

*EXHIBIT A
SOLICITATION
INSTRUCTIONS TO BIDDERS*

TOWN OF HILDEBRAN, BURKE COUNTY, N.C.

REQUEST FOR SEALED BID PROPOSALS-DEBRIS REMOVAL CONTRACT

THE TOWN OF HILDEBRAN IS SOLICITING ITS REQUEST FOR SEALED BIDS FOR DEBRIS REMOVAL SERVICES RELATED TO RECOVERY FROM DAMAGES CAUSED BY A SUDDEN NATURAL DISASTER THAT OCCURRED ON SEPTEMBER 27, 2024, MORE PARTICULARLY, A WEATHER EVENT RELATED TO HURRICANE AND TROPICAL STORM HELENE.

THE ENTIRE SCOPE OF WORK AS WELL AS ALL CONTRACT REQUIREMENTS ARE IDENTIFIED IN A SAMPLE CONTRACT ATTACHED HERETO.

PRICES SHOULD BE BASED ON THE FOLLOWING:

1. CUTTING AND REMOVING ALL TREES, LIMBS AND STUMPS OF ALL FALLEN TREES AND ANY OTHER FALLEN LIMBS AND LEAFS DISPERSED THROUGHOUT THE HILDEBRAN COMMUNITY PARK LOCATED AT 114 MAIN AVE E, HILDEBRAN, NC 28637.
2. IF USING A LANDFILL, BURKE COUNTY LANDFILL SHALL BE THE DISPOSAL SITE AND IS AN ESTIMATED 19.2 MILES FROM THE CENTER OF THE HILDEBRAN COMMUNITY PARK.
3. THE TOWN OF HILDEBRAN SHALL BE RESPONSIBLE FOR ALL BURKE COUNTY TIPPING FEES.
4. CONSTRUCTION AND DEMOLITION DEBRIS (C&D) IS NOT INCLUDED IN THIS CONTRACT, AND CONTRACTOR SHALL NOT BE PAID FOR ANY LOADS THAT CONTAIN C&D.

THE TOWN RESERVES THE RIGHT TO TERMINATE THE CONTRACT AT ITS CONVENIENCE.

CONTRACTOR SHALL FURNISH WITH SEALED BID PROOF OF BEING DULY LICENSED IN THE STATE OF NORTH CAROLINA.

CONTRACTOR MAY FURNISH WITH SEALED BID REFERENCE CONTACTS IN REGARD TO DEBRIS REMOVAL, PREFERABLY FROM NORTH CAROLINA.

CONTRACTOR WILL FURNISH ALL MANPOWER, EQUIPMENT AND ANY OTHER NEEDED MATERIALS TO FULFIL THE CONTRACT.

CONTRACTOR WILL BE RESPONSIBLE FOR ANY NECESSARY TRAFFIC CONTROL FUNCTIONS AND WILL COORDINATE WITH APPROPRIATE AGENCIES TO ENSURE THE INTEGRITY OF WATER LINES, GAS LINES, WATER\SEWER LINES, ELECTRIC LINES AND OR TELEPHONE LINES.

CONTRACTOR AGREES AT ALL TIMES DURING THIS CONTRACT TO MAINTAIN INSURANCE COVERAGE AS PER ARTICLE 10 OF CONTRACT.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD THE TOWN OF HILDEBRAN HARMLESS PER ARTICLE 8 OF CONTRACT.

SEALED BIDS MUST BE SUBMITTED IN WRITING, ON THE BID FORM PROVIDED HEREIN NOT LATER THAN **10:00 A.M. ON OCTOBER 28, 2024**. SEALED BIDS MAY BE DELIVERED PERSONALLY OR MAILED TO THE TOWN HALL, 109 SOUTH CENTER STREET, HILDEBRAN, N.C. 28637 ATTN: DEBRIS REMOVAL. CONTRACTORS MAY CALL 828-397-5801 TO REQUEST ANY ADDITIONAL INFORMATION. **PLEASE NOTE THAT BIDS CANNOT BE ACCEPTED IF RECEIVED AFTER 10:00 A.M. ON OCTOBER 28, 2024.**

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

LOGAN SHOOK
TOWN MANAGER

EXHIBIT A

SEALED BID FOR DEBRIS REMOVAL

PLEASE INDICATE YOUR PRICE BELOW BY SUBMITTING A PRICE PER TON OR A LUMP SUM PRICE.

TYPE OF WORK

STORM DEBRIS: removal, cleanup and any necessary transportation to disposal site of woody debris, limbs, trees, stumps, root balls, and other vegetative matter caused by a sudden natural disaster on SEPTEMBER 27, 2024:

**PRICE
PER TON**

\$ _____

OR

STORM DEBRIS: removal, cleanup and any necessary transportation to disposal site of woody debris, limbs, trees, stumps, root balls, and other vegetative matter caused by a sudden natural disaster on SEPTEMBER 27, 2024:

**LUMP SUM
PRICE**

\$ _____

PLEASE DESCRIBE THE EQUIPMENT YOU PLAN TO USE IN FULFILLING THIS CONTRACT IF SELECTED,
(EXAMPLE: 3 EA 1998 FORD TANDEM AXLE DUMP TRUCK)

- () PROOF OF N.C. LICENSE ATTACHED
- () REFERENCES ATTACHED

COMPANY NAME _____ PHONE _____

EMAIL _____

ADDRESS _____

OFFICER NAME AND TITLE

DATE

SIGNATURE

(CORPORATE SEAL)

**TOWN OF HILDEBRAN
CONTRACT FOR STORM DEBRIS REMOVAL**

ARTICLE 1: AGREEMENT BETWEEN PARTIES

THIS CONTRACT IS MADE AND ENTERED INTO THIS THE ____ DAY OF _____, 2024, BY AND BETWEEN THE TOWN OF HILDEBRAN (HEREINAFTER CALLED TOWN) AND

(HEREINAFTER CALLED CONTRACTOR). CONTRACT SHALL REMAIN IN EFFECT AT THE QUOTED PRICE UNTIL MIDNIGHT ON DECEMBER 1, 2024. THE TOWN SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT AT ANY TIME WITHOUT PRIOR NOTICE TO CONTRACTOR.

ARTICLE 2: SCOPE OF WORK

THIS CONTRACT IS ISSUED FOR THE REMOVAL OF STORM DEBRIS CAUSED BY A SUDDEN NATURAL DISASTER THAT OCCURRED ON SEPTEMBER 27, 2024, MORE PARTICULARLY, HURRICANE AND TROPICAL STORM HELENE; CONSTRUCTION AND DEMOLITION DEBRIS (C&D) IS NOT INCLUDED IN THIS CONTRACT. CLEANUP, REMOVAL AND TRANSPORT WILL BE LIMITED TO THE HILDEBRAN COMMUNITY PARK LOCATED AT 114 MAIN AVE E, HILDEBRAN, NC 28637

STORM DEBRIS:

WORK SHALL COMMENCE UPON REQUEST FROM THE TOWN MANAGER, AS SOON AS WEATHER CONDITIONS PERMIT, AND SHALL CONSIST OF REMOVAL, CLEANUP AND ANY NECESSARY TRANSPORTATION TO DISPOSAL SITE OF ALL WOODY DEBRIS, LIMBS, TREES, LEAFS, STUMPS, ROOT BALLS AND OTHER VEGETATIVE MATTER CAUSED BY THE SUDDEN NATURAL DISASTER. CONTRACTOR WILL COLLECT ONLY THAT STORM DEBRIS WHICH IS AT THE HILDEBRAN COMMUNITY PARK. CONTRACTOR WILL TAILOR CREWS ACCORDING TO TYPE OF WORK; HOWEVER, CREWS WILL CONSIST OF REQUIRED EQUIPMENT WITH OPERATORS, SUPERVISORS, AND CREW MEMBERS WITH CHAIN SAWS, RAKES AND OTHER ITEMS REQUIRED TO RENDER A SITE CLEAN ONCE BULKY DEBRIS HAS BEEN REMOVED. CONTRACTOR MAY SUBCONTRACT, AT HIS\HER EXPENSE, FOR ADDITIONAL PERSONNEL\EQUIPMENT RESOURCES AS NECESSARY TO AUGMENT CONTRACT CREWS AS A MEANS OF OPTIMIZING EFFICIENCY. SO DOING WILL NOT IMPACT THE QUOTED PRICE PER TON RATE OR LUMP SUM AMOUNT FOR REMOVAL OF STORM DEBRIS.

ARTICLE 3: ADDITIONAL REQUIRMENTS

(APPLICABLE TO STORM DEBRIS REMOVAL OPERATIONS) DAMAGE TO LAWN, EQUIPMENT, CURBS, SIDEWALKS, ETC. CREATED BY CONTRACTOR WILL BE RETURNED TO PREDAMAGE CONDITION AT THE SOLE EXPENSE OF THE CONTRACTOR. ALL TRAFFIC CONTROL WILL BE IN ACCORDANCE WITH APPROPRIATE REGULATIONS AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL SUCH ACTIVITIES PERFORMED BY CONTRACTOR WILL HAVE PUBLIC SAFETY AS A PRIMARY CONCERN. CONTRACTOR WILL FULLY LOAD ALL TRUCKS\TRAILERS TRANSPORTING DEBRIS COMMENSURATE WITH THE TYPE OF VEHICLE AND TYPE OF DEBRIS. LOADING AT MAXIMUM CAPACITY IS ESSENTIAL TO MINIMIZE TRAVEL TIME TO\FROM THE DUMP SITE AND TO MAXIMIZE EFFICIENCY.

ARTICLE 4: SCHEDULE OF WORK

TIME IS OF THE ESSENCE FOR ALL DEBRIS REMOVAL ACTIVITIES. WORK UNDER THIS CONTRACT WILL COMMENCE UPON REQUEST FROM THE TOWN MANAGER AND SHALL TERMINATE AT HIS DIRECTION. ALL WORK MUST BE COMPLETE BY NOVEMBER 25, 2024.

ARTICLE 5: CONTRACT PRICING

PRICING FOR PERFORMANCE OF THE WORK STIPULATED HEREIN SHALL BE AS FOLLOWS:

STORM DEBRIS: \$ _____ PER TON (AS SHOWN ON EXHIBIT A) OR AS A LUMP SUM OF \$ _____

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CONTRACT FOR STORM DEBRIS REMOVAL**

WEIGH TICKETS FROM THE BURKE COUNTY LANDFILL ARE THE SOLE CONSIDERATION IN DETERMINING WEIGHT. THE TOWN MAINTAINS THE RIGHT TO ESTABLISH A "NOT TO EXCEED" PRICE FOR THE EVENT, SHOULD IT DEEM NECESSARY. IN THAT INSTANCE, WORK WOULD CONCLUDE WHEN THE AGGREGATE TONNAGE CHARGES REACH THE LIMIT APPROVED BY THE TOWN, WHETHER OR NOT ALL DEBRIS HAS BEEN COLLECTED. A COPY OF EACH WEIGH TICKET SHALL BE PROVIDED TO THE TOWN MANAGER IMMEDIATELY AFTER EACH VEHICLE'S LOAD IS WEIGHED AT THE BURKE COUNTY LANDFILL. ANY WEIGH TICKET NOT SUBMITTED TO THE TOWN MANAGER IMMEDIATELY AFTER THE WEIGH-IN AT BURKE COUNTY LANDFILL SHALL NOT BE ELIGIBLE FOR PAYMENT BY THE TOWN. CONTRACTOR UNDERSTANDS AND AGREES THAT HE SHALL NOT BE PAID FOR ANY C&D DEBRIS HAULED AND DISPOSED OF OR ANY STORM DEBRIS INTERMINGLED WITH C&D DEBRIS THAT IS HAULED AND DISPOSED OF.

ARTICLE 6: PAYMENT

THE CONTRACTOR SHALL SUBMIT THE ONE INVOICE, ALONG WITH ADEQUATE DOCUMENTATION ACCEPTABLE TO FEMA REGULATIONS FOR REIMBURSEMENT TO TOWN, FOR COMPLETED WORK AT THE END OF THE PROJECT. THE TOWN MANAGER WILL REVIEW THE SITE TO ENSURE WORK IS COMPLETED PRIOR TO ISSUING PAYMENT.

ARTICLE 7: CLAIMS

IF THE CONTRACTOR WISHES TO MAKE A CLAIM FOR ADDITIONAL COMPENSATION FOR WORK OR MATERIALS NOT CLEARLY COVERED IN THE CONTRACT, OR NOT ORDERED BY THE TOWN AS A MODIFICATION TO THE CONTRACT AND ESSENTIAL TO PUBLIC SAFETY, HE SHALL NOTIFY THE TOWN IN WRITING. THE CONTRACTOR AND THE TOWN WILL NEGOTIATE THE AMOUNT OF ADJUSTMENT PROMPTLY; HOWEVER, IF NO AGREEMENT IS REACHED, A BINDING SETTLEMENT WILL BE DETERMINED BY A THIRD PARTY ACCEPTABLE TO BOTH THE TOWN AND THE CONTRACTOR UNDER THE AUSPICES OF APPLICABLE STATE LAW.

ARTICLE 8: INDEMNITY

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENT COSTS, CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS, OR CAUSES OF ACTION OF EVERY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE THEREOF THAT ARE DUE TO THE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND THE SAME AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO.

ARTICLE 9: CONTRACTORS OBLIGATIONS

CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK OF HIS CREWS, USING SKILLED LABOR AND PROPER EQUIPMENT FOR ALL TASKS. SAFETY OF THE CONTRACTOR'S PERSONNEL AND EQUIPMENT IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY HEALTH ADMINISTRATION (OSHA) REQUIREMENTS IN THE GENERAL INDUSTRY (1910) AND CONSTRUCTION (1926) STANDARDS. ADDITIONALLY, THE CONTRACTOR SHALL PAY FOR ALL MATERIALS, EQUIPMENT, PERSONNEL TAXES, AND FEES (EXCEPT LANDFILL FEES) NECESSARY TO PERFORM UNDER THE TERMS OF THIS CONTRACT. ANY UNUSUAL, CONCEALED OR CHANGED CONDITIONS ARE TO BE IMMEDIATELY REPORTED THE TOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES, SIDEWALKS, ROADS, BUILDINGS, AND OTHER PERMANENT FIXTURES. ANY UNAVOIDABLE DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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ARTICLE 10: INSURANCE

- A. CURRENT, VALID INSURANCE POLICIES MEETING THE REQUIREMENTS HEREIN IDENTIFIED SHALL BE MAINTAINED DURING THE DURATION OF THE NAMED PROJECT. CONTRACTOR AND SUBCONTRACTORS MAY NOT BEGIN WORK UNTIL THESE INSURANCE COVERAGES HAVE BEEN OBTAINED AND HAVE THE TOWN LISTED AS ADDITIONALLY INSURED.
- B. WORKERS' COMPENSATION: INSURANCE COVERING ALL EMPLOYEES MEETING STATUTORY LIMITS IN COMPLIANCE WITH THE APPLICABLE STATE AND FEDERAL LAWS. THE COVERAGE MUST INCLUDE EMPLOYERS' LIABILITY WITH A LIMIT OF \$500,000. IF CONTRACTOR EMPLOYEES LESS THAN THREE (3) EMPLOYEES, CONTRACTOR MAY SEEK A WAIVER FROM THE TOWN.
- C. COMMERCIAL GENERAL LIABILITY: COVERAGE SHALL HAVE MINIMUM LIMITS OF 1,000,000 GENERAL AGGREGATE, PRODUCTS/COMPLETED OPERATIONS AGGREGATE, PERSONAL AND ADVERTISING INJURY AND EACH OCCURRENCE. THIS SHALL INCLUDE PREMISES AND OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS AND COMPLETED OPERATIONS, BROAD FORM PROPERTY DAMAGE, XCU COVERAGE AND CONTRACTUAL LIABILITY COVERAGE SHALL BE WRITTEN ON AN OCCURRENCE BASIS.
- D. BUSINESS AUTO LIABILITY: COVERAGE SHALL HAVE MINIMUM LIMITS OF \$750,000.00 PER OCCURRENCE, COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. THIS SHALL INCLUDE OWNED VEHICLES, HIRED AND NON-OWNED VEHICLES AND EMPLOYEE NON-OWNERSHIP.

ARTICLE 11: CONTRACTOR CERTIFICATIONS

BY SIGNATURE OF THIS CONTRACT, THE CONTRACTOR CERTIFIES THAT THEY ARE NOT A DISBARRED FEDERAL CONTRACTOR. SHOULD THE TOWN BE NOTIFIED THAT THE CONTRACTOR IS LISTED AS A FEDERAL DISBARRED CONTRACTOR, THE CONTRACT SHALL BE NULL AND VOID AND THE TOWN SHALL NOT OWE PAYMENT FOR WORK PERFORMED.

ARTICLE 12: CONTRACTOR QUALIFICATIONS

THE CONTRACTOR MUST BE DULY LICENSED IN THE STATE OF NORTH CAROLINA PER STATUTORY REQUIRMENTS.

ARTICLE 13:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES, AND NO ORAL OR VERBAL REPRESENTATIONS, EXPRESSIONS, OR DISCUSSIONS NOT CONTAINED HEREIN SHALL BE APPLICABLE.

ARTICLE 14:

IN THE EVENT ANY PART OF THIS AGREEMENT SHOULD BE DECLARED VOID OR UNENFORCEABLE, SAID ACTION SHALL NOT INVALIDATE THE REMAINDER OF THE AGREEMENT, AND THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED SEVERED FROM THE PART DECLARED INVALID, AND SHALL REMAIN IN FULL FORCE AND EFFECT.

ARTICLE 15: CONTRACTOR COMPLIANCE

E-VERIFY. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ARTICLE 2 OF CHAPTER 64 OF THE NORTH CAROLINA GENERAL STATUTES. FURTHER, SHOULD CONTRACTOR UTILIZE A SUBCONTRACTOR(S), CONTRACTOR SHALL REQUIRE THE SUBCONTRACTOR(S) TO COMPLY WITH THE

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REQUIREMENTS OF ARTICLE 2, CHAPTER 64 OF THE GENERAL STATUTES. PURSUANT TO NORTH CAROLINA GENERAL STATUTE § 143-133.3(C)(2), CONTRACTS SOLELY FOR THE PURCHASE OF APPARATUS, SUPPLIES, MATERIALS, AND EQUIPMENT ARE EXEMPT FROM THIS E-VERIFY PROVISION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED OR CAUSED THE SAME TO BE EXECUTED IN DUPLICATE ORIGINALS BY THEIR DULY AUTHORIZED OFFICERS OR INDIVIDUALLY ON THE DAY AND YEAR FIRST ABOVE WRITTEN FOR THE PURPOSES HEREIN EXPRESSED.

ATTEST:

TOWN OF HILDEBRAN

ALICE SANDERS, TOWN CLERK

LOGAN SHOOK, TOWN MANAGER

CONTRACTOR:

(SEAL)

_____ (SEAL)

COMPANY NAME

OFFICER NAME

TITLE

SIGNATURE