporation located in Carteret County, North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

1. Purpose

The TOWN 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 – V, TOWN OF ATLANTIC BEACH, 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 the public beach, roads, rights-of-way and designated Public Property within the incorporated limits of the TOWN 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 Town of Atlantic Beach the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of the Town of Atlantic Beach.

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PART V – EXECUTION OF AGREEMENT

- 2) WORK. The work is described in the TOWN OF ATLANTIC BEACH, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID DOCUMENTS. The instructions to bidders captioned “TOWN OF ATLANTIC BEACH, PHASE II - DEBRIS REMOVAL CONTRACT” consisting of nineteen pages dated February 18, 2011, 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 as set out in Part III – Form of Proposal of the TOWN OF ATLANTIC BEACH, PHASE II - DEBRIS REMOVAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. CONTRACTOR shall be entitled to act upon verbal instructions given by the Public Works Director, Town Manager or Mayor of the Town of Atlantic Beach, and shall not be required to determine whether approval of the full Town Council has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective commencing July 1, 2011 and shall remain effective until June 30, 2012.
- 7) INDEMNITY. CONTRACTOR indemnifies and saves Atlantic Beach, its 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) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.
- 9) NON-ASSIGNMENT. CONTRACTOR may not assign this Contract without the express written consent of the Town of Atlantic Beach.

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PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the TOWN 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.

TOWN OF ATLANTIC BEACH, NORTH CAROLINA

BY: _____
Mayor

ATTEST:

TOWN Clerk

APPROVED AS TO FORM:

TOWN Attorney

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, _____, a Notary Public of the State and County aforesaid, certify that Kelly L. Cyrus personally came before me this day and acknowledged that she is Town Clerk for the TOWN of ATLANTIC BEACH, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the TOWN of ATLANTIC BEACH, 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:

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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 company'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)