

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

NOTICE

Upon receiving this proposal by internet, email michele_windham@southportnc.org to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

STATE OF NORTH CAROLINA

CONTRACT NO:

BRUNSWICK COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT, made this the ____ day of _____, 20__, by and between the CITY OF SOUTHPORT, NORTH CAROLINA, a Municipal Corporation located in Brunswick County (hereinafter called "CITY"); and

_____, a corporation organized under the laws of the State of _____, with its principal office in _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. **Purpose**

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Scope of Work, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

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PART I – INSTRUCTIONS TO BIDDERS

1.00 **DEFINITIONS**

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.05 Phase II - Dangerous Tree and Hanging Limb Removal and Disposal is to include cutting, loading, hauling and disposal of dangerous trees and hanging limbs from rights-of-way, parks, and designated Public Property within the incorporated limits of the City.
- 1.06 Hanging Limb is any broken limb(s) or tree parts(s) which is two (2) inches or larger in diameter and four (feet) or longer in length, that is overhanging or projecting into the right-of-way, public property or endangering the general public with regards to the accepted use of the property. The hanging limb may be broken and still attached to the tree, or detached from the tree and hung up in the tree.
- 1.07 Dangerous Tree is any leaning or damaged tree with a diameter breast height of six (6) inches or greater, that has the potential to create future damage to, or obstruction of, the right-of-way, any roadway appurtenances, public property or endanger the general public with regards to the accepted use of the property which meets one or more of the following criteria:
- 1.07.1.1 Trees where greater than or equal to 50% of the crown (treetop) has been broken out or destroyed.
- 1.07.1.2 Trunk damaged with wounds where limbs have been ripped “out of the sockets: where greater than or equal to 35% of the trunk diameter has been damaged.
- 1.07.1.3 Trees with split trunks.

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1.07.1.4 Trees with severe vertical or horizontal cracks in the trunks.

1.07.1.5 Leaning trees in danger of falling into the right-of-way, any roadway appurtenances, and public property or endanger the general public with regards to the accepted use of the property with regards to the accepted use of the property. Identified by a pronounced lean in combination with an upraised plate of soil on the opposite side of the lean or any storm affected tree leaning more than 30% from perpendicular which also matches the definition of dangerous tree.

1.07.1.6 Bent trees and vegetation: Trees and vegetation deformed by the storm to the extent they project into and endanger the right-of-way, any roadway appurtenances, public property or endanger the general public with regards to the accepted use of the property.

2.00 BIDDER REPRESENTATIVES

2.01 Each Bidder by making his Bid represents that:

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

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.01 Bidders shall promptly notify Mr. David Fox, Public Services Director, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.

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- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach Mr. David Fox, Public Services Director, at least four (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 4.00 **BIDDING PROCEDURE**
- 4.01 Sealed bids will be addressed to “***PHASE II- DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT***”, City Clerk, 1029 N. Howe St., Suite 100, Southport, NC 28461. Deadline for submittal of bids will be 1:00 PM on Thursday, May 9, 2019. At which time the bid opening and reading will take place in a conference room made available at the City Hall Offices at 1029 N. Howe St., Southport, NC 28461, and be open to the public. Interested parties are recommended to attend the Pre-bid Conference scheduled at 1:00 PM on Thursday, May 2, 2019, also in a conference room made available at the City Hall Offices, 1029 N. Howe St., Southport, NC 28461. A recommendation will be submitted to the Board of Alderman no later than the next scheduled meeting of the Board of Alderman,
- 4.02 The complete ***original proposal and two (2) copies*** 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. ***A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.***
- 4.03 The unit Price Bid Sum shall be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and may considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid no later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. Faxed or E-mailed bids **will not be accepted.**

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4.07 Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his bid after time has been called. Sureties and principals are advised that the City cannot give consideration to any plea of "error" in preparation of the Bid.

5.00 **CONSIDERATION OF BIDS**

5.01 Rejection of Bids: The City shall have the right to reject any or all Bids and/or waive any informality or irregularity in the bid.

5.02 Acceptance of Bid (Award): It is the intent of the CITY to award two (2) Contracts; a primary contract to be awarded to the lowest responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The CITY shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in his judgment is in the CITY'S best interest.

5.03 The primary Contractor will be the CITY'S first call for this recovery phase of operation. The secondary contractor will be called if the primary contractor is not responsive or at the discretion of the CITY when it is deemed necessary for more than one contractor to assist in this response and Scope of Work.

6.00 **INSURANCE**

6.01 Careful attention is directed to insurance. The CONTRACTOR should carefully review his insurance in order to be completely and adequately covered with regard to special hazards, etc. **Certificates for Worker's Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package.** The CONTRACTOR shall maintain at minimum the following limits of liability.

Workman's Compensation and Employer's Liability	\$ 500,000 / \$ 500,000 / \$500,000
Contractor's General Liability Ins.	\$ 1,000,000
Contractor's Vehicle Ins.	\$ 1,000,000
(Combined Single Limit – Bodily Injury and Property Damage)	

The CONTRACTOR'S Comprehensive General Liability Insurance shall include coverage for premises operations, independent contractors, completed operations,

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scope of work, products and contractual exposures as shall protect the CONTRACTOR from claims arising out of any bodily injury, including accidental death, as well as, claims for property, damages which may arise from operations under this contract, whether such operations be by the CONTRACTOR or by any subcontractor or any directly or indirectly employed by either of them. The City of Southport must be named as an additional insured prior to initiation of the scope of work under the Contractors General Liability Insurance. Automobile Liability Insurance shall include coverage for all owned, hired and non-owned vehicles

7.00 **TIME/COMPLETION SCHEDULE**

7.01 This contract will be valid for the period beginning July 1, 2019 and ending June 30, 2021. All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste. **CONTRACTOR will begin Phase II – Dangerous Tree and Hanging Limb Removal and Disposal within 24 hours of written notice to proceed**, as set forth in Part I, Section 31.00, by email and or fax and followed by regular mail from the City Manager or his designee

8.00 **CERTIFICATES**

8.01 Payment will be made within ten (10) days after submission of weekly pay applications (invoices) and satisfactory completion of requirement set forth in 8.02 below. **Payment will be based on unit price as determined by the City or its designee at the awarded unit price and satisfactory completion of requirement set forth in 8.02 below. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the Superintendent of Parks & Landscape.**

8.02 Subcontractor payment verification. All subcontractors must register with the City of Southport prior to beginning work for the Contractor. Each listed subcontractor will be required to confirm receipt of payment from Contractor through a “Subcontractor’s Final Affidavit, Waiver and Release” prior to the City issuing final payment to the Contractor. Contractor will also prepare an Affidavit of Payment of Debts and Claims and to be verified with a Consent of Surety Company to Final Payment.

9.00 **SAFETY**

9.01 CONTRACTOR shall provide a safe working environment and will be solely responsible for maintaining safety at all work sites. CONTRACTOR shall take all reasonable steps to insure safety for both workers and visitors to any work site, to

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include traffic control.

10.00 LOCATIONS FOR DISPOSAL

10.01 The CONTRACTOR will be responsible for disposal of all trees, limbs, root balls, grinding, etc. removed under this agreement.

10.02 Under the Alternative Procedure, the CONTRACTOR will cut and stage dangerous trees and hangers but will retain the responsibility for disposal of all stump, root balls, grinding, etc. removed under this agreement.

11.00 PERFORMANCE REQUIREMENTS

11.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond, each in the amount of One Million Dollars (\$1,000,000.00) or 100 percent of the contract price throughout the contract execution period, when the Director of Public Services requests initiation of this Phase II – Dangerous Tree and Hanging Limb Removal and Disposal Contract, until such time as the scope of work contained in this contract is completed as determined by the Director of Public Services.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in NCGS 44A-33, without any variations therefrom.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

11.02 City's right to carry, out the work:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a two-day period after receipt of written

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notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In the event the City sends written notice of the same contract deficiency on two or more occasions, regardless if the contractor corrects such deficiencies, the City may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for the City's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the City.

12.00 TERMINATION BY THE CITY FOR CAUSE:

- 12.01.1 The City may terminate the contract if the CONTRACTOR:
- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
 - b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors;
 - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 12.01.2 When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, two days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:
- a. accept assignment of subcontracts; and/or
 - b. finish the work by whatever reasonable method the City may deem expedient.
- 12.01.3 When the City terminates the contract for one of the reasons stated in Subparagraph 12.01.1, the CONTRACTOR shall not be entitled to receive

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further payment until the work is finished.

- 12.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the City 's services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the City. This obligation for payment shall survive termination of the contract.
- 12.01.5 **Termination for Convenience;** this agreement may be terminated without cause by either party with thirty (30) days written notice. If the contract is terminated by the CITY as provided herein, the contractor will be paid per the contract for work completed as of the date of termination.
- 12.01.6 Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

13.00 ESTIMATED QUANTITIES

The CITY makes no guarantee as to the quantities the CONTRACTOR will actually remove or dispose.

14.00 PERSONNEL

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

15.00 CONFLICT OF INTEREST

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

16.00 OTHER LAWS AND REGULATIONS

- 16.01 CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the

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Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the CITY, FEMA and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

16.02 CONTRACTOR, and any subcontractor it employs, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law).

17.00 NON-DISCRIMINATION

17.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program, which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

18.00 MINORITY BUSINESS ENTERPRISE (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

18.01 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction

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- projects for minority owned business enterprises.
- 18.02 Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- 18.03 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- 18.04 Provide technical assistance as needed.
- 18.05 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that

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Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

19.00 INTERPRETATION

All of the terms and conditions contained herein, "and in the Documents" shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

20.00 RECORDS RETENTION AND REVIEW

20.01 The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of three (3) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

21.00 WRITTEN NOTICE TO PROCEED

21.01 The CITY shall issue an official written notice to proceed for the services referenced in this contract. The notice shall be sent via email and/or facsimile followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written notice to proceed has been sent and received by the CONTRACTOR. Upon CITY request, CONTRACTOR must acknowledge receipt of the written notice to proceed by writing to Mr. Bruce Oakley, City Manager, by fax # 910-457-7948 or email boakley@southportnc.org, and followed by regular mail.

22.00 QUALIFICATIONS OF CONTRACTOR

22.01 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

22.01.1 Most recent completed Annual Financial Report

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- 22.01.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report
- 22.01.3 Surety Company Name, Contact Name and telephone #
- 22.01.4 Listing of Sureties Secured past 5 years and amounts
- 22.01.5 Insurance Company Name, Contact Name and telephone #
- 22.01.6 Dangerous Trees and Hanging Limbs Debris Removal and Disposal Experience (as the Prime Contractor) the past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s
- 22.01.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- 22.01.8 List of Company Owned Equipment available to service the CITY of Southport's Dangerous Trees and Hanging Limbs Debris Removal and Disposal Contract.
- 22.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Dangerous Trees and Hanging Limbs Debris Removal and Disposal operations.
- 22.01.10 A subcontract plan including a clear description of the percentage of the work the CONTRACTOR may subcontract. A list of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the City of Southport Debris Removal Contact with Contact Name and telephone #'s
- 22.01.11 Method to be used in management and disposal of dangerous trees and limbs removed
- 22.01.12 If CONTRACTOR intends to operate Debris Management Sites (DMS) previously called Temporary Debris Management and Reduction Sites (TDRS) that are not commercial permitted facilities, CONTRACTOR is required to submit a Debris Management Site Plan to include a Site Health & Safety Plan with training schedule and Environmental Management and Monitoring Plan identifying baseline data for each location and ingress/egress for sites. CONTRACTOR will be solely responsible for obtaining permit(s) and/or variance(s) from NC Department of Environment and Natural Resources, Solid Waste Division of the facility

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and provide documentation to the CITY prior to any use of the DMS facility.

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PART II – SCOPE OF WORK

1.00 GENERAL

1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary permits and licenses to complete the scope of work. The City of Southport will obtain any Right of Entry required to complete the “Scope of Work”.

1.02 Performance: The quality of workmanship concerning the removal of dangerous trees and hanging limbs must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

Phase I of Debris Removal will be the immediate debris clearing from roads and major thoroughfares to reestablish Emergency Services and Vehicle Access. The City of Southport’s own work forces and separate contracts will be issued to complete Phase I of Debris Removal. Following the determination that Phase I Debris Removal has been completed or determined unnecessary, the **City of Southport** will enact Phase II - Dangerous Tree and Hanging Limb Removal and Disposal by written notice to proceed to the CONTRACTOR as set forth in Part I, Section 21.00, by email and/ or fax and followed by regular mail from the City Manager or his designee. This contract and associated scope of work in this request for proposal of services is exclusively for Phase II - Dangerous Tree and Hanging Limb Removal and Disposal.

2.01 CONTRACTOR will **cut, gather, load, haul and dispose** of Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

2.02 Alternative, CONTRACTOR will **cut, gather, and stage** Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

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- 2.03 CONTRACTOR will **cut, gather, load, haul and dispose** of Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. Trees will be cut so that no portion of the remaining stump protrudes more than two (2) inches above ground level where practicable, and no greater than two (2) inches above root flare. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.
- 2.04 Alternative, CONTRACTOR will **cut, gather, and stage** Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. Trees will be cut so that no portion of the remaining stump protrudes more than two (2) inches above ground level where practicable, and no greater than two (2) inches above root flare. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.
- 2.05 CONTRACTOR will **grind and dispose** of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of five (5) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Southport site monitor or its designee prior to removal.
- 2.06 Contractor will **remove and dispose of root balls** from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, designated public property within the incorporated limits of the City. Contractor will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Southport site monitor or its designee prior to removal.
- 2.07 The CONTRACTOR **will not enter** or remove debris from **private property**, except where allowed specifically in Part II, Section 2.01 and 2.02 above.
- 2.08 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.

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PART II – SCOPE OF WORK

2.09 CONTRACTOR is to be fully aware of the City of Southport's incorporated limits and will not remove Dangerous Trees or Hanging Limbs debris outside of the limits. CONTRACTOR is solely responsible for any debris removal conducted outside of the incorporated limits or determined FEMA ineligible. The City of Southport will have no obligation for payment for any work conducted outside of the incorporated limits or determined FEMA ineligible.

3.00 **UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

Unit price No. 1

CONTRACTOR will cut, gather, load, haul and dispose of Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement: Each Tree

Unit price No. 2

CONTRACTOR will cut, gather, load, haul and dispose of Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4' from the ground level and rounded to the nearest inch:

A. Each Tree Less than 6" in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART II – SCOPE OF WORK

- B. Each Tree (6” – 18”) in diameter
- C. Each Tree (19” – 36”) in diameter
- D. Each Tree Greater than 37” in diameter

Unit price No. 3

CONTRACTOR will grind and dispose of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of five (5) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4’ from the ground level and rounded to the nearest inch:

- A. Each Stump Less than 24” in diameter
- B. Each Tree Greater than 24” in diameter

Unit price No. 4

Contractor will remove and dispose of root balls from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, designated public property within the incorporated limits of the City. Contractor will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, the diameter as measured approximately 24” from the ground level and rounded to the nearest inch:

- A. Each Tree 24” in diameter or less
- B. Each Tree Greater than 24” in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART II – SCOPE OF WORK

Alternative Schedule:

Unit price No. 5

CONTRACTOR will cut, gather, and stage Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement: Each Tree

Unit price No. 6

CONTRACTOR will cut, gather, and stage Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4' from the ground level and rounded to the nearest inch:

- A. Each Tree Less than 6" in diameter
- B. Each Tree (6" – 18") in diameter
- C. Each Tree (19" – 36") in diameter
- D. Each Tree Greater than 37" in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Mr. Michelle Windham, City Clerk
City of Southport
1029 N. Howe St., Suite 100
Southport, NC 28461

DATE: _____ FROM: _____
(Bidder/Contractor)

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CITY OF SOUTHPORT – PHASE II- DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT*** dated March 12, 2019 including the following addenda:

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

CONTRACTOR will cut, gather, load, haul and dispose of Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 1 \$ _____/tree

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

CONTRACTOR will cut, gather, load, haul and dispose of Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

- Unit Price No. 2A \$ _____ /tree less than 6” in diameter
- Unit Price No. 2B \$ _____ /tree (6” – 18”) in diameter
- Unit Price No. 2C \$ _____ /tree (19” – 36”) in diameter
- Unit Price No. 2D \$ _____ /tree greater than 37” in diameter

Unit price No. 3

CONTRACTOR will grind and dispose of stumps, cut under Part II, Section 2.02 if determined to be a hazard in itself from rights-of-way, parks and designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City. All stumps ground must be ground to a minimum of five (5) inches below ground level and contractor will fill remaining crater with unclassified fill and compact to ground level. All stumps ground must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit of Measurement, DBH (diameter at breast height) the diameter as measured approximately 4’ from the ground level and rounded to the nearest inch:

- Unit Price No. 3A \$ _____ /tree less than 24” in diameter
- Unit Price No. 3B \$ _____ /tree greater than 24” in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 4

CONTRACTOR will remove and dispose of root balls from leaning or blown down trees where root balls are at least 50% exposed, from rights-of-way, parks, designated public property within the incorporated limits of the City. CONTRACTOR will fill remaining crater with unclassified fill and compact to ground level. All root balls removed must be approved and documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 4A \$ _____ /tree 24” or less in diameter

Unit Price No. 4B \$ _____ /tree greater than 24” in diameter

Alternative Schedule:

Unit price No. 5

CONTRACTOR will cut, gather, and stage Hanging Limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Hanging Limbs still attached to privately owned trees shall be cut no farther than the outermost edge of the right-of-way. All trees where hanging limbs are removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 5 \$ _____ /tree

Unit price No. 6

CONTRACTOR will cut, gather, and stage Dangerous Trees from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City on the public right-of-way for final removal and disposal by the Phase II – Debris Removal Contractor. Dangerous Trees originating from privately owned property shall be cut no farther than the outermost edge of the right-of-way. All trees removed must be documented by a City of Southport site monitor or its designee prior to removal.

Unit Price No. 6 \$ _____ /tree less than 6” in diameter

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit Price No. 6B \$ _____ /tree (6" – 18") in diameter

Unit Price No. 6C \$ _____ /tree (19" – 36") in diameter

Unit Price No. 6D \$ _____ /tree greater than 37" in diameter

Company Name

Signature

Title

State of Incorporation

(Corporate Seal)

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 12, 2019 have been read and understood.

The bidder hereby provides assurance that the Firm represented and its principals in this bid, as indicated below:

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

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

- 5.00 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 6.00 Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
- 7.00 Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

This the _____ day of _____, 20_____.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice
President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES &
COMPLIANCE

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)
_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)
before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,
_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation), a
corporation, and that by authority duly given and as the act of the corporation, the
foregoing Affidavit was signed in its name by its _____,
(President, Vice President, Assist. Vice President)
sealed with its corporate seal, and attest by himself (or herself) as its

(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____,
20_____.

Notary Public

My Commission Expires:

_____ (SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

CONTRACT NO: _____

COUNTY OF BRUNSWICK

AGREEMENT BETWEEN
THE CITY OF SOUTHPORT, NORTH CAROLINA
AND

THIS AGREEMENT, made this the _____ day of _____, 2019, by and between the CITY OF SOUTHPORT, NORTH CAROLINA (hereinafter called "CITY"), a municipal Corporation located in Brunswick County, North Carolina; and _____, a corporation organized under the laws of the State of _____, (hereinafter called "CONTRACTOR").

1. Purpose

The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached, PARTS I – IV, CITY OF SOUTHPORT, PHASE II – DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will cut, remove and dispose of dangerous trees and hanging limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City as directed under PART II – INSTRUCTIONS TO BIDDERS.

Alternatively and as directed, CONTRACTOR will cut, gather and stage dangerous trees and hanging limbs from rights-of-way, parks, designated public property or private property that endanger the general public with regards to the accepted use of public property within the incorporated limits of the City as directed under PART II – INSTRUCTIONS TO BIDDERS.

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

CONTRACTOR will grind and dispose of stumps and remove and backfill root balls from rights-of-way, parks, and designated public property within the incorporated limits of the CITY as directed under PART II – INSTRUCTIONS TO BIDDERS.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) AVAILABILITY. Contractor agrees to make available for use within the City of Southport the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of the City of Southport.
- 2) WORK. The work is described in the CITY OF SOUTHPORT, PHASE II – DANGEROUS TREE AND HANGING LIMBS REMOVAL AND DISPOSAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID DOCUMENTS. The instructions to bidders captioned “CITY OF SOUTHPORT, PHASE II – DANGEROUS TREE AND HANGING LIMB REMOVAL AND DISPOSAL CONTRACT” consisting of thirty-two pages dated March 12, 2019 and consisting of Part I – Instructions to Bidders, Part II – Scope of work, Part III – Form of Proposal, Part IV - Statement of Assurances and Compliance and Part V – Execution of Agreement, are incorporated herein as if set out in full as terms of this Contract.
- 4) COMPENSATION. Contractor will be compensated at the unit price rates as set out in Part III – Form of Proposal of the CITY OF SOUTHPORT, DANGEROUS TREE AND HANGING LIMB REMOVAL AND DISPOSAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. Contractor shall be entitled to act upon verbal instructions given by the Public Services Director, City Manager or Mayor of the City of Southport, and shall not be required to determine whether approval of the full Board of Alderman has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective commencing July 1, 2019 and shall remain effective until June 30, 2021.
- 7) INDEMNITY. Contractor indemnifies and saves Southport, its officers and employees, harmless from any claims, suits and judgments, including the cost of

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

defending against the same, arising out of or relating to Contractor's performance under this agreement.

- 8) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties, and any amendment shall be in writing, and executed by the parties hereto.

- 9) NON-ASSIGNMENT. Contractor may not assign this Contract without the express written consent of the City of Southport.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF SOUTHPORT, NORTH CAROLINA

BY: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 20____.

Finance Officer

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, a Notary Public of the State and County aforesaid, certify that **Michele Windham**, personally came before me this day and acknowledged that she is City Clerk for the City of Southport, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of Southport, the foregoing instrument was signed in its name by its Mayor, JV Dove, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____,
20____.

Notary Public

My Commission Expires:

(SEAL)

CITY OF SOUTHPORT
PHASE II- DANGEROUS TREE AND HANGING LIMBS
REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: _____

ATTEST: _____

BY: _____
President, Vice President, Assistant
Vice President

Secretary, Assistant Secretary,
Trust Officer

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 20__.

Notary Public

My commission expires: _____

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the City of Southport informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

STATE OF _____

Affiant

COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____