

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

NOTICE

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

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 Debris Removal and Disposal is to include gathering, loading, hauling and disposal of Vegetative Debris from roads, rights-of-way and designated Public Property within the incorporated limits of the CITY. In addition, Phase II Debris Removal and Disposal is to include gathering, loading, hauling C&D Debris (Construction and Demolition) from roads, rights-of-way and designated Public Property within the incorporated limits of the CITY to the destination facility named in Part I, Section 10.00 of this document.
- 1.06 Household Hazardous Waste (HHW), used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders. Other products that contain corrosive, toxic, flammable or reactive ingredients, such as bleach and ammonia, are also considered HHW.

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.

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- B. Bidder has visited the disposal sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
- 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.
- 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- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS 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, following which the selected bidder will be notified.

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- 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.**
- 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 overall responsible Bidder and a secondary contract to the next overall lowest responsible Bidder, provided the Bid(s) have been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The 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

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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.

- 5.04 If there are no bidders that are clearly lowest on all scopes of work in the Form of Proposal, lowest overall and 2nd lowest overall will be determined by estimated total cost for debris removal utilizing USACE Category 3 estimated event scenario... for the City of Southport, this has been calculated as having C&D generation of 48,769 cy, Vegetative Debris generation of 73,154 cy. However, this does not imply a minimum or maximum quantity for the award.

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, 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 –**

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C&D Debris Removal and Vegetative Debris Removal and Disposal within 24 hours of written notice to proceed, 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.

7.02 The CONTRACTOR is to work a minimum of 6 days per week, 10 hours per day as practicable until the project is deemed complete as determined by 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 volume as determined by the CITY or it's designee at the awarded unit price. Five percent (5%) of all invoices will be retained until the contract is complete to the satisfaction of the CITY Manager.**

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 include traffic control.

10.00 **LOCATIONS FOR DISPOSAL**

10.01 Currently Brunswick County advises that the Brunswick County C&D Landfill / Transfer Station will accept C&D from disaster recovery efforts of municipalities of Brunswick County. The facility is located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall. **Tipping fees will be the responsibility of the CITY.**

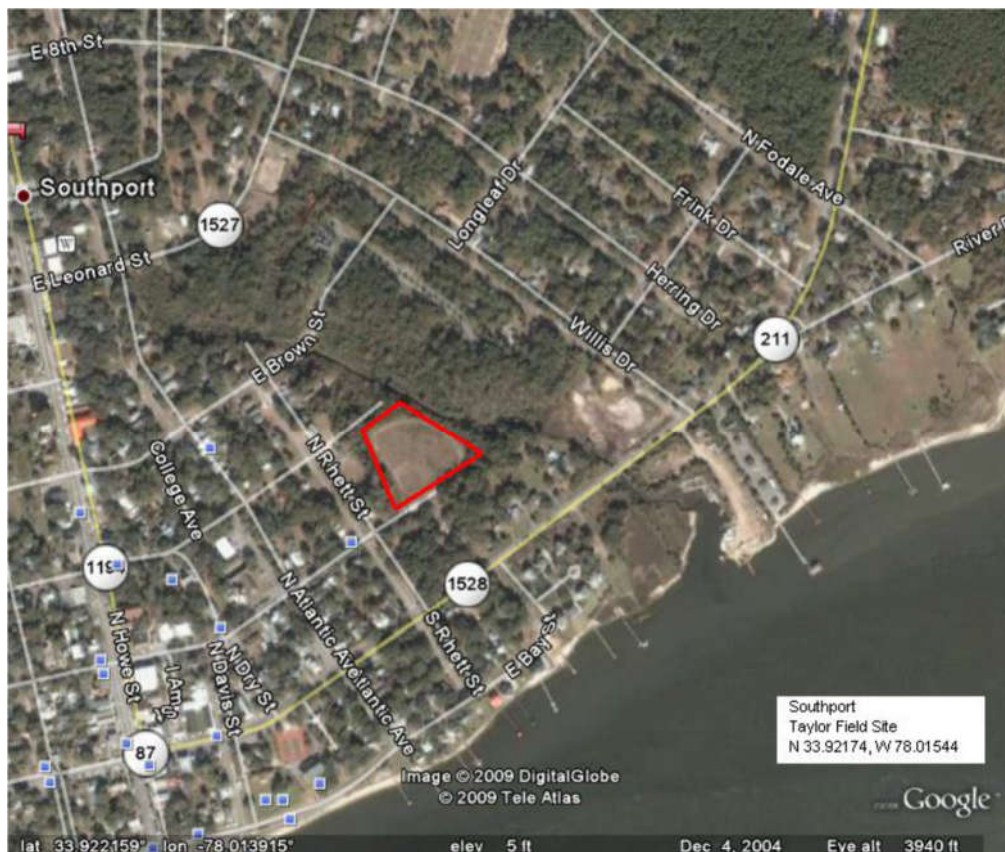
10.02 Brunswick County's C&D Landfill / Transfer Station may reach maximum capacity following a large magnitude disaster, or limit the number of vehicles accepted. The CONTRACTOR may be required to deliver C&D Debris to the

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alternative disposal site, Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 100 miles from the Southport City Hall. ***Tipping fees will be the responsibility of the CITY.***

- 10.03 The City of Southport has applied and received conditional approval from NC-DEQ Division of Solid Waste for the operation of a Temporary Vegetative Reduction and Debris Management Site, Taylor’s Field. The physical location is at the East Terminus of Nash Street. The management, reduction process and the return to pre-disaster conditions of this site will be the responsibility of the CONTRACTOR. An approved monitoring tower(s) must be made available as necessary for use during activation of this contract at any DMS facility for the monitoring contractor to view each load of Vegetative Debris destined for reduction and disposal.



- 10.04 Final destination location(s) of reduced Vegetative Debris / chips are under evaluation. Contractor is requested to provide a load and haul out rate for varying one-way trips. A copy of volume or weight ticket for each load of reduced vegetative debris (chips) from the receiving facility must be presented to the CITY

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or the CITY’S debris monitoring firm. The facility must be permitted and/or an approved final disposition location as determined by NC-DEQ, Division of Solid Waste.

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 City Manager requests initiation of this Phase II Debris Removal/Disposal Contract, until such time as the scope of work contained in this contract is completed as determined by the City Manager.

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 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, may 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

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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
- 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 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.

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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

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

13.02 The CITY provides solid waste services (household refuse and vegetative debris) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the CITY.

13.03 North Carolina Department of Transportation (NCDOT), NCDOT will have primary responsibility for vegetative and sand debris removal efforts of Federal and State Highways, and Federal Aid Secondary Routes. Through Memorandum of Agreement with NCDOT, the City of Southport can request release of these routes and assume responsibility for debris removal and apply for reimbursement. Therefore, upon directive from the CITY Manager, the CONTRACTOR must be prepared to remove vegetative debris from Federal and State Highways, and Federal Aid Secondary Routes within the incorporated limits of the CITY. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT.

13.04 Through memorandum of agreement with North Carolina Department of Transportation (NCDOT), the CITY of Southport will be the responsible party for the removal of construction and demolition debris (C&D) from Federal and State Highways, and Federal Aid Secondary Routes. A list of these routes will be made available to the contractor following formal agreement of responsibility with NCDOT.

14.00 PERSONNEL

It is mutually agreed that CONTRACTOR is an independent CONTRACTOR and

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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 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

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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 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.

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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 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

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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

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 Debris Removal Experience (one of which must be in excess of 100,000 cy as the primary 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 Debris Removal Contact

22.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal 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

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22.01.11 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.

23.00 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

23.01 No subcontractor or lower-tier subcontractor subcontracting for any or part of the subcontract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed in such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation

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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 C&D Debris and the removal and disposal of Vegetative Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

Phase I of Debris Removal will be the immediate clearing of debris 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 of C&D Debris Removal and Vegetative Debris 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 - C&D Debris Removal and Vegetative Debris removal and disposal.

2.01 CONTRACTOR will gather, load and haul C&D (Construction and Demolition) debris from roads, rights-of-way, and designated Public Property within the incorporated limits of the CITY to the Brunswick County C&D Landfill / Transfer Station located at 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport CITY Hall. ***Tipping fees will be the responsibility of the City of Southport.***

2.02 In the event that the Brunswick County C&D Landfill and Transfer facility is not able to accept C&D (Construction and Demolition Debris), CONTRACTOR will **gather, load and haul** C&D (Construction and Demolition Debris) from roads, rights-of-way and designated Public Property within the incorporated limits of the CITY to the **alternate disposal facility**, Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C. This facility is approximately 100 miles from the Southport City Hall. ***Tipping fees will be the responsibility of the City of Southport.***

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART II – SCOPE OF WORK

2.03 CONTRACTOR will gather, load, and haul Vegetative Debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the CITY to the DMS facility, Taylor’s Field at the East Terminus of Nash Street, Southport, NC.

2.04 CONTRACTOR will, stage, grind, and dispose of vegetative debris collected within the CITY limits delivered under 2.03 above.

Vegetative Debris will be delivered to Taylor’s Field DMS Site, located at East Terminus of Nash Street, Southport, NC, to be operated and maintained by the CONTRACTOR. All grinding of the material will take place at the Taylor’s Field Site by the CONTRACTOR.

The CONTRACTOR shall provide all labor and equipment necessary to measure, stage, and grind all vegetative debris.

The CONTRACTOR shall provide approved monitoring tower(s) as necessary for use during activation of this contract for the monitoring contractor to view each load of Vegetative Debris entering the facility and each load of reduced material destined for disposal.

The CONTRACTOR shall maintain access roads, ingress and egress, to include traffic control and site security during the City of Southport’s Phase II debris removal operations.

The CONTRACTOR will not exceed five (5) days backlog of vegetative debris in staging pile unless written permission has been received from the City Manager.

All debris must be chipped, chip size and quality must meet final destination facilities specifications, all chip products removed, and site restored to pre-disaster conditions no later than 10 days following final delivery date of Phase II removal operations, to be determined by the City Manager.

The CONTRACTOR upon completion of vegetative debris disposal shall return Taylor’s Field site to pre-contract conditions and confirmed acceptable in writing by the City Manager prior to the release of funds for the final invoice.

2.03 The CONTRACTOR will not enter or remove debris from private property.

2.04 The CONTRACTOR will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the CONTRACTOR will notify the

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART II – SCOPE OF WORK

debris monitor and skip said pile until a decision is made on its proper management.
White goods will be left for disposal by the City's Solid Waste Department.

- 2.05 The CONTRACTOR will be responsible for damages caused by the CONTRACTOR to both private and public property.
- 2.06 CONTRACTOR will provide three (3) crews at minimum to complete the scope of services described in section 2.01 and 2.02 above, Phase II - C&D Debris Removal & Vegetative Debris Removal and Disposal. The minimum work force, three (3) crews, must be in full force within five (5) days of written notice to proceed. The three (3) crew minimum work force will be required throughout the contract unless a reduction is authorized in writing by the City Manager or his designee.
- 2.08 A crew must gather, load, and haul a minimum of 250 cy of debris per work day. All crews must utilize mechanical loading and self-dumping equipment.
- 2.09 All crews must utilize ground support personnel with appropriate traffic control devices per Manual of Uniform Traffic Control Devices (MUTCD), rakes, shovels, etc. are expected at each removal location and each site will be expected free of debris prior to moving to the next location.
- 2.10 CONTRACTOR is to be fully aware of the City of Southport's incorporated limits and will not remove 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 and firm throughout the contract period. 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

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall.

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART II – SCOPE OF WORK

Unit of Measurement: Ton

Unit price No. 2

Gather, load, and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits to the Taylor's Field DMS Site, located at East Terminus of Nash Street, Southport, NC.

Unit of Measurement: Cubic Yard

Unit price No. 3

CONTRACTOR will **operate Taylor's Field TDMS facility, stage debris, and reduce by grinding** Vegetative Debris delivered under No. 2 above, **and return the DMS to pre-disaster conditions following completion of staging operations.**

Unit of Measurement: Cubic Yard

Unit price No. 4 A

CONTRACTOR will **load and haul reduced debris** from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, equal to or less than 10 miles from the DMS location.

Unit of Measurement: Cubic Yard reduced debris

Unit price No. 4 B

CONTRACTOR will **load and haul reduced debris** from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, greater than 10 miles but equal to or less than 25 miles from the DMS location.

Unit of Measurement: Cubic Yard reduced debris

Alternative Schedule:

Unit price No. 5

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART II – SCOPE OF WORK

Property within the incorporated limits to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, NC. This facility is approximately 100 miles from the Southport City Hall. (Tipping Fees for C&D will be the responsibility of the City of Southport).

Unit of Measurement: Ton

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS 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- C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT*** dated March 7, 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

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to the Brunswick County Landfill, 172 Landfill Road NE (Off Galloway Rd.), Bolivia, NC 28422. This facility is approximately 20 miles from the Southport City Hall. ***(Tipping Fees for C&D will be the responsibility of the City of Southport)***

1) Unit Price No. 1 \$ _____ / ton

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 2

Gather, load, and haul vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the incorporated limits of the City of Southport to the Taylor’s Field DMS Site, located at East Terminus of Nash Street, Southport, NC.

2) Unit Price No. 2 \$ _____/cubic yard

Unit price No. 3

CONTRACTOR will operate Taylor’s Field TDMS facility, stage debris, and reduce by grinding all Vegetative Debris delivered under No. 2 above, and return the DMS to pre-disaster conditions following completion of staging operations.

3) Unit Price No. 3 \$ _____/cubic yard

Unit Price 4 A

CONTRACTOR will load and haul reduced debris from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, equal to or less than 10 miles from the DMS location

4A) Unit Price No. 4A \$ _____/cubic yard (reduced debris)

Unit price No. 4 B

CONTRACTOR will load and haul reduced debris from unit price No. 3 above to a NC-DEQ Department of Solid Waste permitted reclamation or acceptable final destination facility, greater than 10 miles but equal to or less than 25 miles from the DMS location.

4B) Unit Price No. 4B \$ _____/cubic yard (reduced debris)

Alternative Schedule:

Unit price No. 5

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the incorporated limits to Alternate Facility 1: Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro,

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

N.C. This facility is approximately 100 miles from the Southport City Hall. *(Tipping Fees for C&D will be the responsibility of the City of Southport)*

5) Unit Price No. 5 \$ _____ / Ton

Company Name

Signature

Title

State of Incorporation

(Corporate Seal)

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS 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 7, 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- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS 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- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS 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- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS 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 – C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS 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 gather, load and haul C&D (Construction and Demolition) debris from roads, right of ways and designated Public Property within the incorporated limits of the CITY to the appropriate designated landfill/reduction site(s) as directed under Section 10.00 of PART I – INSTRUCTIONS TO BIDDERS.

CONTRACTOR will gather, load and haul Vegetative debris from roads, right of ways and designated Public Property within the incorporated limits of the CITY to the appropriate reduction site(s) as directed under Section 10.00 of PART I – INSTRUCTIONS TO BIDDERS. Manage and operate reduction site, reduce debris by grinding and haul reduced material to an approved reclamation facility.

STATEMENT OF AGREEMENT

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION 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 – C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS 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 – C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS REMOVAL AND DISPOSAL CONTRACT T” consisting of thirty-two pages dated March 7, 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 per cubic yard or ton as set out in Part III – Form of Proposal of the CITY OF SOUTHPORT, PHASE II – C&D DEBRIS REMOVAL AND VEGETATIVE DEBRIS 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 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.

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

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

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.

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS REMOVAL AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

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

Notary Public

My Commission Expires:

(SEAL)

CITY OF SOUTHPORT
PHASE II- C&D DEBRIS REMOVAL AND VEGETATIVE
DEBRIS 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: _____