



REQUEST FOR PROPOSALS

**Pre-Event Contract for
DISASTER DEBRIS RECOVERY SERVICES**

ISSUED BY:

COUNTY OF CURRITUCK, NORTH CAROLINA

Issued: June 1, 2017

INSTRUCTIONS TO PROPOSERS

1. The Proposal

Proposals should be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3. Proposal Reservations

To the extent allowed by the applicable state and federal laws, the COUNTY OF CURRITUCK, (hereafter, "Owner") reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalanced or conditional. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

Owner also reserves the right to reject any proposal if the Owner believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by the Owner.

ACCEPTANCE OF PROPOSALS

Owner intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of the Owner. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The Owner reserves the right to conduct negotiations with responsible Proposers. This does not commit the Owner to award a contract. The Owner may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

AWARD OF CONTRACT

In the event the Owner decides to award a contract pursuant to this RFP, the Owner will provide a properly prepared Independent Contractor Agreement to the successful Proposer. In the event that the agreement is not approved and returned to the successful Proposer within 120 days, the Proposer may require that it be released from contract obligation. The foregoing action by the Owner or the Proposer shall in no way provide any cause whatsoever for a claim against the Owner by the Proposer.

TERMINATION CLAUSES

1. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, the Owner reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have 30 days to cure the default. If said default cannot be cured within 30 days of the Owner's written notice, the Owner may demand its own time table or terminate the contract.

2. Authority to Terminate

The COUNTY MANAGER is authorized to terminate this contract on behalf of the Owner.

3. Termination for Convenience

The Owner shall have the right to terminate the contract without cause and at its convenience, with 30 days notice to contractor.

4. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the Owner prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

5. Law to Govern

The parties acknowledge that the contract is made and entered into in Currituck County, North Carolina, and will be performed in Currituck County, North Carolina,. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that North Carolina law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in Currituck County, North Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Currituck County, North Carolina.

SCOPE OF WORK

The Owner is requesting proposals from experienced and qualified firms to enter into a pre-event contract at no immediate or annual cost to the Owner for the following services: Contractors shall provide disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the Owner in order to eliminate immediate threats to public health and safety.

Also required is the elimination of immediate threats of significant damage to improved public or private property (see Section c) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Owner's officials.

Compliance with all of the terms and conditions in the NC Department of Transportation "Disaster Related Debris Removal Agreement" included in these Bid Documents is required.

The contract shall be for a base period of three (3) years with an option to renew for up to two additional one (1) year periods, upon consent of all parties. This contract shall only be used on an "as needed" basis as determined solely by the Owner.

Firms shall submit one (1) original and three (3) copies of their proposal as requested by this invitation.

The work to be undertaken includes, but may not be limited to:

- a. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the Owner.

- b. Debris Removal from Public Property: Removal of vegetative debris, construction and demolition debris (“C & D Debris”), or other debris from public rights-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by the Owner.
- c. Debris Removal from Private Property: Removal of debris from private properties shall be directed by the Owner only when an imminent threat to life, safety and health is present on private property. This item will require prior approval of the Federal Emergency Management Agency and will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs.
- d. Debris Management Site (DMS): The Contractor will prepare and maintain a sufficient number of DMSs to accept and process all debris within the timelines established in the Contract. The Owner shall identify and make available all DMS to the Contractor at no charge. Preparation and maintenance of DMS shall include all approach and interior haul roads and dump pads, and an inspection tower sufficient for the monitoring of all incoming and exiting traffic.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by the Owner. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at discretion of Owner, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.

- e. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the Owner in accordance with all applicable federal, state and local laws, standards and regulations.
- f. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- g. Debris Disposal: Disposal of all disaster debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.
- h. Documentation and Inspections: All debris shall be subject to inspection by the Owner. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the Owner access to all work sites and disposal areas. The Contractor and the Owner will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s). The Contractor will assist the Owner in preparation of any required FEMA and state reports for any potential reimbursement through the training of Owner employees and the review of documentation prior to submittal. The Contractor will work closely with state authorities, FEMA and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- i. Work Sites: The Owner will establish and approve all sites that the Contractor will be allowed to use. The Contractor will remove all debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to or better than the original condition of the site.
- j. White Goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the

disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.

- k. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Owner. Stumps will be hauled to DMS where they shall be inspected and categorized by size.
- l. Backfilling of stump root ball holes upon direction of the Owner. This clean fill dirt shall be compacted as directed by the Owner.
- m. Canal/Waterway Debris Removal: Contractor shall remove storm debris from drainage canals and ditches at direction of Owner.
- n. Loading and hauling of storm-deposited soils (e.g., silt, sand, or mud).
- o. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:
 - 1. Documentation of recovery process
 - 2. Provide written and oral status as requested by the Owner
 - 3. Review documentation for accuracy and quantity
 - 4. Assist in preparation of claim documentation

Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope of work.

ADMINISTRATOR

The CURRITUCK COUNTY MANAGER and/or his designee will be the Contract Administrator for this project.

THE COUNTY OF CURRITUCK'S SELECTION PROCESS

Proposals will be reviewed and ranked by Currituck County Officials and Staff. Those firms listed may be selected for interviews and shall be prepared to make a scheduled presentation to the Owner, if required.

All communications regarding this project, including any questions related to this Request for Proposal, shall be submitted in writing to Brenda K. McQueen, by **2:00 P.M. Monday, June 19, 2017**, to:

Brenda K. McQueen
County of Currituck
153 Courthouse Road, Suite 302
Currituck, NC 27929
252-232-3298 FAX

Brenda.mcqueen@currituckcountync.gov

SUBMISSION REQUIREMENTS

- a. To be considered submit one (1) original and three (3) complete copies in an 8 ½" by 11" format.
- b. Submission Deadline and Location: Proposals must be submitted to Brenda K. McQueen, at the address below by **2:00 P.M. (EST), Monday, June 19, 2017**.

BRENDA K. McQUEEN
COUNTY OF CURRITUCK
153 COURTHOUSE ROAD, SUITE 302
CURRITUCK, NC 27929

c. Required Information:

The Proposal should be divided into seven separate sections. The seven sections should be comprised of the following information:

1. Cover letter/Executive Summary describing the Contractor's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
2. The Proposer's qualifications to meet the Owner's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects.
3. Proposals shall list the contractor's willingness and ability to utilize local contractors and their general requirements for doing so.
4. A statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules, and regulations.
5. List of disaster specific experience within the last five (5) years, including the name of each client, a contact person, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients.

6. A debris management and response plan applicable for the scope of work.
7. Lists of costs for the unit prices and hourly rates contained in Attachments I and II.

LIMITATIONS

1. This request does not commit the Owner to the award of the contract or to pay any costs incurred in the preparation for a response to this request.
2. The Owner may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
3. The Owner reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for the Owner.

MINIMUM REQUIREMENTS OF PROPOSER

1. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the Owner in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Owner reserves the right to reject any or all proposals.

2. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.
3. The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
4. The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements.
5. The Proposer shall provide a letter from a surety licensed to do business in North Carolina stating that, in the event Proposer is awarded a contract, the Proposer can obtain a payment and performance bond of at least 20 Million Dollars, which shall remain in effect for the full term of the subsequent contract.

CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the best response offered to the Owner. Proposers may be requested to give an oral presentation after submission of responses should the Owner find it necessary, in order to determine which is the best received.

INCURRED EXPENSES

The Owner is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.

ATTACHMENT I

FEE SCHEDULE

| Item No. | DESCRIPTION | COST (U.S. Dollars) | UNIT |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------|
| 1 | Mobilization and Demobilization (Lump sum) | | Lump Sum |
| 2 | C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS), based on one-way haul distance | | |
| | 0-15.9 miles | | Cubic Yd |
| | 16-30.9 miles | | Cubic Yd |
| | 31-60 miles | | Cubic Yd |
| 3 | Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to DMS, based on one-way haul distance | | |
| | 0-15.9 miles | | Cubic Yd |
| | 16-30.9 miles | | Cubic Yd |
| | 31-60 miles | | Cubic Yd |
| 4 | C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option) | | |
| | 0-15.9 miles | | Cubic Yd |
| | 16-30.9 miles | | Cubic Yd |
| | 31-60 miles | | Cubic Yd |
| 5 | Stumps greater than 24 inch diameter - Direct Haul to Final Disposal site from public property right of way (stump volume shall be calculated using FEMA approved conversion table) | | |
| | 0-15.9 miles | | Cubic Yd |
| | 16-30.9 miles | | Cubic Yd |
| | 31-60 miles | | Cubic Yd |
| 6 | Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option) | | |
| | 0-15.9 miles | | Cubic Yd |
| | 16-30.9 miles | | Cubic Yd |

| | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------|
| | 31-60 miles | | Cubic Yd |
| 7 | Disaster deposited silt, mud, or sand, hauled from the designated site to DMS or site of final disposition | | |
| | 0-15.9 miles | | Cubic Yd |
| | 16-30.9 miles | | Cubic Yd |
| | 31-60 miles | | Cubic Yd |
| 8 | Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to site of final disposition | | |
| | 0 - 15.9 miles | | Cubic Yd |
| | 16 - 30.9 miles | | Cubic Yd |
| | 31 - 60.9 miles | | Cubic Yd |
| | 61 - 119.9 miles | | Cubic Yd |
| | 120 -150 miles | | Cubic Yd |
| 9 | Cutting of standing tree determined by Owner to be hazardous (Cutting only) | | |
| | 6 - 11.99 inch diameter | | tree |
| | 12 -23.99 inch diameter | | tree |
| | 24 - 35.99 inch diameter | | tree |
| | 36 - 47.99 inch diameter | | tree |
| | 48 inch diameter and greater | | tree |
| 10 | Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" to be eligible)(cutting only). | | |
| | 1 to 2 limbs | | tree |
| | 3 to 4 limbs | | tree |
| | 5 or more limbs | | tree |
| 11 | Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW) | | tree |
| 12 | Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only. For hauling purposes, stumps will be converted to cubic yard measurement and hauled under vegetative rate | | |
| | >24 - 35.99 inch diameter | | each |
| | 36 - 48 inch diameter | | each |
| | 48 inch diameter and greater | | each |
| 13 | Backfilling of stump root ball holes with suitable soil material | | each |
| 14 | Collection, hauling and final disposition of White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc. | | Per unit |
| 15 | Staging collection and hauling to Owner designated solid waste facility of Refrigerator Contents or spoiled food | | ton |

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------|
| 16 | Comprehensive Management of DMS and material handling. Includes, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Includes roadway construction at site, traffic control and inspection tower construction as needed. | | Per Cubic Yd |
| 17 | Reduction of DMS Materials by Grinding | | Per Cubic Yd |
| 18 | Reduction of DMS Materials by Incineration | | Per Cubic Yd |
| 19 | DMS preparation and reclamation. Include constructions of roadway at site, traffic control and inspection tower(s) as needed and maintenance throughout life of project. Close-out work includes reclamation and restoration by removal of constructions. | | Per site, per month |
| 20 | Load and Haul of storm deposited soils (silt, sand or mud) | | Per Cubic Yd |
| 21 | Clearing debris from ditches and drainage canals | | |
| | 1 foot to 10 feet (average width) | | per linear ft. |
| | 10.1 to 20 feet (average width) | | per linear ft. |
| | 20.1 to 35 feet (average width) | | per linear ft. |
| | Greater than 35 feet (average width) | | per linear ft. |
| 22 | Collection, hauling, and final disposal of dead animal carcasses. | | per lb. |
| <p>Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.</p> | | | |

ATTACHMENT II

FEE SCHEDULE – EQUIPMENT AND LABOR RATES

| ITEM DESCRIPTION (or equivalent) | HOURLY PRICE |
|-----------------------------------------------------|---------------------|
| 1. JD 544 Wheel Loader with debris grapple | \$ _____ |
| 2. JD 644 Wheel Loader with debris grapple | \$ _____ |
| 3. Extendaboom Forklift with debris grapple | \$ _____ |
| 4. 753 Bobcat Skid Steer Loader with debris grapple | \$ _____ |
| 5. 753 Bobcat Skid Steer Loader with bucket | \$ _____ |
| 6. 753 Bobcat Skid Steer Loader with street sweeper | \$ _____ |
| 7. 30-50 H Farm Tractor with box blade or rake | \$ _____ |
| 8. 2 – 2 ½ cu. yd. Articulated Loader with bucket | \$ _____ |
| 9. 3 – 4 cu. yd. Articulated Loader with bucket | \$ _____ |
| 10. JD 648E Log Skidder | \$ _____ |
| 11. CAT D4 Dozer | \$ _____ |
| 12. CAT D5 Dozer | \$ _____ |
| 13. CAT D6 Dozer | \$ _____ |
| 14. CAT D7 Dozer | \$ _____ |
| 15. CAT D8 Dozer | \$ _____ |
| 16. CAT 125 – 140 HP Motor Grader | \$ _____ |
| 17. JD 690 Trackhoe with debris grapple | \$ _____ |
| 18. JD 690 Trackhoe with bucket and thumb | \$ _____ |
| 19. Rubber Tired Excavator with debris grapple | \$ _____ |
| 20. JD 310 Rubber Tired Backhoe with bucket and hoe | \$ _____ |
| 21. 210 Prentiss Knuckleboom with debris grapple | \$ _____ |
| 22. CAT 623 Self-Loader Scraper | \$ _____ |
| 23. Hand-Fed Debris Chipper | \$ _____ |
| 24. 300 – 400 HP Tub Grinder | \$ _____ |
| 25. 800 – 1000 HP Tub Grinder | \$ _____ |

| | |
|------------------------------------------------------------------|----------|
| 26.30 Ton Crane | \$ _____ |
| 27.50 Ton Crane | \$ _____ |
| 28.100 Ton Crane (8 hour minimum) | \$ _____ |
| 29.40 – 60’ Bucket Truck | \$ _____ |
| 30.Greater than 60’ Bucket Truck | \$ _____ |
| 31.Fuel/ Service Truck | \$ _____ |
| 32.Water Truck | \$ _____ |
| 33.Portable Light Plant | \$ _____ |
| 34.Lowboy Trailer with Tractor | \$ _____ |
| 35.Flatbed Truck | \$ _____ |
| 36.Pick-up Truck (unmanned) | \$ _____ |
| 37.Self-Loading Dump Truck with debris grapple | \$ _____ |
| 38.Single Axle Dump Truck, 5 – 12 cu. yd. | \$ _____ |
| 39.Tandem Axle Dump Truck, 16 – 20 cu. yd. | \$ _____ |
| 40.Tandem Axle Dump Truck, 21 – 30 cu. yd. | \$ _____ |
| 41.Tandem Axle Dump Truck, 31 – 50 cu. yd. | \$ _____ |
| 42.Tandem Axle Dump Truck, 51 – 80 cu. yd. | \$ _____ |
| 43.Power Screen | \$ _____ |
| 44.Stacking Conveyor | \$ _____ |
| 45.Chainsaw (without operator) | \$ _____ |
| 46.Air Curtain Incinerator, self-contained | \$ _____ |
| 47.Temporary Office Trailer | \$ _____ |
| 48.Mobile Command and Communications Trailer | \$ _____ |
| 49.Laborer, with small hand tools and Traffic Control Flagperson | \$ _____ |
| 50.Skilled Sawman | \$ _____ |
| 51.Crew Foreman with cell phone | \$ _____ |
| 52.Tree Climber | \$ _____ |

All equipment rates include the cost of the operator, fuel and maintenance.

All labor rates include the cost of personal protective equipment and communications equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, protective eyewear, cell phones and radios.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

1. The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed: _____ Dated: _____

Typed (or Printed) Name: _____

| |
|---------------------|
| Contract # _____ |
|---------------------|

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 20__ between the **County of Currituck** (hereinafter “County”) and _____ [Contractor], (hereinafter “Contractor”).

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

_____ **(here, describe in detail the work to be performed by the contractor including the location of where the work is to be performed,**
(hereinafter “the Services”).

2. Compensation. Contractor will be paid for its Services by County as follows:

[here, specify compensation arrangement including payment method and frequency.]

3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon [redacted] days/months written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Contracted Services under the terms of this agreement shall terminate December 31, 2019.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.

- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its

employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: _____

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation _____ Yes _____ No

General Liability _____ Yes _____ No

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event

the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

If the notice is to Contractor:

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: _____

By: _____(SEAL)

Clerk to the Board of Commissioners

CONTRACTOR FIRM NAME

_____(SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandra Hill

Finance Officer