CRAVEN COUNTY, NORTH CAROLINA

Request for Proposal

For

Disaster Debris Removal and Clearance Services

Proposal Deadline September 2, 2011

8:00 a.m. EDT

Craven County, North Carolina
Request for Proposals
Disaster Debris Clearance and Removal Services

SECTION 1 – INTRODUCTION

Craven County ("COUNTY") seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency clean-up activities associated with a hurricane, storm, tornado or other natural or manmade disaster. Proposing firms ("CONTRACTOR") must, at a minimum, have performed at least five (5) debris removal, reduction and disposal operations in excess of 500,000 cubic yards and provide references for the communities where these operations took place within the last seven (7) years.

The resulting contract term will be for three (3) years with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties. Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five percent (5%), whichever is less. CONTRACTOR shall submit the requested price adjustments to COUNTY'S designated contract administrator thirty days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the County Manager to act as the "COUNTY DEBRIS MANAGER" or the COUNTY DEBRIS MANAGER'S authorized representative.

There are 8 incorporated municipalities within Craven County. They include: Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, and Vanceboro. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract.

It is the intent of Craven County to allow local governments and other governmental agencies within its jurisdictional boundaries to utilize the contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to CONTRACTOR requirements, scope, price schedules, or term be submitted to Craven County in writing for acceptance and approval as the originator of the contract.

Copies of the RFP forms may be obtained by contacting Craven County Solid Waste Director, Mr. Rusty Cotton, 406 Craven Street, New Bern, NC 28560, 252-636-6659 or on the Craven County Government website at www.cravencounty.com. Select Bid Opportunities from the list on the right of the webpage, and then click on Request for Proposals Disaster Debris Clearance and Removal Services under Open Bids.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section, 2.2 Proposal Submittal Requirements. Failure to follow these instructions may be

considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process.
No proposal may be considered or accepted unless at the time of its filing the bid shall be accompanied by a bid bond in the amount of five percent (5%) of the bid price, SCHEDULE 1-UNIT RATE PRICE SCHEDULE, Total Estimated Bid Price. The bid bond must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein. The successful bidders' obligation under the bid bond will remain in effect for the term of the contract.

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

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

SECTION 2 – GENERAL REQUIREMENTS

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof, is issued by Craven County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Craven County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package, *with Proposer's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.*

Provide one (1) original and three (3) copies of complete proposal packages and one digital version on CD in a commonly accepted computer format such as Portable Document Format (.pdf). The proposal packages shall be arranged and presented as stipulated in Section 2.3. **Proposal packages are to be delivered to:**

Craven County, North Carolina
Craven County Administration Building
Solid Waste Department Office
406 Craven Street
New Bern, NC 28560

Attn: Rusty Cotton, Solid Waste Director

Proposals submitted by email to:

anewcombe@cravencountync.gov

The County must receive proposals no later than **8:00 a.m. September 2, 2011**. The time of receipt shall be determined by the time clock in the Craven County Solid Waste office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. **E-mailed responses will be accepted.**

All bid form documents shall be submitted on a form identical to the form included with the bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

2.3 Proposal Format

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond the seven (7) tabbed sections of required submittals.

The proposal must be divided into seven (7) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The seven (7) sections shall be named as follows:

1. Bid Bond and General Submittals
   a. *Bid Bond and Letter of Transmittal:* This letter will summarize in a brief and concise manner the Proposer understands of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
   b. *Type of Business:* The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, LLC, etc.). The Proposer shall identify whether the business entity is incorporated in North Carolina, another state, or a foreign country.
   c. *FEIN:* Provide the Federal Employer Identification Number of the Proposer.
   d. *SSN:* In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
   e. *Principals:* The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development of the proposal.
   f. *Corporate Information:* If a Proposer is a corporation or LLC it shall be certified with the North Carolina Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in North Carolina. The corporate seal should be affixed to the bid.
   g. *Licenses and Certificates*: List any licenses or certificates related to the scope of work described in the RFP. State if the Proposer does not have any related or applicable licenses or certifications.
   h. *Summary of Litigation:* Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past seven (7) years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in the past seven (7) years.
   i. *License Sanctions:* List any regulatory or license agency sanctions. State if there are no license sanctions against the Proposer.
   j. *Acknowledgment of Addenda:* Include a signed and dated copy of last addendum issued by the County, if any.
   k. *Existing Contracts:* The Proposer shall provide a listing of current contracts in North Carolina. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available resources. Indicate commitment of availability of staff and resources to Craven County.

l. *Past Performance:* Proposer(s) must list and provide required information from all debris removal projects in excess of 500,000 cubic yards within the past seven (7) years. Failure to list and provide the required information from any project the Proposer has managed in excess of 500,000 cubic yards within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project and corresponding amount reimbursed to the applicant. The Proposer must also provide a contact person, telephone number, fax number and e-mail address for each project. The Propose may use past experience as a subcontractor to demonstrate past experience.

m. *Financial resources*: Available bonding capacity.

2. References
   Provide references from existing contracts and/or past clients' for which the CONTRACTOR has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the CONTRACTOR has successfully completed debris removal projects in excess of 1,000,000 cubic yards.

3. Project Understanding and Technical Approach
   Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
   - Ability to manage activation of multiple contracts
   - Methods for mobilization/demobilization
   - Geographic area management, sectoring
   - Loading, hauling and reduction of debris
   - Documenting and resolving damages
   - Invoicing and data management

4. Project Specific Personnel
   An organizational chart that lists personnel assigned to the COUNTY in the event of contract activation. Provide any training or professional certifications held by personnel. The information shall be presented in tabular form. The list shall include but is not limited to:

   - Contact persons, including telephone numbers and e-mail address
   - Project manager – must have five (5) years project experience
   - Operations manager – must have three (3) years project experience
   - Other key personnel assigned to the project/this Agreement

   Changes to personnel listed on the proposal at the time of an event must be communicated to the COUNTY and are subject to approval by the COUNTY. The COUNTY also reserves the right to request the substitution of any personnel as the County deems necessary.

Provide resumes for the project manager, operations manager and other key personnel proposed for the project.

5. Operational and Management Plans
   a. *Typical Debris Management Site (DMS) Operations Plan:* Provide a description of the firm's typical DMS site operational plan.
   b. *Typical Site Specific Health and Safety Plan (SHASP):* Provide a plan that includes a comprehensive site specific hazard analysis similar in scope to the one presented in FEMA 325/ July 2007, Public Assistance Debris Management Guide, Appendix E-Debris Collection and Management Site Hazard Analysis. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
   c. *Subcontracting Plan:* Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; A list of SUB-CONTRACTORS proposed for this project indicating participation by local SUB-CONTRACTORS and the overall percentage of work scheduled to be performed by local SUB-CONTRACTORS; CONTRACTOR'S policies and procedures in place to insure SUB-CONTRACTOR and all sub-tier CONTRACTORS retain adequate insurances and are paid.

6. Insurance Requirements
   Contractor shall provide evidence of the ability to meet the insurance requirements set forth in Section 4 - INSURANCE REQUIREMENTS of the RFP by providing a certificate of Insurance on ACORD Form 25.

7. Price Proposal
   The Proposer shall submit Price Proposal forms included in these RFP documents – Schedule 1- Hourly Equipment and Labor Price Schedule AND Schedule 1-Unit Rate Price Schedule". . All bid form documents shall be submitted on a form identical to the form included with the bidding documents. All bid form documents shall be submitted on 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.

2.4 Acceptance of Proposal (Award)

The COUNTY shall evaluate CONTRACTOR PROPOSALS based upon the following criterion:

- Demonstrated understanding of project scope and technical approach
- Past performance with projects having 500,000 cubic yards or more
- References
- Local contractor participation demonstrated in the Subcontractor Plan
- Thoroughness and comprehensiveness of Management Plans
- Rate Schedule
- Other criteria determined appropriate by the COUNTY

2.5 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Craven County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.6 Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Craven County at anewcombe@cravencountync.gov by 8:00 a.m., September 1, 2011. No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted at www.cravencounty.com. Select Bid Opportunities from the list on the right of the webpage, and then click on Request for Proposals Disaster Debris Clearance and Removal Services under Open Bids. Any addenda and clarifications will be issued by September 1, 2011 at 12:00 pm.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

2.5 Award

Craven County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.7 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

SECTION 3 – CONTRACTING INFORMATION

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Craven County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The CONTRACTOR will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence or intentional acts of CONTRACTOR, its SUB-CONTRACTORS, or their employees or agents, while performing duties under this Agreement, provided that the County gives the CONTRACTOR prompt, written notice of any such claim or suit. The County shall cooperate with CONTRACTOR in its defense or settlement of such claim or suit. This section sets forth the full extent of the CONTRACTOR's general indemnification of the County from liabilities that are in any way related to CONTRACTOR's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent CONTRACTOR, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina, Craven County. Should any portion of any contract be in conflict with the laws of the State of North Carolina, Craven County the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be Craven County, North Carolina.

3.7 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Craven County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.8 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Craven County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.9 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.10 New Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Task Order.

SECTION 4 – INSURANCE REQUIREMENTS

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in full effect and certification thereof has been received by Craven County's Finance Office.

4.1 Workers' Compensation Insurance,

Workers' Compensation Insurance with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability $500,000 each accident, disease policy limit and disease Each Employee.

4.2 Commercial General Liability

Combined single limits of no less than $1,000,000 each occurrence and $2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

4.3 **Commercial Automobile Liability**

Commercial Automobile Liability with limits of no less than $500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage

is only necessary if vehicles are used in the provision of services under this Agreement and /or are brought on a Craven County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies shall be endorsed to show Craven County as a certificate holder.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Mr. Richard F. Hemphill
Finance Director
Craven County Finance Department
406 Craven Street
New Bern, NC 28560

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Craven County may be considered. Nothing in this section is intended to affect or abrogate the COUNTY'S sovereign immunity defenses.

SECTION 5 - SAFETY

The CONTRACTOR shall be solely responsible to assure the safety of contract personnel in all activities that they and their SUB-CONTRACTORS perform. The CONTRACTOR shall also provide and take measures to protect the public and COUNTY personnel during their activities. Actions may include but are not limited to providing flagmen, ground guides, fences, security guards, traffic control, removal of unsafe equipment and unsafe personnel. CONTRACTOR will also be solely responsible to ensure that all OSHA requirements are met and assign a full time on site safety officer to the project for the duration of the contract. North Carolina Department of Labor has suggested the application of 29CFR, 1910.266, Subpart R, Logging Operations as a standard applicable to debris clearance.

The CONTRACTOR'S Site Specific Health and Safety Plan (SHASP) specific to Craven County shall be submitted within 10 working days of award of contract. A comprehensive site specific hazard analysis similar to the one presented in FEMA 325/ July 2007, Public Assistance Debris Management Guide, Appendix E-Debris Collection and Management Site Hazard Analysis shall be incorporated into the Craven County SHASP.

SECTION 6 - PERFORMANCE REQUIREMENTS

Performance and Payment Bond: Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The COUNTY reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, SCHEDULE 1 – UNIT RATE PRICE SCHEDULE, at the

time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, when the COUNTY DEBRIS MANAGER issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the COUNTY DEBRIS MANAGER or his authorized representative.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a County Task Order initiated project. 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 Task Order. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S.

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.

Craven County'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 after receipt of written notice from the COUNTY to commence and continue correction of such default or neglect with diligence and promptness, which, in any event, shall be no greater than twenty-four (24) hours, the COUNTY may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the CONTRACTOR the cost of correcting such deficiencies, including compensation for the COUNTY's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the COUNTY.

SECTION 7 - TERMINATION BY THE COUNTY FOR CAUSE

The COUNTY may terminate the pursuant contract if the CONTRACTOR:

- Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
- Fails to make payment to SUB-CONTRACTORS for materials or labor in accordance with the respective Contracts between the CONTRACTOR and sub-CONTRACTORS;
- Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction or
- Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the COUNTY may without any other rights or remedies of the COUNTY and after giving the CONTRACTOR and the CONTRACTOR's surety if any, 48 hours written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety accept assignment of SUB-CONTRACTORS; and finish the work by whatever reasonable method the COUNTY may deem expedient.

When the COUNTY terminates the contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the COUNTY'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 COUNTY. This obligation for payment shall survive termination of the contract.

The COUNTY may terminate the contract without cause by written notice following delivery of forty-eight (48) hour written notice to the CONTRACTOR.

SECTION 8 - NON-WAIVER OF RIGHTS

It is agreed that the COUNTY'S failure to insist upon the strict performance of any provision of the pursuant contract, 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 the contract.

SECTION 9 - FINDINGS CONFIDENTIAL

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under the pursuant contract are the property of the COUNTY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than the appropriate COUNTY officials without prior written approval of the COUNTY. 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 consent of the COUNTY.

SECTION 10 - BINDING EFFECT

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent CONTRACTORS and SUB-CONTRACTORS of the parties.

SECTION 11 - CONTINUING OBLIGATION

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

SECTION 12 - REFERENCES

Use of the masculine includes feminine, 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 contract.

SECTION 13 - RECORDS RETENTION AND REVIEW

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of three (3) years following notification by the COUNTY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

SECTION 14 - WRITTEN TASK ORDERS

The COUNTY shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the COUNTY be liable for any services rendered unless the written Task Order has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

SECTION 15 - LOCATION OF WORK

The designated area for debris removal is bounded by the COUNTY'S jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, COUNTY parks, and COUNTY debris staging areas within the unincorporated areas of the COUNTY and may include private and orphan road segments within the jurisdictional boundaries of the COUNTY. Any debris removal performed on municipal roadways will be performed as identified and directed by the COUNTY DEBRIS MANAGER or his authorized representative.

The CONTRACTOR may be tasked with removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the North Carolina State System Roads within the jurisdictional boundaries of Craven County. A separate Task Order will be issued for

this work. All cost and documentation, including load tickets, debris management, reduction and final disposal cost, manifest and weight tickets, shall be tracked and invoiced separate from all other work. The routes eligible for release to Craven County are *NON-FEDERAL AID ROUTES* within the jurisdictional boundaries of Craven County .

NC Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes.
The CONTRACTOR shall not remove debris from the ROW on Interstate routes, US-designated routes, NC-designated routes or secondary routes eligible for FHWA reimbursement.

SECTION 16 - OVERVIEW OF SCOPE AND UNIT RATE SCHEDULE ITEMS

All debris identified by the COUNTY DEBRIS MANAGER OR HIS AUTHORIZED REPRESENTATIVE shall be removed. The CONTRACTOR shall make a minimum of three complete passes through the COUNTY, removing all debris along each street ROW. It is at the COUNTY'S discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the COUNTY or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the COUNTY DEBRIS MANAGER or his authorized representative in writing.

Under the contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") Publications 321, 322, 323, 325, Fact Sheets, all applicable State and Federal Disaster Specific Guidance and policies.

Work will include:

1. Examining debris to determine if it meets FEMA eligibility guidelines, determine debris category, determine if the debris is burnable or non-burnable,
2. Loading the eligible debris and transporting it to an approved Debris Management Site (DMS) or approved final disposal facility,
3. Managing/segregating and reducing the debris at the DMS,
4. Hauling the reduced debris to an approved disposal facility.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the CONTRACTOR by the COUNTY DEBRIS MANAGER or his authorized representative.

It shall be the CONTRACTOR'S responsibility to load, transport, manage, reduce, and properly dispose of any and all disaster generated debris resulting from an event under which the

CONTRACTOR was issued a Task Order, unless otherwise directed by the COUNTY DEBRIS MANAGER or his authorized representative, in writing. This includes, but is not limited to:

16.1 Emergency Clearance (Cut and Toss) Operations

The CONTRACTOR may be requested to assist the COUNTY in the initial response phase of an event. If the County elects to utilize the CONTRACTOR a Task Order for Emergency Roadway Clearance will be issued with a list of designated roads. The CONTRACTOR will "cut and toss" debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Clearance Operations phase of the project.

16.2 Eligible Vegetative Debris Removal

As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

16.3 Eligible Construction and Demolition (C&D) Debris Removal

FEMA Publication 325 defines Eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.

16.4 Eligible Demolition, Removal and Transportation of Structures

Disaster damaged public structures determined to be an immediate threat to life, public health and safety by the COUNTY shall be demolished, loaded and transported to a final disposal facility permitted to accept demolition material.

16.5 Debris Management Site(s) Management and Operation

Site development, maintenance, monitoring to ensure the site functions efficiently and safely in any environment while receiving, segregation, reduction, staging, outbound loading of debris and DMS close-out and restoration.

16.6 Grinding of Eligible Vegetative Storm Debris (Reduction)

Reducing eligible vegetative debris staged on the DMS by mechanical means (tub grinders) into smaller pieces of vegetation to be used as mulch, compost or fuel. Grinding may also be referred to as chipping or mulching.

16.7 Incineration of Eligible Storm Debris

The use of air curtain or portable air curtain incinerators to burn eligible vegetative debris reducing it to ash.

16.8 Final Disposal of Eligible Reduced Vegetative Debris to COUNTY Approved Final Disposal Facility

Transportation (one way) of reduced debris to a COUNTY approved final disposal facility permitted to accept ash or recycling facility permitted to utilize the reduced vegetation (mulch/chips) as a beneficial end use product such as compost or fuel. Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

16.8 Removal of Eligible Hazardous Trees

Disaster damaged trees approved by the COUNTY and qualifying as a FEMA Eligible Hazardous Tree.

16.9 Removal of Eligible Hazardous Limbs

Disaster damaged or broken hanging limbs approved by the COUNTY and qualifying as a FEMA Eligible Hazardous Limb.

16.10 Removal of Eligible Hazardous Stump

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the COUNTY and qualifying as a FEMA Eligible Hazardous Stump.

16.11 Eligible Household Hazardous Waste (HHW) Removal Transport and Final Disposal

The Resource Conservation and Recovery Act (RCRA) define Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc.

Work under the contract will require collection, consolidation, manifest, transport, and final disposal at a COUNTY approved Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

16.12 Removal of Eligible Abandoned Vehicles

Abandoned vehicles, approved by the COUNTY, that pose an immediate threat to lives, public health and safety located within the COUNTY ROW or on public use areas.

16.13 Removal and Final Disposal of Eligible Putrescent Debris

Fleshly organic matter such as animal carcasses and putrefied meats and food waste removed from white good products.

16.14 Eligible White Goods Removal and Recycling

As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled.

16.17 Freon Removal from Eligible White Goods

Removal of Freon (ozone depleting compound) from eligible white goods or other refrigerant containing items are required prior to recycling or disposal.

16.18 Eligible Small Motorized Equipment Removal and Recycling:

Small tools and motorized equipment containing petro-chemicals and fuel such as lawnmowers and chainsaws.

16.19 Eligible Electronic Waste (E-Waste) Recycling

Electronic components that may contain hazardous components such as Televisions, radios, microwaves, monitors, VCR's, DVD's, camcorders and computers.

SECTION 17 - SCOPE OF WORK

All debris identified by the COUNTY DEBRIS MANAGER or his authorized representative shall be removed. The CONTRACTOR shall make a minimum of three complete passes through the COUNTY, removing all debris along each street ROW. It is at the COUNTY'S discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the COUNTY or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the COUNTY DEBRIS MANAGER or his authorized representative in writing and have an executed Right of Entry from the land/property owner.

17.1 Emergency Clearance

1. Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear (cut and toss to the side), only to the extent required, debris from eligible COUNTY roadways making them passable for emergency vehicular traffic, clear areas at critical facilities only to the extent required to provide access by emergency vehicles and essential personnel and drainage structure obstructions that are an obvious factor in flooding improved property and causing damage to roadways and bridges. All COUNTY DEBRIS MANAGER designated roadways shall be passable, critical facilities accessible and drainage structures opened within seventy (70) working hours of the issuance of a Task Order from the COUNTY to conduct Emergency Clearance work. This may include roadways, critical facilities and drainage structures in municipalities within the COUNTY. Clearance of these roadways, critical facilities and drainage structures will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative.

2. CONTRACTOR'S Emergency Clearance crews shall be comprised of the following:
   a. One (1) rubber tired or rubber track loading unit with operator (bobcat, loader, etc.);
   b. Two (2) saw men with chainsaws and all required ancillary support equipment;
   c. Four hand labors to assist saw men with debris and relocate debris to the extent required to provide access as described above;
   d. Foreman with pickup truck and all support equipment required to maintain the crew's effective and efficient progress through the wok day.

   Each Emergency Road Clearance Crew shall be assigned a unique alpha numeric designation and have each piece of equipment and personnel identified as assigned to that specific crew.

   Modifications to the Emergency Road Clearance Crew's composition may be requested by the CONTRACTOR based on the severity of damages and volume of debris to be cleared.

   Additional equipment saw men, climbers with chainsaws, laborers or support vehicles requested by the CONTRACTOR after the crews have been field deployed must be approved by the COUNTY DEBRIS MANAGER or his authorized representative or the on-site COUNTY Representative.

   Any equipment out of service for a period longer than that required to perform normal maintenance and refueling will be denoted on the crew's daily time sheet as "out of service" and not eligible for payment. Failure on the part of the CONTRACTOR'S foreman or laborers to perform efficiently and productively shall be noted by the COUNTY'S on-site Representative.

3. The CONTRACTOR will be compensated on the hourly rates submitted in SCHEDULE 1-HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE. A maximum time limit of seventy (70) hours, seven ten hour days or any combination of hours/day that adds up to seventy hours of eligible work and is approved by the COUNTY, will be allowed for the Task Order.

17.2 Eligible ROW Vegetative Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the COUNTY ROW to a COUNTY approved DMS(S) or other designated disposal facility.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event.

1. For the purposes of the contract, vegetative debris which is placed in immediate close proximity to the street, staged in a contiguous pile, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

2. Removal of vegetative debris existing in the COUNTY will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative.

3. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the COUNTY or its authorized representative in writing. The COUNTY will provide specific Right-of-Entry ("ROE") legal and operational procedures if and when the CONTRACTOR is permitted to enter private property.

17.3 Eligible ROW C&D Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the COUNTY ROW to a COUNTY approved C&D landfill or other COUNTY approved final disposal facility.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event and not reconstruction.

For the purposes of the contract, C&D debris which is placed in immediate close proximity to the street, staged in a contiguous pile and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of C&D debris existing in the COUNTY ROW will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative.

17.4 Eligible Demolition, Removal, Loading and Transport of Structures

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property and under authorization by the Federal Contracting Officer (FCO) private property within the jurisdictional limits of the COUNTY. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a COUNTY approved designated disposal facility.

1. Removal, loading and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative.

2. Entry onto private property will only be permitted when directed in writing by the COUNTY or COUNTY's authorized representative. The COUNTY will provide specific Right of Entry (ROE) legal and operational procedures to the CONTRACTOR prior to entry on private property.

3. CONTRACTOR is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

17.5 DMS Management and Operations

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate DMS(s) for the acceptance, management, segregation and staging of disaster related debris. DMS(s) layout and ingress and egress plan must be approved by the COUNTY DEBRIS MANAGER or his authorized representative.

1. The management of DMS(S) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state and federal regulatory agencies.

2. Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, hazardous stumps, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County). The CONTRACTOR shall provide an adequate number of "spotters" at all hauling units off-loading locations within the DMS to provide assistance to drivers and remove any contaminates intermingled with the debris. Provisions shall be made for adequate storage of miscellaneous C&D and any other contaminates removed from the vegetative waste stream entering the DMS.

3. CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, site office, water, lighting, portable toilets, and monitoring towers.

4. CONTRACTOR is responsible for providing DMS(S) traffic control on roadways at ingress and egress points to the DMS and truck routes within the DMS.

5. CONTRACTOR is responsible for providing DMS(S) dust control as well as debris, mud and dust control at ingress and egress points to the DMS(s). An operable water truck shall be available at all time on the DMS(s).

6. CONTRACTOR is responsible for providing COUNTY approved twenty-four (24) hour site security.

7. CONTRACTOR will only permit CONTRACTOR vehicles, hauling units and others specifically authorized by the COUNTY or its authorized representative on site(s).

8. CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. CONTRACTOR is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris.

10. CONTRACTOR shall provide a tower(s) from which the COUNTY or its authorized representative can make volumetric load calls and validate CONTRACTORS' trucks are empty when exiting the DMS(s). The tower provided by the CONTRACTOR will at a minimum meet the specifications provided in Section18.6, Debris Site Tower Specifications of this procurement.

11. CONTRACTOR is responsible for operating the DMS(s) in accordance with OSHA, EPA, and NCDENR guidelines. The CONTRACTOR shall be responsible for all cost associated with soil and groundwater monitoring and soil/water removal and disposal as a result of a chemical or petroleum release associated with the DMS(s) operations.

12. Upon completion of haul-out activities, CONTRACTOR shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the COUNTY or its authorized representative.

17.6 Grinding of Eligible Vegetative Storm Generated Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce eligible vegetative storm generated debris by grinding. Reduction methods are at the discretion of the COUNTY DEBRIS MANAGER or his authorized representative. Grinding must be approved by the COUNTY DEBRIS MANAGER or his authorized representative prior to commencement of reduction activities.
All un-reduced storm debris must be staged separately at the DMS(s) and disposed of at a COUNTY approved final disposal facility.

17.7 Incineration of Eligible Storm Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (air curtain pit and portable air curtain burning) are at the discretion of the COUNTY DEBRIS MANAGER or his authorized representative. Incineration must be approved by the COUNTY DEBRIS MANAGER or his authorized representative prior to commencement of reduction activities.

All ash resulting from incineration of vegetative debris shall be handled in such a manner as not to present a fire hazard. A fire watchman/tender shall be present at all times throughout this operation and shall have adequate fire suppression equipment available as well as a reliable means of communications to notify 911 in case of an emergency. Any and all cost associated with an uncontrolled burn of debris will be paid by the CONTRACTOR.

All un-reduced storm debris not reduced by the incineration method utilized and incorporated in the ash shall be staged separately at the DMS(s) and disposed of at a final COUNTY approved disposal facility.

Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

17.8 Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to load and transport reduced vegetative debris existing at a COUNTY approved DMS(S) to a final COUNTY approved disposal facility.

Compensation will be by the ton/mile, calculated on the number of miles (one way) from the DMS where the debris was loaded to the final disposal facility multiplied by the rate entered on Schedule 1-Unit Rate Price Schedule, item 18.8.

All un-reduced storm debris must be transported separately from reduced debris to a COUNTY approved final disposal facility.

17.9 Removal of Eligible Hazardous Trees

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured at breast height (4.5 feet) from the base of the tree existing on the COUNTY ROW. Debris generated from the removal of Eligible hazardous trees existing in the COUNTY ROW will be placed in the safest possible location on the COUNTY ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section 17.2 Eligible ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured at breast height, will be flush cut, loaded and removed in accordance with the terms, conditions,

and compensation schedule for scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal. The COUNTY will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis.

Eligible hazardous trees will be identified by the COUNTY or its authorized representative for removal. Removal of Eligible hazardous trees six (6) inches or greater in diameter existing on the COUNTY ROW or private property will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative. Any disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative. For hazardous trees to be removed and Eligible for reimbursement, the tree must be six (6) inches or greater in diameter and meets one or more of the following "Eligible Hazardous Tree" criteria as a direct result of the event:

- More than fifty percent (50%) of the tree crown is damaged or destroyed.
- The tree's trunk is split or branches have been broken off exposing heartwood.
- The tree has been uprooted and partially fallen in a public use area; and/or
- Leaning in excess of thirty (30) degrees

NOTE: The COUNTY will not pay for the stump attached to a Hazardous Tree as a separate Hazardous Stump pay item.

17.10 Removal of Eligible Hazardous Limbs

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove Eligible Hazardous Limbs.
Eligible hazardous limbs will be identified by the COUNTY or its authorized representative for removal. Removal and placement of Eligible hazardous limbs greater than two (2) inches in diameter existing on the COUNTY ROW or private property will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- The limb is greater than two (2) inches in diameter at the point of breakage;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located within the ROW or on improved public property.

After all Eligible Hazardous Limbs removed shall be placed on the ROW in a manner not to create a vehicular or pedestrian hazard, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal.

17.11 Removal of Eligible Hazardous Stumps

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs, stump void backfill and other associated costs necessary to remove, and final dispose

of all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree originating on the COUNTY ROW. Further, debris generated from the removal of uprooted stumps existing on the COUNTY ROW will be transported to a COUNTY approved DMS(s) and staged at a designated "Hazardous Stumps" location separate from eligible vegetative debris or disposed of at a COUNTY approved Final Disposal Site in accordance with all Federal, State and local rules and regulations. Non-Hazardous Stumps measured twenty-four (24) inches from the base of the tree with a diameter of twenty-four (24) inches or less will be considered normal Eligible vegetative debris and removed in accordance with scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal.

Non-Hazardous Stumps removed and hauled to the DMS(s), separate from eligible vegetative debris and staged at "Non-Hazardous Stump" designated locations at the DMS(s), will be converted into a cubic yardage volume based on the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps loaded and transported to the DMS(s) mixed with eligible vegetative debris will be incorporated in the hauling unit's overall load assessment at the DMS(s) observation tower.

Eligible hazardous stumps will be identified by the COUNTY or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the COUNTY ROW or private property will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump is required to have a diameter greater than 24 inches when measured 24 inches from its base (where it entered the ground prior to being up rooted by the storm) and also satisfy both following criteria:

- Fifty percent (50%) or more of the root ball is exposed.
- The stump is on COUNTY ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The subsurface portion of the stump shall not be removed. The residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services in Section 17.2, Eligible ROW Vegetative Debris Removal.

The COUNTY or its authorized representative will measure and certify all eligible stumps prior to removal. **The COUNTY's preference is to have FEMA personnel pre-validate Eligible Hazardous Stumps prior to removal.**

17.12 Eligible Household Hazardous Waste Removal, Transportation and Final Disposal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of Household Hazardous Waste ("HHW").

The removal, transportation, and disposal of HHW includes obtaining all necessary Federal, State and local permitting associated with hazardous waste collection, consolidation, and transportation. The final disposal TSDF shall be permitted and operating in accordance with all Federal, State and local regulatory agencies.

17.13 Removal of Eligible Abandoned Vehicle

Under the contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and haul off of Eligible abandoned vehicles in areas identified and approved by the COUNTY. The removed Eligible vehicles will be hauled to a COUNTY approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of Eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17.14 Removal and Final Disposal of Eligible Putrescent Debris

Under the contract, work shall consist of the removal of animal carcasses in areas identified and approved by the COUNTY and organic debris removed from collected eligible white goods. The carcasses will be collected and disposed of in accordance with Natural Resource and Conservation (NRCS) specific guidelines. Organic waste removed from white goods shall be collected, treated and disposed of in accordance with US Environmental Protection Agency guidelines for biological hazardous waste.

17.15 Eligible ROW White Goods Removal and Recycling

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs associated with the removal of, transportation and recycling of White Goods existing on the COUNTY ROW. White Goods containing refrigerants will be hauled to a COUNTY approved staging area where certified technicians will remove the refrigerants based off the compensation schedule of 17.16, Freon Removal from Eligible White Goods.

The removal, transportation and disposal of White Goods includes obtaining all necessary Local, State and Federal Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

The removal of putrescent organic debris from refrigerated appliances will be compensated under the terms and conditions of Section 17.14, Removal and Final Disposal of Eligible Putrescent Debris.

The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the declared disaster event

17.16 Freon Removal from Eligible White Goods

Under the contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the COUNTY. The Freon containing items will be hauled to a COUNTY approved staging area under the terms and conditions of Section 17.15 Eligible ROW White Goods Removal and Recycling, and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

The removal and disposal of Freon includes obtaining all necessary Federal, State and local Permits and the final disposal/recycling facility shall be operating in accordance with all Federal, State and local regulatory agencies.

17.17 Eligible Electronic Waste (E-Waste) Removal and Recycling

The contract work shall consist of removal; transportation to a COUNTY approved staging area for electronic component removed from the ROW, packaging, and transportation to a recycling facility approved by the COUNTY.

The recycling facility shall be approved by the COUNTY and be in compliance with all Federal, State, and local regulations.

17.18 Eligible Small Motorized Equipment (SME's) Removal and Disposal

Under the contract eligible small motorized equipment placed within the COUNTY right of way will be collected, hauled to a County approved staging area, all liquids evacuated, electronics removed and packaged for proper disposal at a COUNTY approved disposal facility in compliance with all Federal, State, and local regulations. The decontaminated SME(s) will be recyclable at a COUNTY approved recycling facility. Liquids removed from the SME's will be compensated in Section 17.12 and disposal of electronic components removed from the SME's will be compensated in Section 17.17.17.

SECTION 18 - TECHNICAL SPECIFICATIONS

18.1 Debris Removal

All debris identified by the COUNTY DEBRIS MANAGER or his authorized representative shall be removed. The CONTRACTOR shall make a minimum of three complete passes through the COUNTY, removing all debris along each street ROW. It is at the COUNTY'S discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the COUNTY or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the COUNTY DEBRIS MANAGER or his authorized representative in writing.

CONTRACTOR shall deliver eligible disaster debris designated to be received at DMS(s) to a COUNTY approved DMS(s) permitted to receive disaster generated debris and in compliance with all federal, state, and local regulations. CONTRACTOR shall deliver eligible disaster C&D debris to a COUNTY approved final disposal facility permitted to receive C&D debris and is in compliance with federal, state, and local regulations.

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

All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the COUNTY DEBRIS MANAGER or his authorized representative.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews will be required.

18.2 Contractor Project Management

CONTRACTOR will provide one (1) on-site Project Manager to the COUNTY and the COUNTY DEBRIS MANAGER or his authorized representative. The Project Manager shall provide a telephone number to the COUNTY with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with

the COUNTY DEBRIS MANAGER or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected;
- Number of each debris category crew confirmed to have worked the previous day, presently working in the project area and their location;
- Geographic areas where debris has been removed and the "pass" associated with work;
- CONTRACTOR'S overall progress in completing all Task Orders and estimated completion date;
- Any CONTRACTOR'S coordination issues relating to COUNTY Representatives (number of monitors requested for the following day and type of debris operations to be monitored)
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns;
- Damage Claims Report and CONTRACTOR'S progress in closing out claims.

A written Daily Report shall be submitted to the COUNTY DEBRIS MANAGER or his authorized representative each morning prior to the meeting. Refer to Section 18.12, (3) regarding reports required content. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER or his authorized representative. CONTRACTOR Project Manager must be available twenty-four (24) hours-day, or as required by the COUNTY DEBRIS MANAGER or his authorized representative.

18.3 DMS(s) and Final Disposal Sites

The COUNTY will provide the CONTRACTOR with potential DMS(s) locations. In addition to the DMS(s) locations provided by the COUNTY, the COUNTY may task the CONTRACTOR with identifying additional DMS(s) or final disposal locations, subject to approval by the COUNTY. The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all local, state, and federal environmental regulatory requirements and subject to final approval by the COUNTY.

DMS(s) presently identified by the COUNTY which may be unilaterally relocated:

Name- Fort Barnwell:
Location- 205 Belltown Road, Fort Barnwell, NC
Acreage- 1 +/-
Use: Convenience Center

Name: Hickman Hill:
Location- 7775 Hwy 70 East, Havelock, NC
Acreage – 1 +/-
Use: Convenience Center

Name- Hwy 55 East
Location- 181 Hwy 55 East, Bridgeton, NC

Acreage – 1 +/-
Use: Convenience Center

Name- Hwy 101:
Location- 3555 Hwy 101, Havelock, NC
Acreage- 1 +/-
Use: Convenience Center

Name- Sanders Lane:
Location- 135 Sanders Lane, New Bern, NC
Acreage- 1 +/-
Use: Convenience Center

Name- Monette's:
Location- 401 Old Cherry Point Rd., New Bern, NC
Acreage- 1 +/-
Use: Convenience Center

Name- Vanceboro:
Location- Baily Lane, Vanceboro, NC
Acreage- 1 +/-
Use: Convenience Center

Name- Weyerhaeuser Satellite Yard
Location-HWY 43
Acreage- 50 +
Use: DMS

Name- Creekside Debris Management Site
Location-Old Airport Road
Acreage - 45 +
Use: DMS

Additional DMS(s) Locations to be Determined:

Once potential DMS(s) locations are determined by the COUNTY, the CONTRACTOR will be provided with address, GPS coordinates and estimated acreage of the identified locations.

Based on the disaster specific scope of work, the COUNTY DEBRIS MANAGER or his authorized representative may task the CONTRACTOR with locating and preparing additional sites for use as DMS(s), subject to approval by the COUNTY.

The COUNTY does not warrant or guarantee the availability or use of any final disposal site. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative. The CONTRACTOR will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. CONTRACTOR'S reduction, handling, disposal, and remediation operations must be approved, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative.

Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at permitted disposal facilities, or other COUNTY approved sites that meet local, state and federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility correlated with all COUNTY issued load tickets, and proof of CONTRACTOR payment to the disposal facility. Any revenue generated by the sale of reduced vegetative debris (chips/mulch), white goods or other recovered material shall be retained by the County.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal agencies, or of any public utilities.

The COUNTY reserves the right to inspect the DMS(s), verify quantities and review operations at any time.

18.4 Use of Local Resources

As per Section 307 of the Stafford Act communities are required to give preference to local firms in the award of contracts in major disasters and emergencies to the extent it is feasible and practicable. The County will take Section 307 requirement into consideration during the evaluation of the proposers' response to this RFP and encourages the proposers to identify as such any use of local CONTRACTORS included in the required SUB-CONTRACTOR Plan. The proposers are urged to consider utilization of minority, women-owned, and Labor Surplus Area businesses and firms into consideration when procuring supplies and equipment, as well as awarding subcontracts and employing workmen.

18.5 Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the COUNTY. No work outside these hours shall be allowed unless approved in advance by the COUNTY. DMS(s) work hours beyond daylight hours will be permitted on an as needed basis by CONTRACTOR request and approval by the COUNTY.

18.6 County Debris Site Tower Specifications

The CONTRACTOR shall provide a minimum of two (2) towers at each dumpsite for the use of COUNTY, FEMA, NCDEM, or Craven County local government representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of thirteen (13) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense contemplated as part of the CONTRACTOR'S compensation under the terms and conditions of Section 17.5 DMS(s) Management and Operations.
Every tower will have access to a reliable power source with a minimum of two outlets suitable to provide safe and adequate power to a computer or other electronic devices. A twenty (20) pound ABC fire extinguisher, first aid kit, and extra personal protection equipment for visitors shall also be provided at the tower locations.

The CONTRACTOR shall provide two portable toilets and one (1) hand washing station at a safe location in proximity of the observation tower at each DMS for the use of COUNTY representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any DMS operations and kept in a sanitary condition by the CONTRACTOR throughout the duration of operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense contemplated as part of the CONTRACTOR'S compensation under the terms and conditions of section 17.5 DMS(s) Management and Operations.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, load assessment and off-loading of trucks may be temporarily suspended by the COUNTY DEBRIS MANAGER or his authorized representative due to unsuitable conditions at the tower.

18.7 Equipment

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

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, both sides, tailgate and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed at a minimum of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized COUNTY representatives prior to its use by the CONTRACTOR. The COUNTY's decision will be final. Un-repaired, broken or otherwise damaged bed and tail gate extensions will require re-certification of the truck

Trucks or equipment designated for use under the contract shall not be used for any other work during the contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under the contract. The COUNTY reserves the right to require the CONTRACTOR to dismiss or remove from the project any laborers as the COUNTY sees necessary. Any debris removal hauling units, crews or personnel dismissed from the project shall not be permitted to work on any other debris project within the jurisdictional boundaries of Craven COUNTY and must have their COUNTY issued Truck Certification returned to the COUNTY and the certification placard removed from the truck and destroyed

Equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on roadway debris removal by the COUNTY DEBRIS MANAGER or his authorized representative.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

18.8 Traffic Control

The CONTRACTOR shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all CONTRACTOR work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR(s). No further work shall take place until the deficiency is corrected. The COUNTY DEBRIS MANAGER, neither his authorized representative nor the COUNTY representative shall sign any additional load or unit rate tickets until the safety item is corrected.

CONTRACTOR shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the

National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

The expense incurred by the CONTRACTOR for Section 18.8 Traffic Control shall be included within the submitted rates on Schedule 1-Unit Rate Price Schedule and Hourly Equipment and Labor Price Schedule. No additional compensation for traffic control will be made.

18.9 Damage to Public or Private Property

CONTRACTOR is responsible for all damage, injury or loss to any property.

CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass and any other means determined to be necessary.

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

18.10 Existing Utilities

Some trees and debris which are to be removed under the contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. CONTRACTOR shall pay all such costs to the utility company for any adjustments.

CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

The following is a list of utility owners believed to have facilities in the project area:

Craven Electric Membership Co-Op	(800) 474-6300
Progress Energy	(800) 452-2777
PSNC Energy	(866) 546-5369
AT&T/Bellsouth	(888) 757-6500
Time Warner Cable	(866) 489-2669

This list is included for the CONTRACTOR’S reference and is not intended to be a comprehensive list of all utility owners.

18.11 Environmental Protection

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The CONTRACTOR shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the COUNTY DEBRIS MANAGER or his authorized representative. CONTRACTOR shall comply in a timely manner with all directions of the COUNTY DEBRIS MANAGER, his authorized representative, or on site COUNTY representative regarding the use of a water truck or other approved dust abatement measures.

The CONTRACTOR shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

18.12 Documentation and Measurement

1. Truck Certification:
   Prior to beginning any work, the COUNTY, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the COUNTY, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized COUNTY representative each time it returns to work from other contracts or communities.

   CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

2. Load Tickets:
   Five (5) part Load Tickets will be provided by the COUNTY or its representative for recording volumes of debris removal. Use of the Contractors Load Tickets will be considered if the information on the load ticket meets FEMA 325 recommendations.

   Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

   Load tickets will be issued by an authorized representative of the COUNTY at the loading site. The COUNTY representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the COUNTY representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the COUNTY representative present at the dumpsite. The COUNTY representative will validate, enter the estimated debris quantity, and sign the tickets. The COUNTY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.

3. Reports:

The CONTRACTOR shall submit a report each morning prior to the scheduled Daily Briefing referenced in Section 18.2. The report should accurately document the CONTRACTOR's resources and progress on debris removal operations, outstanding issues and provide coordination with the COUNTY and the COUNTY's representatives.

The report shall include but is not limited to the following:

- Estimated Daily and cumulative totals of each type of debris collected;
- Estimated number of days to complete the Task Order;
- Total number of load tickets indicating the number of each issued for every debris category removed the previous day;
- Location map showing cumulative and previous days roadways and public areas the CONTRACTOR has completed; indicating the "pass" crews are presently working;
- Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day;
- DMS(s) Site Hazard Analysis/Inspection Report;

18.13 Payment

The COUNTY, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The CONTRACTOR(s) will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as backup data for invoice submittals. Work not ticketed or not authorized by the COUNTY will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the COUNTY be responsible for payment of incomplete tickets.

Invoices must be submitted to the COUNTY with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against COUNTY records. COUNTY records are the basis of all payment approvals. FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The COUNTY reserves the right to request additional invoice separation by debris type (C&D, ROW Vegetative Debris, Hazardous Limb, Hazardous Tree, Hazardous Stump, and Household Hazardous Waste (HHW) etc.), program (private property debris removal, etc.) and/or applicant(s) (municipalities located within the COUNTY).

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

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR as a “pass through cost” without mark up. CONTRACTOR must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to COUNTY representative's completed load tickets, and proof of CONTRACTOR payment to the disposal facility.

CONTRACTOR must submit the final invoice within thirty (30) days of completion of scope of work authorized by the County’s final Task Orders. Completion of scope of work will be acknowledged, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative.

State of North Carolina
County of Craven

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Craven or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ (Seal)

_____
Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 2011

Notary Public _____

My Commission Expires: _____

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

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

I hereby propose to perform the following prices as specified in this Disaster Debris Removal and Disposal Services Request for Proposal at the rates described on SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 1 – UNIT RATE PRICE SCHEDULE.

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

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

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

_____
NAME OF FIRM

_____
AUTHORIZED SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

Federal Tax ID: _____

Phone: _____

Fax: _____

Email: _____

Subscribed and sworn to before me this _____
day of_____, 2011

Notary Public_____

My Commission expires: _____

(SEAL)

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type – Ref. to Section No. 17.1 of RFP	**Hourly Equipment Rate**
Bobcat Loader, 60 Hp, w/grapple, w/Operator	
Bucket Truck w/Operator (lift height)	
Crash Truck w/Impact Attenuator and driver	
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	
Dump Truck, 18 CY-20 CY w/CDL Driver	
Dump Truck, 21 CY-30 CY w/CDL Driver	
Dump Truck, 31 CY-70 CY w/CDL Driver	
Dump Truck 70 CY-110 CY w/CDL Driver	
Generator/ Light Plant w/fuel and maintenance(Specify KW)	
Grader w/12’ Blade and Operator (Wt./Hp)	
Hydraulic Excavator, 1.5 CY (Wt.&Hp) w/Operator	
Hydraulic Excavator, 2.5 CY (Wt.&Hp) w/Operator	
Knuckle boom Loader,10,000 lb. Capacity w/Operator	
Lowboy Trailer w/Tractor and Driver	
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity)	
Pickup Truck, .5 Ton	
Pickup Truck, 1.0 Ton	
Truck, Flatbed w/Driver (Model &Hp)	
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	
Wheel Loader, 2.5 CY, 950 or similar (Wt.&Hp) w/Operator	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp) w/Operator	
Wheel Loader, 4.5 CY, 980 or similar (Wt.&Hp) w/Operator	
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt.&Hp) w/Operator	
Other – Provide Separate List (Wt.&Hp) w/Operator	

Labor Category	**Hourly Labor Rate**
Operations (Project) Manager w/communications and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Certified Tree Climber with Chainsaw	
Certified Chainsaw Operator (saw man)	
Laborer w/small tools, traffic control, or flag person	

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE
Reference to Sections 17.2 to 17.18 of RFP

24.2	**Eligible ROW Vegetative Debris Removal (Collect & Haul)**	**Est. Quantity (Yards)**	**$ Per CY**	**Total**
	Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved DMS or other designated disposal facility.	100,000		
	*Alternative Price by Ton (do not include in Total)			
24.3	**Eligible ROW C&D Debris Removal (Collect & Haul)**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40,000		
24.4	**Eligible Demolition, Removal, and Transport of Structures**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on private property.	50,000		
24.5	**DMS Management and Operations**	**Est. Quantity (Yards)**	**$ Per CY**	**Total**
	Work consists of the management and operation of DMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000		
	*Alternative Price by Ton (do not include in Total)			
24.6	**Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris)**	**Est. Quantity (Yards)**	**$ Per CY**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding.	500,000		
	*Alternative Price by Ton (do not include in Total)			
24.7	**Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)**	**Est. Quantity (Yards)**	**$ Per CY**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration.	500,000		
	*Alternative Price by Ton (do not include in Total)			

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

24.8	**Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of loading and transport of reduced debris from a County DMS to a Final Disposal Facility.	500,000		
24.9	**Removal of Eligible Hazardous Trees**	**Est. Quantity (Trees)**	**$ Per Tree**	**Total**
	Work consists of removing hazardous trees.			
	6 inch to 12.99 inch diameter	100		
	12 inch to 23.99 inch diameter	50		
	24 inch to 35.99 inch diameter	50		
	36 inch to 47.99 inch diameter	20		
	48 inch and larger diameter	5		
24.10	**Removal of Eligible Hazardous Limbs**	**Est. Quantity (Trees)**	**$ Per Tree**	**Total**
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	300		
24.11	**Removal of Eligible Hazardous Stumps**	**Est. Quantity (Stumps)**	**$ Per Stump**	**Total**
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive price.			
	Greater than 24 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	40		
	49 inch and larger diameter	5		
24.12	**Eligible HHW Removal, Transport and Disposal**	**Est. Quantity (Pounds)**	**$ Per LB**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100		
24.13	**Removal of Eligible Abandoned Vehicles**	**Estimated Quantity**	**$ Per Unit**	**Total**
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10		

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

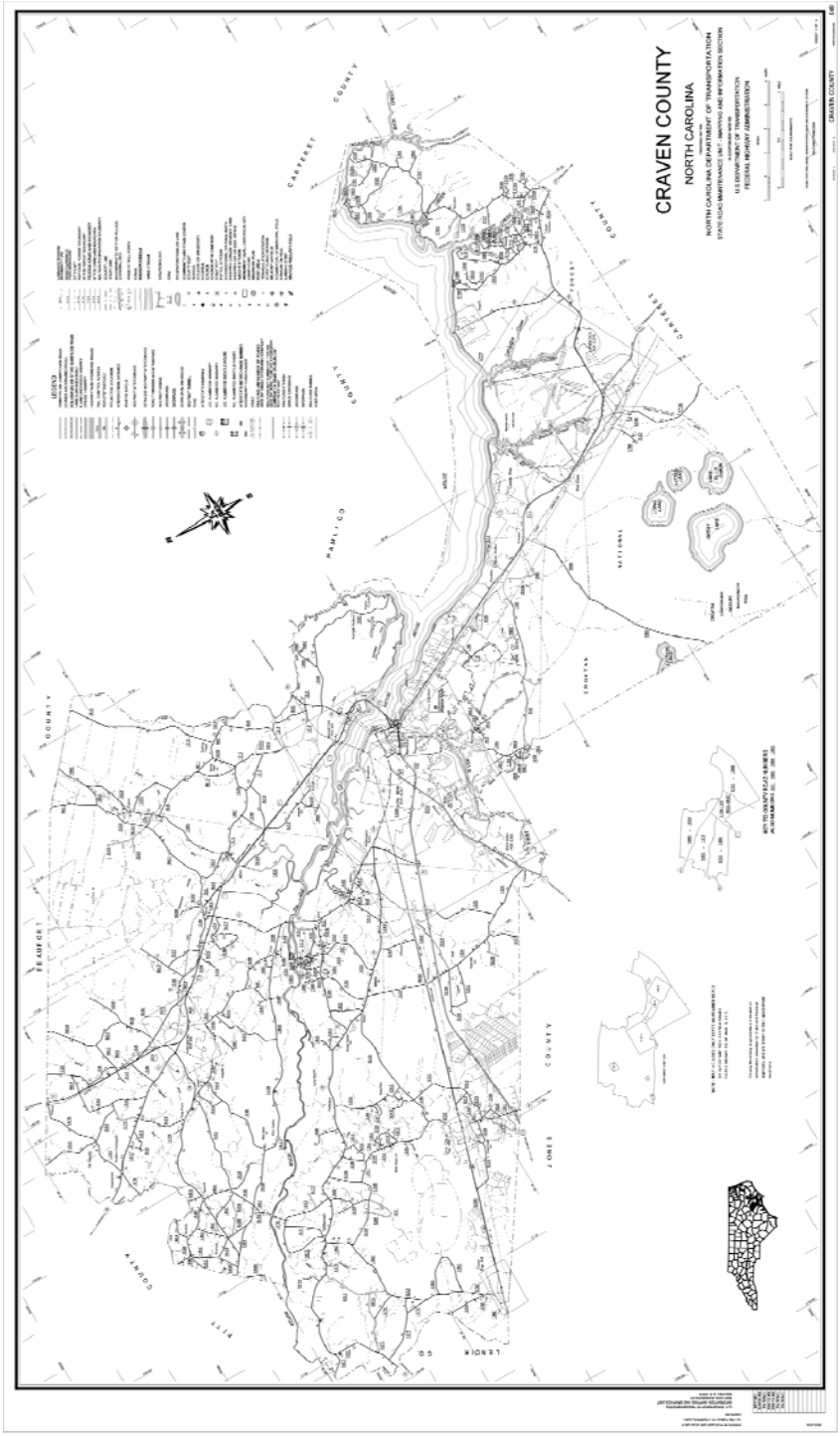
24.14	**Removal and Final Disposal of Eligible Putrescent Debris**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40		
24.15	**Eligible ROW White Goods Debris Removal and Recycling**	**Est. Quantity (Yards)**	**$ Per CY**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	300		
	*Alternative Price by Ton (do not include in Total)			
24.16	**Freon Removal from Eligible White Goods**	**Estimated Quantity**	**$ Per Unit**	**Total**
	Work consists of the recovery and disposal of refrigerants from items containing Freon.	300		
24.17	**Eligible Electronic Waste (e-waste) Removal and Recycling**	**Est. Quantity (Yards)**	**$ Per CY**	**Total**
	Work consists of the removal, transportation to County approved staging area and packaging for recycling.	50		
	*Alternative Price by Ton (do not include in Total)			
24.18	**Eligible Small Motorized Equipment Removal and Disposal**	**Estimated Quantity**	**$ Per Unit**	**Total**
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50		
	Total Estimate Contract Price			

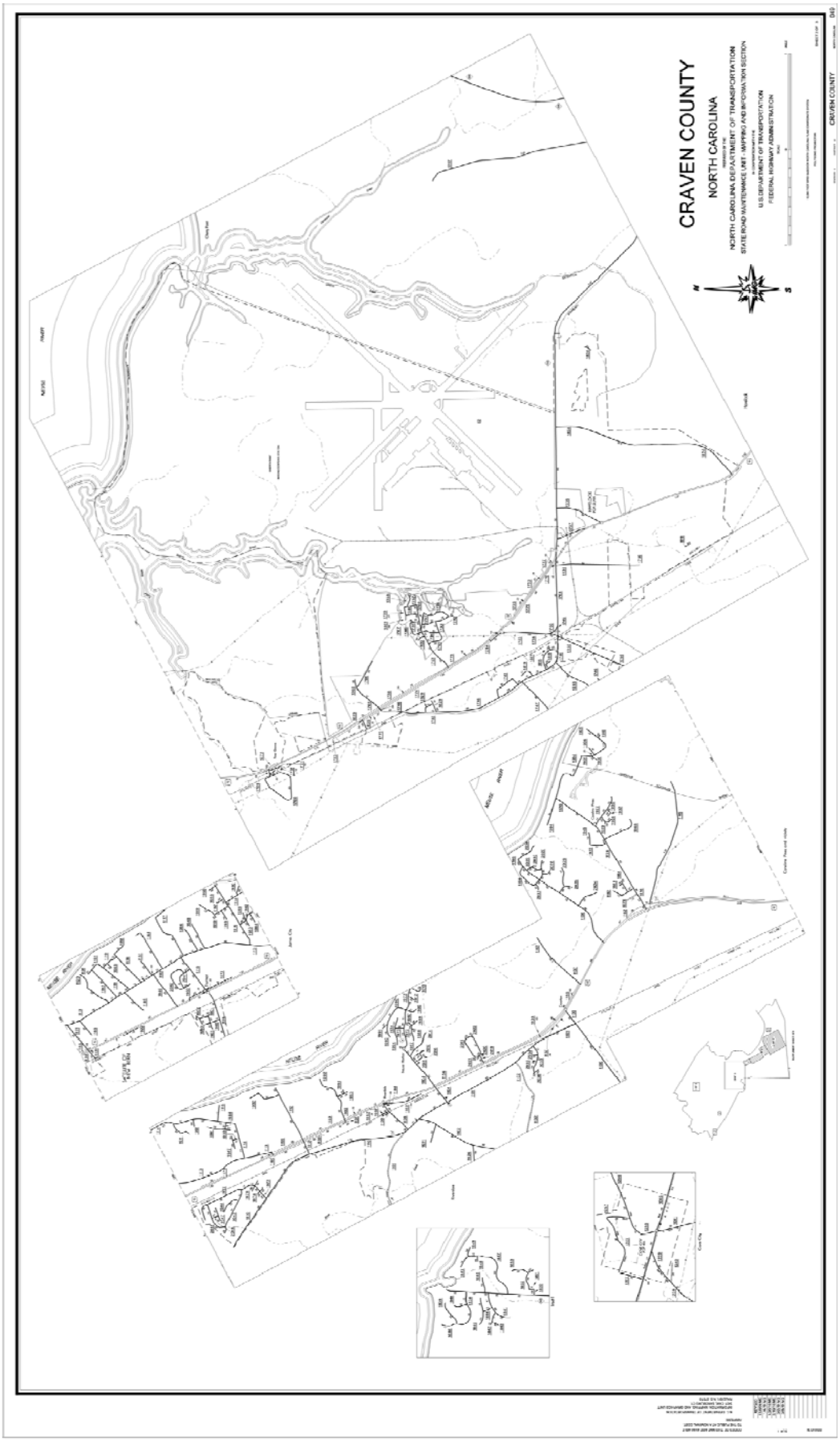
***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

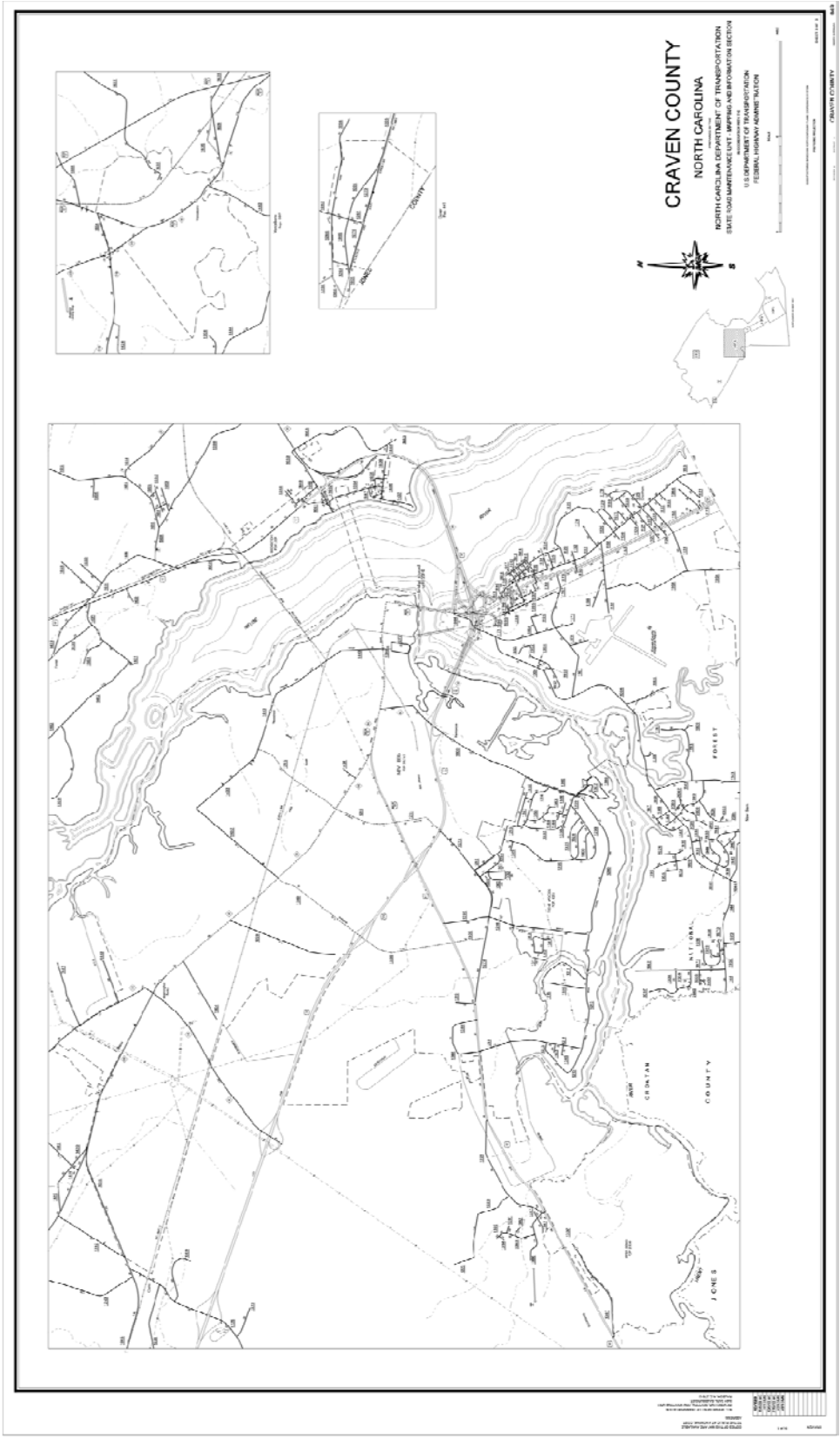
Attachment A

NON-FEDERAL AID ROUTES MAPS

Only Secondary County Roads (four digit designated roads) released in an executed Memorandum of Agreement between NCDOT and the COUNTY will be eligible for release to the selected CONTRACTOR(s).




CRAVEN COUNTY
NORTH CAROLINA
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
STATE ROAD MAINTENANCE UNIT - MAPPING AND INFORMATION SECTION
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CRAVEN COUNTY



Maps can be found at www.ncdot.org/travel/statemapping/#Craven