

CRAVEN COUNTY, NORTH CAROLINA

Request for Proposal
For
StRAP Funded Debris Management And
Removal From Ernul Drainage Canal
And Half Moon Creek In Craven County

Craven County



Posted May 28, 2025

Proposal Deadline June 23, 2025

12:00 p.m. EDT

Craven County, North Carolina
Request for Proposals
StRAP Funded Debris Management And Removal From Ernul Drainage Canal And
Half Moon Creek In Craven County

SECTION 1 – INTRODUCTION

Craven County (“COUNTY”) seeks to establish primary contract for debris management and removal and other clean-up activities associated with vegetative, construction demolition debris (C&D), and post-consumer debris deposited or floated in the identified stream segments of Ernul Drainage Canal and Half Moon Creek within the jurisdictional boundary Craven County. Proposing firms (“CONTRACTOR”) must, at a minimum, have performed at least five (5) debris removal/clearing, operations as a prime or subcontractor and provide references for the communities where these operations took place within the last five (5) years.

The resulting contracts are between Craven County and the successful contractor(s) whose proposals are deemed to be most advantageous to the County. It is the County’s intent that these contracts be North Carolina StRAP Program compliant, and that this procurement be executed in accordance with StRAP Program recommendations and requirements to ensure the County is eligible for the maximum eligible reimbursement provided for in accordance with the before referenced policies and procedures. The State of North Carolina Department of Agriculture and Consumer Services is not a participant in this contract and as such has no authority to direct or impede Contractor’s resources, that authority lies solely with Craven County or its authorized representatives.

The resulting contract term will be for one (1) year with the option to extend the contract for one additional year. The one additional year will be extended upon mutual agreement of both parties. Price adjustments for the resulting contract schedule rates will be considered prior to the one (1) year renewal option. 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.

Copies of the RFP forms may be obtained by contacting Craven County Natural Resource Conservationist II, Brody Brown at the Craven Soil & Water Conservation District Office, 302 Industrial Drive, New Bern, NC 28562, (252)-633-0397 or on the Craven County Government website at www.cravencountync.gov. Select Services and then click on Bid Opportunities. Finally, click on Request for Proposals, **StRAP Funded Debris Management And Removal From Ernul Drainage Canal And Half Moon Creek In Craven County**

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 submitted proposals are not responsive to the RFP or if the proposer is deemed not responsible. 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. Regarding 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 a USB flash drive 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 Soil & Water Conservation District
302 Industrial Drive
New Bern, NC 28562
Brody Brown, Natural Resource Conservationist II**

The County must receive proposals no later than **12:00 p.m. June 23, 2025**. The time of receipt shall be determined by the time clock in the Craven County Planning and Community Development 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.

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.

PLEASE NOTE: Price Proposal shall be submitted in a separate sealed envelope, and labeled
**"StRAP Funded Debris Management And Removal From Ernul Drainage Canal
And Half Moon Creek In Craven County"**

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 eight (8) 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. 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 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 five (5) 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 (5) 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 this Craven County StRAP Funded Project.
 - l. *Past Performance:* Proposer(s) must list and provide required information from all stream debris removal projects within the past five (5) years or other projects of similar size and scope as the proposed projects within this RFP. Required information from each project listed includes total cubic yards collected, lineal feet of stream/ditch/canal of debris managed, disposal method if applicable and total dollar amount of each project and corresponding amount reimbursed to the applicant if known. The Proposer must also provide a contact person, telephone number, fax

number and e-mail address for each project. The Proposer may use past experience as a subcontractor to demonstrate past experience.

m. *Financial resources*: State if **your** company has bonding capability and if so, the available bonding capacity.

2. References

Provide references from existing contracts and/or past clients for which the CONTRACTOR has actively performed stream debris management/removal work. At least three (3) of the references should be from clients where the CONTRACTOR has successfully completed waterway/stream debris management/removal projects.

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 this contract within 5 days of issuance of a Notice To Proceed (NTP)
- Mobilization/demobilization, list what equipment and personnel resources will be on site at 5 days post NT
- Loading, hauling, and disposal of C&D and post-consumer debris. All C&D and post-consumer debris removed from the ditches, creeks and creek banks shall be disposed of in the Coastal Regional Solid Waste Management Agency facility in Tuscarora.
- Documenting and resolving damages
- Invoicing and geographic delineation (GPS Coordinates) of project area

4. Project Specific Personnel

An organizational chart that lists personnel assigned to the COUNTY at NTP contract activation. At least one individual shall be on site at all times authorized to represent the Proposer and communicate with the County Debris Manager or his representative. 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

Changes to personnel listed on the proposal at the time of issuance of a NTP 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 and operations manager proposed for the project.

5. Operational and Management Plans

- a. *A Site Operations Plan*: Provide a description of the firm’s conceptual operations plan and lay-out diagram of how the site will be set up, where materials (if required) will be staged, emergency spill precautions, insurances that the site will be environmentally secure and prevent any sediment or debris from migrating offsite or back into the stream, dust control, and fire control measure required in this RFP.
- b. *Typical Site-Specific Health and Safety Plan (SHASP)*: Provide a plan that includes a comprehensive site-specific hazard analysis. Proposer may reference a SHAP **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. NOTE: A SHAP copied from a publication will not be acceptable. The SHAP should address items your firm recognizes as both real potential hazards associated with this type /scope of work.
- c. *Subcontracting Plan*: Provide a plan that includes but is not limited to the following: The total percentage of the work to be subcontracted; A list of SUB-CONTRACTORS proposed for this project. Please provide a copy of your firm’s certification statement regarding payment to SUB-CONTRACTORS. State if the Contractor will not utilize SUB-CONTRACTORS.

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. The Price Proposal shall be submitted in a separate sealed envelope. The outside of the Price Proposal shall be marked as follows:

StRAP Funded Debris Management And Removal From Ernul Drainage Canal And Half Moon Creek In Craven County

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 of similar scope and size
- References
- Thoroughness and comprehensiveness of Operational and 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 Ashley Wiggins, with the Craven County Planning Department, at awiggins@cravencountync.gov by 2:00 pm EDT on **June 6, 2025**. No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted on the Craven County Government website at www.cravencountync.gov. Select Services and then click on Bid Opportunities. Finally, click on: **Request for Proposals StRAP Funded Debris Management And Removal From Ernul Drainage Canal And Half Moon Creek in Craven County**

Any addenda and clarifications will be issued on the website by **June 13, 2025**, at 2:00 pm EDT.

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 circumstances, 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 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 hold 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 the 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 that pertain to the execution of this contract and the scope of work, both referenced and not referenced in this RFP. 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 based solely 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

No New Services of work that are not outlined in the RFP and contract will be allowed. 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, in which event the Proposer shall perform such work on an agreed upon Not -To-Exceed, time-and-materials basis, and/or at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel/Equipment assigned to perform such work, and/or by Lineal Foot (LF) Unit Rate established in the contract. This will be accomplished through the issuance of a Task Order with a Not -To-Exceed cost cap.

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 for 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. Craig Wilkie
Purchasing Agent
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 for ensuring 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. The 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 County will issue a NTP only after the selected Contractor provides written acknowledgement and compliance to the standard.

The CONTRACTOR'S Site-Specific Health and Safety Plan (SHASP) specific to Craven County shall be submitted within 5 working days of award of contract and prior to the issuance of an NTP. 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 for the anticipated total cost of the project. The CONTRACTOR may invoice each Task Order upon completion and acceptance by the County. The estimated cost to complete the project will be based on the agreed upon estimated cost for management of types of debris and the approved disposal method as accepted by the County and stated in the NTP. **The Contractor shall not begin work until a NTP is executed.**

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 a 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 to execute the project in the agreed upon time schedule;
- 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 or their representative having jurisdiction or oversight of the project;
- 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, 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 excesses 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.

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 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 North Carolina Department of Agriculture final status report (project close-out report) has been issued.

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 no 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 and at a specific location within the project area below or above the estimate quantity.

SECTION 15 - LOCATION AND LOCATION SPECIFIC SCOPE OF WORK

Maps of the StRAP/Ernul Drainage Canal & Half Moon Creek Project Location included in this RFP are the following:

Attachment A – STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (StRAP)
Ernul Project Area (A,1&2)

Attachment B – STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (StRAP)
Half Moon Creek Debris Removal Project Area

(A.1): The designated project area for the StRAP/Ernul Drainage Canal Project, Area 1: Debris Management Scope of Work; Approximately 1,353 LF,
Section Area 1 is land-based debris management of the Ernul Drainage Canal. The debris management project starts at a point (35.2534/-77.0850) on the southern Right Of Way (ROW) of the NCDOT road “Macedonia Church Road” in Ernul where the Ernul Drainage Canal begins

and continuing along the Ernul Drainage Canal approximately 1,353 LF south to Ending Point 1 (35.2509/-77.0826) adjacent to a farm production field. This Section Area 1 of the project will be executed by chipping the debris within the Ernul Drainage Canal and blowing the resulting chips in the immediate area of the canal bank. Riffs (piles) of chipped debris shall not accumulate in piles greater than 6 inches in depth. Trees and shrubs within the canal are numerous and have diameters up to 18 inches.

That section of the Ernul Drainage Canal that extends across the farmland production field between Ending Point 1 (35.247/-77.0892) and Starting Point 2 (35.2420/-77.0687) is approximately 1,100 LF and is not included in the Ernul Project Area and no work or access across this area shall be allowed.

(A:2): The designated project area for the StRAP/Ernul Drainage Canal Project, Area 2: Debris Removal Scope of Work; Approximately 5,277 LF, Section Area 2 begins at Starting Point 2 (35.2420/-77.0687) and debris removal shall be executed utilizing traditional STRAP water-based removal methods for vegetative debris, removing debris from the stream and securing the removed debris a minimum 30 LF outside the stream bank in an approved manner. The Section Area 2, Ending Point 2 (35.2420/-77.0687) is at the confluence of the Ernul Drainage Canal and Fisher Swamp (35.2420/-77.0687)

Half Moon Creek (B:1); The designated project area for the StRAP/Half Moon Project, Area (B:1) Debris Removal Scope of Work:

Section Area B:1 begins at a point on NC HWY 55 (35.3002/-77.3542) where Half Moon Creek crosses NC HWY 55 and extends downstream approximately 9,220 LF to a point on Half Moon Creek (35.2835/-77.3707). Debris removal shall be executed utilizing traditional StRAP water-based removal methods for vegetative debris, removing debris from the stream and securing the removed debris a minimum 30 LF outside the stream bank in an approved manner.

The COUNTY has obtained Right of Entry/Hold Harmless Agreements (ROW/HH) for debris removal areas with private property owners within the Project Areas. Any access for debris management or removal of debris performed adjacent to North Carolina Department of Transportation (NCDOT) rights-of-way (ROW) roadways will be performed as identified and directed by the COUNTY DEBRIS MANAGER or his authorized representative. Any work performed on NCDOT ROW will require a pre-approved Maintenance of Traffic (MOT) plan approved using the standards, guidance, and policies of the Uniform Maintenance of Traffic (MUTCD) and the NCDOT 2009 Supplement to the MUTCD.

All C&D and Post Consumer debris within these areas must be removed, loaded, hauled and disposed of at the CRSWMA landfill. A disposal manifest from the facility shall be submitted to the County as verification of disposal.

SECTION 16 - OVERVIEW OF SCOPE AND UNIT RATE SCHEDULE ITEMS

The purpose of the StRAP program as stated is either “remove debris from the 100-year floodplain or process it in such a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event.”

The work area within these StRAP Projects is located partially within the 100-year floodplain and thereby will require all vegetative debris managed under this project to be placed a minimum of 30 feet from the top of the bank of the stream.

All debris identified by the COUNTY DEBRIS MANAGER OR HIS AUTHORIZED REPRESENTATIVE shall be removed or secured within the StRAP designated area referenced in this RFP as top of Stream and Stream Bank + 30 ft Zone, each side of Ernul Drainage Canal and Half Moon Creek within the project area.

All C&D and post-consumer debris shall be removed from the project area and disposed of in the Coastal Regional Solid Waste Management Agency (CRSWMA) landfill facility located in Tuscarora. Vegetative debris shall be removed or secured within the stream and Stream Bank + 30 ft area in a manner consistent with the requirements and recommendations of the most current StRAP Program policy and procedure directives. The method by which the debris is managed will be at the sole discretion of the **County Debris Manager or his designated representative**.

For the purposes of this RFP, the CONTRACTOR shall assume all debris within the Stream and Stream Bank + 30 ft. Zone shall be managed (cut), appropriately stacked and secured (strapping) in a manner consistent with StRAP Program policy and procedure directives.

Craven County has determined it to be in their best interest to require staged/stacked, and strapping debris within the Stream and Stream Bank + 30 ft. Zone to be secured utilizing rope, **not steel cable**. The CONTRACTOR shall submit shop drawings for the rope proposed to be used in lieu of 1/8 inch diameter steel strapping cable as recommended in the Streamflow Rehabilitation Assistance Program, Debris Removal & Processing Recommendations. The rope should have an equivalent breaking strength of the cable. A rope constructed of “natural” fibers is required, no plastic, polyethylene or other plastic fiber rope will be accepted.

The CONTRACTOR shall make a minimum of one complete passes along the designated stream segments, if water levels at NTP are seasonally high or are high due to an abnormal weather event such as a hurricane or rain event that exceeds the 10-year average rainfall, a second pass or as many as may be required at a later date along the entire stream segment when water levels are at a level that allows remove of debris previously undetected. The contractor is encouraged to remove all eligible debris as the work progresses along the stream segment. The determination to require a second pass is solely determined by the County and the **County Debris Manager**. 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 extend into the stream, or within 30 feet of the stream bank from private property, shall be cut, and that part of the debris which lies within the apparent Stream and Stream Bank + 30 ft. Zone shall be appropriately addressed either by removal load, haul and disposal, or by stacking and securing as required. The CONTRACTOR shall not enter beyond the Stream and Stream Bank + 30 ft. Zone onto private property upon which the County has obtained an executed Right of Entry/Hold Harmless Agreement during the performance of the contract unless specifically authorized by the

COUNTY DEBRIS MANAGER or his authorized representative in writing. **The CONTRACTOR, for no reason shall not enter onto private property upon which the County has NOT obtained an executed Right of Entry/Hold Harmless Agreement.**

Under the contract, work shall consist of removal and chipping or stacking and securing any and all “eligible” vegetative debris within the Stream and Stream Bank as defined by this RFP/Specification, transporting all eligible C&D and post-consumer debris to a designated staging point for immediate loading and hauling for final disposal to the County approved and permitted disposal facility, Coastal Regional Solid Waste Management Agency (CRSWMA), located in Tuscarora.

Prior to and during all work performed within the Stream Bank and Stream the contractor shall maintain environmental controls that prevent and or mitigate sediment transport within the work area and stream.

The Contractor must submit an erosion sedimentation plan to the County for approval prior to the start of any ground disturbance activity greater than 5,000 square feet within the project area.

Work will include:

1. Examining debris to determine if it meets County eligibility guidelines, determine debris category i.e. vegetative, post-consumer (plastic, Styrofoam, beverage and meal packaging) & C&D (discarded metal, small appliances, building materials),
2. Manage, collect, stage, and secure vegetative debris within the Stream and Stream Bank + 30 ft. Zone,
3. Management and loading the eligible C&D, post-consumer, and debris onto the contractor’s mode of transportation from the waterway/stream to the approved final disposal facility,

It shall be the CONTRACTOR'S responsibility to collect, stage and secure; and collect, load, transport, manage, and properly dispose of any and all debris 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 Eligible Vegetative Debris Removal As Identified By The COUNTY DEBRIS MANAGER

Eligible Vegetative Debris consists of whole trees, free and uprooted tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of individual, or mounds of tree limbs and branches accumulated in and along the Stream and Stream Bank Zone.

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

Eligible consumer by-products, and construction and demolition (C&D) debris are damaged components of buildings and structures such as: lumber and wood, wallboard, glass to include glass bottles, metal and metal containers, polystyrene products and post-consumer

items such as insulation, sheeting, cups and containers, plastic pipe to include sheeting and bottles, heating, ventilation and air conditioning components, light fixtures, small consumer appliances and equipment, furnishings and fixtures that have been deposited as the result of past rain/flood events within the Stream and Stream Bank Zone .

16.3 Final Disposal of Eligible Vegetative, Post Consumer, and C&D Debris to COUNTY Approved Final Disposal Facility

Transportation (one way) of eligible debris to the COUNTY approved final disposal facility permitted to accept eligible debris.

NOTE: Documented cost of disposal at the County Approved final Disposal Facility shall be reimbursed at cost with no mark-up allowed.

16.4 Removal of Eligible Hazardous Trees

Dead-Dying and Damaged trees extending into the Stream and Stream Bank Zone approved by the COUNTY.

16.5 Removal of Stumps

Stumps within the stream or immediately adjacent to the stream bank and not imbedded or otherwise attached to the stream bank or soil can be evaluated by the COUNTY for removal/re-location as vegetative debris. Stumps embedded in the stream bank shall not be removed. Any embedded stumps shall have the trunk removed to within 6 inches of the surface area surrounding the stump.

16.11 Household Hazardous Waste (HHW)

The Resource Conservation and Recovery Act (RCRA) defines 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 NOT include removal of HHW.

SECTION 17 - SCOPE OF WORK

All debris identified by the COUNTY DEBRIS MANAGER, or his authorized representative, shall be managed, chipped, or removed. The CONTRACTOR shall make a minimum of one complete pass through the COUNTY designated stream segments,

managing (chipping), removing/relocating all debris within the Stream and Stream Bank Zone. It is at the COUNTY'S discretion to require as many passes as may be required to address all eligible debris. Partial removal of debris 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 vegetative debris, such as fallen trees, which extends onto the Stream and Stream Bank Zone from private property, shall be cut at the point where it enters the Stream and Stream Bank Zone, and that part of the debris which lies within the Stream and Stream Bank Zone shall be managed (chipped) removed/relocated. 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 Eligible Stream and Stream Bank Zone Vegetative Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris within the Stream and Stream Bank Zone to a point 30 ft. from the stream bank within the COUNTY designated stream segment. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within the Stream and Stream Bank Zone inside a County designated stream segment, transported to a point 30 ft. from the stream bank.
 - Debris removal must be approved by the County or Designate County Debris Manager.
1. Removal of vegetative debris existing in the Project Area will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative.
 2. 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") / Hold Harmless legal and operational procedures if and when the CONTRACTOR is permitted to enter private property.

17.2 Eligible Stream and Stream Bank Zone Post Consumer and C&D Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Post-Consumer and Construction and Demolition ("C&D") debris existing in the COUNTY designated stream segment and transported for final disposal at the County approved CRSWMA Final Disposal Site. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria of Post-Consumer and Construction and Demolition include:

- Debris must be located within the Stream and Stream Bank Zone inside a County designated stream segments and transported to the County designated Final Disposal Site.

Debris removal must be approved by the County or Designate County Debris

Removal of Post-Consumer and C&D debris existing in the COUNTY designated stream segments will be performed as identified by the COUNTY DEBRIS MANAGER or his authorized representative.

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 one complete pass through the COUNTY designated stream segments. 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 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 extend onto the Stream and Stream Bank from private property, shall be cut at the point where it intersects the stream bank and that part of the shall be removed, transported to a point 30 LF from the stream bank and properly secured. 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 Post-Consumer/C&D debris to a COUNTY approved Site for final disposal at the County approved facility permitted to receive Post-Consumer/C&D debris and is in compliance with federal, state, and local regulations.

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;
- Site Hazard Analysis/Inspection Report issues and concerns associated with debris cutting/stacking/securing or management operations locations along designated stream segments;
- 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 Final Disposal Sites

The COUNTY has designated CRSWMA as the only acceptable final disposal site for all C&D or post-consumer debris removed from the project area.

Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at the CRSWMA permitted disposal facilities 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 CRSWMA disposal facility correlated with all COUNTY stream segments, date and time of the work, and proof of CONTRACTOR payment to the disposal facility.

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

The COUNTY reserves the right to inspect debris management and debris removal operations, verify quantities and review operations at any time.

18.4 Use of Local Resources

The CONTRACTOR is encouraged to utilize local minority, women-owned, and Labor Surplus Area businesses and firms 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

18.6 County Debris Management, Transport/Stag/Secure Site Specifications

Management and Operations:

Every work vehicle/vessel shall have access to a twenty (20) pound ABC fire extinguisher, first aid kit, and extra personal protection equipment for visitors. Access to such safety equipment and PPE shall be made available for use by County Personnel. Watercraft shall be equipped with all US Coast Guard required appurtenances for legal and safe operation on water and be self-propelled. 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 Schedule 1, Item 24.8

The CONTRACTOR shall provide one (1) portable toilet and one (1) hand washing station at a safe location in proximity of each Project Area for the use of COUNTY representatives during their inspection of project operations. The toilet shall be provided prior to start of any Site 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 Schedule 1, Item 24.8 Management, stacking, and securing vegetative debris within the Stream and Stream Bank + 30 Ft Zone

18.7 Equipment

All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations.

Equipment used for transporting debris to the CRSWMA final disposal facility under the contract shall be rubber tired and sized properly to fit loading conditions.

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 workplace 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 (certified) 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. **Closure** of any roadway utilized by the CONTRACTOR(s) for debris collection or loading will not be permitted.

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 work is being executed. NCDOT 2009 Supplemental Standards or the most current NCDOT Supplemental Standards are also required for work on NCDOT Roadways.

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, Item 24.8. 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

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.

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 Driver Certification:

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

2. Landfill Disposal Tickets (manifest):

Upon arrival at the final disposal facility, the vehicle operator will be given a CRSWMA manifest. A copy of the CRSWMA manifest must be given to the County Debris Manager upon return to the site.

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 progress in completed work;
- 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;
- Loading Site(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 measurement 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 and disposal site manifest 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.

On contracts without Payment and Performance Bonds submitted there shall be only one invoice accepted by the County at the completion and acceptance of the project. On contracts requiring Payment and Performance Bonds, a 10% retainage will be held until the project is accepted by the County. Invoicing shall be no more than each 30 day period following the NTP. In order to recover the retainage, the CONTRACTOR must successfully complete and receive a letter of completion from the COUNTY and the Authorized STRAP Inspector for the project, 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 type removal operations 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 the permitted CRSWMA 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 (CRSWMA).

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

NON-COLLUSION AFFIDAVIT

STRAP Debris Management And Removal From Ernul
Drainage Canal And Half Moon Creek Services, Request For Proposal

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 _____, 2019

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 made a part of this Request for Proposal.

I hereby propose to perform the following work at prices as specified in this STRAP Debris Management And Removal From Ernul Drainage Canal And Half Moon Creek, 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

Federal Tax ID: _____

AUTHORIZED SIGNATURE

Phone: _____

NAME & TITLE, TYPED OR PRINTED

Fax: _____

MAILING ADDRESS

Email: _____

CITY, STATE, ZIP CODE

Subscribed and sworn to before me this _____
day of _____, 2019

Notary Public _____

My Commission expires: _____

(SEAL)

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type –	Hourly Equipment Rate
Bobcat Loader, 60 Hp, w/grapple, w/Operator	
Crash Truck w/Impact Attenuator and driver	
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp) w/Operator	
Dump Truck, 31 CY-70 CY w/CDL Driver	
Generator/Light Plant w/fuel and maintenance (Specify KW)	
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	
Pickup Truck, .5 Ton	
Pickup Truck, 1.0 Ton	
Truck, Flatbed w/Driver (Model & Hp)	
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt. & Hp) w/Operator	
Tracked Chipper with swinging discharge shoot (Capacity 18” trunk)	
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	Vegetative Debris Management (cutting & chipping)	Est. Quantity (Lineal Feet)	\$ Per Lineal Feet	Total
	Work consists of cutting, chipping, and dispersing chips on site outside the Stream and Stream Bank + 30 Ft Zone.	1,353.00		
24.3	Eligible Post-Consumer/C&D Debris Removal (Collect & Deliver to County Approved Final Disposal Site)	Est. Quantity (Pounds)	\$ Per Pound	Total
	Work consists of removal and transport of Post-Consumer/C&D Debris to a COUNTY designated Disposal Site.	2,000.00		
24.8	Cutting, stacking, and securing vegetative debris outside the Stream and Stream Bank + 30 Ft Zone	Est. Quantity (Lineal Feet)	\$ Per Lineal Feet	Total
	Work consists of cutting, relocating, stacking, and securing vegetative debris from the Stream and Stream Bank + 30 Ft Zone	14,537.00		

General Provisions
Attachment (A)

I-1.	Definitions	I-18.	Inspection and Acceptance
I-2.	E-Verify	I-19.	Availability of Funds
I-3.	Conflicts of Interests	I-20.	Invoicing and Payment
I-4.	Officials not to Benefit	I-21.	Withholding
I-5.	Oral Representations	I-22.	Contractor Liability
I-6.	Non Appropriation	I-23.	Termination
I-7.	Representations	I-24.	Requests for Monetary or other Relief
I-8.	Advertisements	I-25.	Notification of Debarment or Suspension Status
I-9.	Subcontracting	I-26.	Equal Employment Opportunity
I-10.	Assignment	I-27.	Drug-Free Work Place
I-11.	Iran Divestment Act	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-12.	Permits and Licenses	I-29.	Standards
I-13.	Non-Waiver or Defaults	I-30.	Force Majeure
I-14.	Indemnity	I-31.	Israeli Boycott Clause
I-15.	Insurance	I-32.	Federal Funds
I-16.	Warranty	I-33.	Produced in the US
I-17.	Item Substitution & Variation	I-34.	National Security

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "Craven County" refers to the Craven County Government activities and organizations.
 - B. "Contract" Identifies this contract or any modification thereto.
 - C. "Finance Director" means a person authorized in writing to execute and administer the contract on behalf of Craven County or said Finance Director's successor or successors. (Note: Other Craven County and Government Officials, who by virtue of their positions are concerned with the administration and operation of this contract, may take certain administrative actions on behalf of the Finance Director. These Officials may conduct inspections, process and collect contract payments, make administrative decisions and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Craven County or Government Officials to the Finance Director.)
 - D. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Conflicts of Interests:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Craven County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Craven County may terminate this and all other Craven County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.

- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Craven County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Craven County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.
- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Craven County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Craven County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Craven County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Craven County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Craven County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**
A. Contractor shall indemnify, hold harmless and defend Craven County, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or

pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:

1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor:
 2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Craven County, its representatives, or employees.
 3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
- B. Craven County will give Contractor notice and an opportunity to defend.

I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

- A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).
- C. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

I-16. **Warranty:** Contractor warrants that:

- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not "seconds" as the term is normally understood in the trade. This warranty shall survive acceptance by Craven County of the items and is in addition to other warranties of additional scope given by the Contractor to Craven County.
- B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor's warranties are in addition to and do not limit any rights afforded to Craven County by any other clause of this contract.
- C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter's Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
- D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Craven County.

I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.

I-18. **Inspection and Acceptance:** The government per the following shall make inspection and acceptance:

- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Craven County activities do not include defective/non-conforming items.
- B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Craven County rights under the warranty provisions contained herein.

- C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, Craven County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor's plant shall also be borne by the Contractor.
- D. In case of refund, the Contractor shall be liable to Craven County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
- E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.
- F. For the purpose of accounting or auditing inspections, the County's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the County to the Contractor/Engineer/Architect pursuant to this Agreement.

I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.

I-20. **Invoice and Payment:**

- A. **Invoicing Instructions.** In order to be considered proper invoices, invoices must be submitted as follows:
 - 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 - 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - a. Name of Contractor.
 - b. Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Craven County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.
 - c. Contract/Order Number.
 - d. Item Description and Quantity Shipped/Delivered.
 - e. Contract/Order Line Item Cost and Total
 - f. Any applicable sales tax
 - g. Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.
 - h. "Ship To" address as shown on order or contract.
 - i. Freight charges (on FOB origin shipments).
 - j. Name, title and phone number of Contractor's contact person.
 - k. Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office
 - 3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.
- B. **Payment.**
 - 1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Craven County paying office. Improper invoices may be returned without payment to the Contractor.

2. The next payment date for Craven County Contracts is established at 30 days after receipt of a proper invoice.
3. Payment is made:
 - a. The date a check for payment is dated.
 - b. The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - c. The date a withholding authorized by the contract is initiated by Craven County.
4. Any questions or inquiries concerning invoice payments should be directed to the Craven County Finance Account Payable department designated on the contract or purchase/deliver order.

I-21. **Withholding:** Craven County may withhold payment for amounts due or creditable to Craven County under this contract, e.g., returns, damage.

I-22. **Contractor Liability:**

- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Craven County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
- B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

I-23. **Termination:**

- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
- B. Termination for Convenience. Craven County by written notice may terminate this contract in whole or in part when it is in the best interest of the Craven County. To the extent that this contract is for services and is so terminated, Craven County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
- C. Termination for Default. Craven County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
 1. the Contractor was not in default; or
 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
- D. The rights and remedies of Craven County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.

I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.

I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this contract. Consistent with the size and

organization of its work force, contractor or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free workplace policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.

I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Craven County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the “Termination for Default” Clause.

I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

I-31. **Israeli Boycott Clause:** Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.

I-32. **Federal Funds:** The provisions of Attachment (D) are hereby incorporated by reference into this contract if (a) the funding for this contract originated with the United States of America, or any department, agency or program thereof [i.e., “federal funds”] or (b) if this contract is executed pursuant to or by virtue of any program of the United States of America or any department or agency thereof.

The Contractor agrees to comply with all provisions of 2 C.F.R. § 200-236 and 2 C.F.R. Part 200, Appendix II, and said provisions are incorporated herein by reference and made applicable to this contract. Furthermore, at all times the Contractor shall keep and observe each and every requirement which may be imposed upon it under any executive order, policy, procedure, statute, rule or regulation promulgated by the United States of America or any agency or department thereof, whether mentioned specifically herein or not, including but not limited to the following:

A. **Equal Employment Opportunity (41 C.F.R. Part 60):** If this contract meets the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3, in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor), the Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), which is hereby incorporated herein

verbatim by reference, and this contract is thereby subject to such clause as may from time to time be amended.

- B. **Davis-Bacon Act (40 U.S.C. 3141-3148)**: If this contract is a “prime construction contract in excess of \$2,000,” the contractor shall generally comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and shall specifically: (i) meet the requirements of 29 C.F.R. pt. 5 as may be applicable; (ii) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and (iii) pay wages not less than once a week.
- C. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**: If the Davis-Bacon Act applies to this contract, then
- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract;
 - ii. The contractor or subcontractor shall insert in any subcontracts the requirements in “i” above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses; and
 - iii. breach of the contract clauses above shall be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- D. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**: If this contract involves in excess of \$100,000 and the employment of mechanics or laborers, contractor shall comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, and the provisions of 29 C.F.R. § 5.5(b) are incorporated herein by reference.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**: If this contract involves in excess of \$150,000, the contractor shall comply with the Clean Air Act, 42 U.S.C. §§ 7401-7671q., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251-1387. Any violations thereof shall be immediately reported to Craven County.
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Additionally, the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Additionally, the execution of this contract or the acceptance of benefits hereunder constitutes a certification by the contractor that the foregoing provisions have been complied with and is a material representation of fact relied upon by Craven County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Craven County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Finally, the contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract and shall include a provision requiring such compliance in its lower tier covered transactions.
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: If this contract involves in excess of \$150,000, the contractor shall comply with 31 U.S.C. § 1352 and must sign and submit to Craven County the certification found at APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

- H. **Procurement of Recovered Materials (2 C.F.R. § 200.322)**: Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.
 - I. **Access to Records**: The Contractor agrees (i) to provide Craven County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (ii) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract; and (iv) that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States, in compliance with the Disaster Recovery Act of 2018. Additionally, the contractor shall comply with the records retention requirement of 2 CFR § 200.324.
 - J. **Logos, etc.**: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 - K. **Federal Government Obligations**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities of Craven County, contractor, or any other party pertaining to any matter resulting from this contract.
 - L. **Program Fraud**: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions under this contract.
- I-33. **Produced in the US**: As appropriate and to the extent consistent with law, the [non-Federal entity][vendor] should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including, but not limited to iron, aluminum, steel, cement, and other manufactured products.
- I-34. **National Security**: No portion of the funding under this contract may be used to obtain communications equipment or services from a company that poses a national security risk to US communications networks, as identified by the Federal Communications Commission from time to time.