October 27, 2016

To Whom It May Concern:

RE: Request for Pricing for Debris Management and Removal Services, Pitt County, North Carolina

In lieu of a formal sealed bid process, Pitt County Government is seeking proposals pursuant to federal small purchase guidelines from qualified companies to provide Debris Management and Removal Services in the unincorporated areas affected by the recent natural disaster.

Interested companies are invited to submit proposals as outlined in the enclosed Scope of Work. Questions regarding the Scope of Work should be directed to Mr. John Demary, Director of Solid Waste & Recycling at (252)902-3355 or Tim Corley, County Engineer at (252)902-3170.

Proposal must be received in the Office of the Pitt County Manager, 1717 West 5th Street, Greenville, NC 27834 by 5:00 PM on Friday, November 4, 2016.

Sincerely,

John Demary, Director
Pitt County Solid Waste & Recycling
SPECIFICATIONS

SCOPE OF WORK

ARTICLE 1.

PART 1. GENERAL

1.01 PROJECT DESCRIPTION

The CONTRACTOR for this project shall furnish all labor, materials, equipment, accessories, services, and everything whatsoever to complete the scope of the work of the project in accordance with the requirements of the contract documents.

1.04 SCOPE OF WORK

Work shall consist of removing any and all construction and demolition (C&D). Yard Waste will not be picked up and C&D loads mixed with yard waste, municipal solid waste, and hazardous waste shall not be picked up.

A. Work will include:

1. Loading debris.

2. Hauling debris to the Pitt County Transfer Stations, 3025 Landfill Road, Greenville, NC 27834.

3. It shall be the CONTRACTOR’s responsibility to load, transport, reduce, and properly dispose of any and all disaster generated C&D debris which is the result of the event under which the CONTRACTOR was issued a notice to proceed, unless otherwise directed, in writing, by the COUNTY.

4. CONTRACTOR will be responsible for paying the tipping of $40.00 per ton.

5. Construction & Demolition (C&D) Debris is defined as waste building materials, packaging, wood structure, concrete blocks, window, window glass, siding, roofing materials, gypsum, treated lumber, carpet, furnishings, fixtures and other materials resulting in construction, remodeling, repair, and demolition operations on pavement, home, and other structures.

6. The CONTRACTOR may be requested to provide or construct an inspection tower at each debris storage site or disposal site. The tower’s floor elevation shall be at least 10 feet above the existing ground elevation. All constructed towers shall be constructed using pressure treated lumber. The floor area shall be a minimum 8’x8’, constructed of 2” x 8” joists, 16” O.C. with ¾” plywood supported by a minimum of four 6”x6” posts. A 4 foot high wall constructed of 2”x4” studs and 4” plywood shall protect the perimeter of the floor area. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code Requirements. The tower will be utilized by COUNTY or a private load monitoring company.
B. Description of Work Area

1. COUNTY will identify the designated work area by listing names of roads, subdivisions, street addresses and maps.

2. Debris to be removed by CONTRACTORS will be designated by the COUNTY.

3. Methods for debris removal shall be done with heavy equipment, trucks, loaders, saws and personnel necessary to meet the requirements of the contract. Methods will be provided by CONTRACTOR to the COUNTY for approval.

4. Debris shall be reasonably compacted into hauling vehicles. No material shall be allowed to protrude more than be 6 inches beyond the sides of the vehicle beds. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. All loads will be secured and covered while being transported to disposal site.

5. The contract shall make a minimum of two complete passes through the designated area, removing all C&D debris along the street right of way (ROW). It is the discretion of the COUNTY to require a third pass to be performed by the CONTRACTOR. Partial removal of debris piles is strictly prohibited. The CONTRACTOR will not move from one designated work area to another designated work area without prior approval from the COUNTY. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized by the COUNTY.

6. No debris will be left on site or road surface. Hand crews and rakes will be required.

7. COUNTY will provide debris monitoring. Monitoring operation shall ensure the CONTRACTOR is performing the Scope of Work required by the Contract. The debris monitor’s roles and responsibilities include, but not limited to:

   - Complete and physically control load tickets in towers, field and transfer station.
   - Ensure trucks are loaded to maximize capacity
   - Ensure trucks are loaded with eligible debris (Construction and Demolition C&D debris)
   - Amount of debris collected
   - Location/origin of debris
   - Ensure trucks are not artificially loaded to maximize reimbursement (debris is not wetted to add weight)
   - Ensure that hazardous waste, yard waste or municipal solid waste is not mixed in the loads
   - Ensure that all debris is removed from trucks at disposal site
   - Report any problems with equipment
   - Report any safety violations
BASIS FOR PAYMENT

ARTICLE 2

2.01 GENERAL REQUIREMENTS  See Article 4 and Supplemental Conditions

2.02 CONTRACT  See Attached CONTRACT
ARTICLE 3.

3.01 STARTUP CONFERENCE

A. PITT COUNTY shall schedule a startup conference after review of the progress schedule submitted by the CONTRACTOR and prior to the beginning of WORK. The conference shall be attended by the CONTRACTOR, PITT COUNTY and any local, State of Federal Regulatory Representatives. The purpose of the meeting shall be to establish project administrative criteria, review the CONTRACTOR’s submittal requirements, discuss construction schedules and methods, safety and health regulations, project coordination and other items on PITT COUNTY and regulatory agencies agenda.

3.02 PROGRESS MEETINGS

A. PITT COUNTY shall schedule progress meetings at various times during execution of the work at the request of the parties involved.

B. The CONTRACTOR shall schedule meetings as required for the proper coordination of work. CONTRACTOR will inform PITT COUNTY of such scheduling.

3.03 PROJECT CLOSE-OUT CONFERENCES

PITT COUNTY shall schedule a project close-out conference during the final phases of the work. The purpose of the meeting will be the administration aspects of the project close-out including duties of acceptance, warranties, post services, final inspection, final payment, punch list, and other items on the agenda. Representatives of the CONTRACTOR, the regulatory agencies and PITT COUNTY shall be in attendance.
SUBMITTALS

ARTICLE 4.

4.01 GENERAL REQUIREMENTS

A. This section includes, but is not limited to, requirements for the following:

1. Schedules
2. SubCONTRACTOR
3. Equipment and Manpower
4. Payment Requests
5. Periodic Submittals
6. Debris Load Tickets

4.02 PROJECT SCHEDULE

Within 5-days on the Notice of Award and before the Startup Conference and any contract activity, submit 3 copies of a schedule of activities. The schedule shall be, as a minimum, a bar graph indicating the series of activities proceeding either separately or concurrently required to complete the project within the allotted time. In particular, the CONTRACTOR shall provide a work plan showing where periodic roadside and street removal and disposal operations will take place and when. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of the Federal, State and local governments, or agencies or of any public utilities. Update schedule every 7 days or more frequently as required by PITT COUNTY.

4.03 LIST OF EQUIPMENT AND MANPOWER

Submit a list of equipment and manpower to be used on the project ten days after the issuance of the Notice of Award.

4.04 PAYMENT REQUESTS

Submit request by the 10th day of the month including only that work performed the previous month. Use form contained in these specifications or other form pre-approved by PITT COUNTY, fully completed and executed; submitted in six (6) copies, including documentation with three copies.

Following issuance by PITT COUNTY of Certificate of Substantial Completion, CONTRACTOR may submit special payment request, provided the following have been completed:

- Obtain required inspection and other approvals
- Complete final cleaning of the work
- Submit listing of work to be completed before final acceptance
Upon completion of the following requirements, final payment request may be submitted:

- Complete work listed as incomplete at times of substantial completion, or otherwise assure PITT COUNTY of subsequent completion of individual incomplete items.
- Settle liens and other claims, or assure PITT COUNTY of subsequent settlement.
- Submit proof of payment on wages, contract payments, fees, taxes and similar obligations.
- Complete close-out requirements.
- Obtain consent of surety for final payment.

4.05 PERIODIC SUBMITTALS

Submit the following items periodically as required:

A. Request for Partial Payment – Submit 6 copies of request monthly if work has been performed with required supporting documentation.

B. Insurance Certificates – Submit 3 copies of insurance certificates as original certificates expire.

C. Revised weekly schedule.

4.07 DEBRIS LOAD TICKETS

The County shall accept serialized copies of the CONTRACTOR’s four (4) part debris load tickets as the certified, original source documents to account for the measurement and accumulation of the weight/volume of debris picked up, delivered to the Pitt County Transfer Station. See attached copy of an example of a load ticket. Load tickets shall be turned in weekly to the COUNTY. The tickets shall include the following:

- Date
- Preprinted number
- Hauler’s name
- Truck number
- Point of origin for debris collected and time and date loaded
- Dumpsite location and time and date dumped
- Debris classification
- Actual weight

TEMPORARY FACILITIES AND CONTROLS

ARTICLE 5.

PART 1. – GENERAL
5.01  TEMPORARY BUILDINGS – NOT APPLICABLE

5.02  SANITARY PROVISION – NOT APPLICABLE

5.03  ENVIRONMENTAL PROTECTION

Review exposure to possible environmental problems with PITT COUNTY. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise and similar problems).

5.04  TRAFFIC CONTROL

The Contractor shall provide erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all designated work areas.

A. The contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the workers and the safety of the public.

B. Highways, streets or parts of the work closed to traffic shall be secured by barricades and obstructions shall be illuminated during hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

C. All barricades, warning signs, lights temporary signals, other protective devices, flag persons and signaling devices, shall conform to the minimum standards North Carolina Department of Transportation.

The expenses incurred by the contractor for items listed in this section are to be included in the rates provided by the contractor.

5.05  WORK HOURS

Unless special written consent is issued by PITT COUNTY, all work shall be performed during the daylight hours Monday through Saturday.

5.06  DUST CONTROL

1. Execute work by methods designed to minimize raising dust from work operations.

2. Provide positive means to prevent airborne dust from dispensing into atmosphere.

5.07  ACCESS ROADS – NOT APPLICABLE

5.08  PARKING – NOT APPLICABLE

PROJECT CLOSEOUT

ARTICLE 6.
PART 1 – GENERAL

6.01  DEFINITIONS

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurance. Specific requirements in other sections have precedence over general requirements of this section.

PART 2 – SUBSTANTIAL COMPLETION

6.02  SITE CONDITIONS

Comply with General Conditions and complete the following before requesting PITT COUNTY’s Representative’s inspection of the work, or designated portion thereof, for substantial completion. A pre-final inspection will not be scheduled until the following minimum requirements are met:

A. The work shall be in accordance with the requirements of the COUNTY of Pitt.

B. A work shall be in accordance with the Contract Documents.

C. Submit all executed warranties, workmanship bonds, quality assurance reports, and similar required documentation for specific units of work, enabling PITT COUNTY’s unrestricted occupancy and use.

D. Submit record documentation as required by these specifications.

E. Complete final cleaning, and remove temporary facilities and equipment.

PITT COUNTY reserves the right to inspect the work on a continuous basis. Any deficiencies shall be corrected immediately.

PART 3 – FINAL ACCEPTANCE

6.03  REINSPECTION

Upon receipt of CONTRACTOR’s notice that work has been corrected punch-list items resulting from earlier inspections, and except for incomplete items delayed because of acceptable circumstances, PITT COUNTY will re-inspect the work. If the work is completed in accordance with this Contract, payment will be made in the next progress payment in accordance with this Contract.
SUPPLEMENTAL CONDITIONS
SUPPLEMENTAL CONDITIONS

ACCESS FOR INSPECTION:

Representatives of the Pitt COUNTY Engineering Department and any consultants retained by the COUNTY shall have access at all times to the project for the purpose of inspection.

CONTRACT DOCUMENTS:

Six sets of Contract Documents will be furnished to the successful CONTRACTOR without charge. Additional copies will be furnished at cost of reproduction.

SUBCONTRACTORS:

Within ten (10) days after award of the contract, the CONTRACTOR shall submit to PITT COUNTY a list giving the names and addresses of subCONTRACTORS he proposes to use, together with the scope of their respective parts of the work. Should any subCONTRACTOR be disapproved by PITT COUNTY, the CONTRACTOR shall submit additional names for approval. PITT COUNTY shall act promptly in the approval of subCONTRACTORS. Approval shall be granted except for cause or reason considered justifiable by PITT COUNTY and his consultants.

CLEANING:

The CONTRACTOR will keep the site within and around the operations clean and neat and free of trash and debris accumulations at all times. He will keep it free from flammable or dangerous stored materials at all times. If such is not done as directed, it will be done by PITT COUNTY and such costs of the work shall be left clean and neat to present a finished appearance.

COORDINATION:

It is imperative that work under this Contract be coordinated with all government entities having any authority over the work including, but not limited to COUNTY Government, and any FEMA representative in the COUNTY.

PERMITS AND INSPECTIONS FEES:

The CONTRACTOR shall obtain all necessary permits and licenses and shall pay all inspection fees.

BID PROPOSAL:

Bidder shall submit a bid for each and every item shown on the proposal. Incomplete bids will not be accepted. PITT COUNTY reserves the right to increase or decrease the quantity of any item without a change in unit price.
SAFETY AND HEALTH REGULATIONS:

The CONTRACTOR is responsible for compliance with the applicable requirements of the National Occupational Safety and Health Act and all applicable regulations. PITT COUNTY shall not be responsible for the CONTRACTOR’s compliance.

TIME AND COMPLETION:

The work shall begin upon the issuance of Notice to Proceed and continue operating on until C&D debris is picked up in the designated areas.

If the CONTRACTOR is delayed at any time in the progress of his work by any act or negligence of PITT COUNTY, his employees or his separate CONTRACTOR, by changes ordered in the work; by abnormal weather conditions; by any cause beyond the CONTRACTOR’s control or by other causes deemed justifiable by PITT COUNTY, then the contract time shall be reasonably extended in a written order from PITT COUNTY upon written request from the CONTRACTOR with ten days following the cause for delay.
PROPOSAL
PROPOSAL

The undersigned bidder proposes and agrees that if this proposal is accepted to contract with the COUNTY of Pitt bidder agrees to perform the services contemplated to the entire satisfaction of the COUNTY. The undersigned bidder further agrees to accept as full compensation the prices specified in the attached schedules with the understanding that no extra compensation will be paid unless agreed upon in advance in writing by both parties to the contract.

The undersigned bidder hereby declares that only the person or persons interested in this proposal as principal or principals is or are the names herein and that no other person has any interest in the proposal or in the Contract to be entered into. That this proposal is made without connection to any other person, company, or parties making a bid or proposal, and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he/she has fully examined the specifications, and Contract Documents pertaining thereto, that he/she has read all special provisions furnished prior to bid opening, that he/she has satisfied himself/herself relative to the WORK to be performed and that he/she has included in his prices all items necessary to furnish all WORK in accordance with the Contract Documents.

The bidder further proposes and agrees to begin WORK under this Contract upon written notice to proceed by the COUNTY.

The undersigned acknowledges the receipt of the following ADDENDA to the Contract Documents and/or Specifications.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
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# SCHEDULE OF PRICES FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES FOR PITT COUNTY

Construction and Demolition (C&D) debris hauled to and dumped at the Pitt County Transfer Station

<table>
<thead>
<tr>
<th>Mileage Radius</th>
<th>0-20 Miles</th>
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<tr>
<td>21-40 Miles</td>
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<tr>
<td>41-60 Miles</td>
<td>$_______________________/ton</td>
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</tr>
<tr>
<td>61-80 Miles</td>
<td>$_______________________/ton</td>
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Tipping fees/disposal costs for C&D debris shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement.

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**CONTRACTOR**

______________________________

Attest

______________________________
October 27, 2016

To Whom It May Concern:

RE: Request for Pricing for Debris Management and Removal Services, Pitt County, North Carolina

Pitt County Government is seeking proposals from qualified companies to provide Debris Management and Removal services in the unincorporated areas affective by the recent natural disaster.

Interested companies are invited to submit proposals as outlined in the enclosed Scope of Work. Questions regarding the Scope of Work should be directed to Mr. John Demary, Director of Solid Waste & Recycling at (252)902-3355 or Tim Corley, County Engineer at (252)902-3170.

Proposal must be received in the Office of the Pitt County Manager, 1717 West 5th Street, Greenville, NC 27834 by 5:00 PM on Friday, November 4, 2016.

Sincerely,

John Demary, Director
Pitt County Solid Waste & Recycling
<table>
<thead>
<tr>
<th>Load Ticket</th>
<th>Ticket No. 0012345</th>
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<td>Municipality (Applicant)</td>
<td>Prime Contractor</td>
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<tr>
<td></td>
<td>Sub-Contractor</td>
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**Truck Information**

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<tr>
<th>Truck No</th>
<th>Capacity</th>
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Truck Driver (print legibly)

**Loading Information**

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<tr>
<th>Loading</th>
<th>Time</th>
<th>Date</th>
<th>Inspector/Monitor</th>
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</thead>
</table>

Location (Address or Cross Streets)

When Using GPS Coordinates use Decimal Degrees (N xxx.xxxxx, W xxx.xxxxx)

**Unloading Information**

<table>
<thead>
<tr>
<th>Debris Classification</th>
<th>Estimated %, CYs, or Actual Weight</th>
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<tr>
<td>☐ Vegetation</td>
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<tr>
<td>☐ C&amp;D</td>
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</tr>
<tr>
<td>☐ White Goods</td>
<td></td>
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<tr>
<td>☐ HHW</td>
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</tr>
<tr>
<td>☐ Other* See Below</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Unloading</th>
<th>Time</th>
<th>Date</th>
<th>Inspector/Monitor</th>
</tr>
</thead>
</table>

DMS Name and Location

*Other Debris Explanation

<table>
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<tr>
<th>Original: Applicant</th>
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<tr>
<td>Copy 1:</td>
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<tr>
<td>Copy 2:</td>
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<td>Copy 3:</td>
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</tbody>
</table>
CONTRACT FOR CONSTRUCTION AND DEMOLITION DEBRIS SERVICES
BETWEEN PITT COUNTY
AND

THIS AGREEMENT is made and entered into this _____ day of November, 2016, by and between Pitt County, a political subdivision of the State of North Carolina, (“County”) and ______________________ ( “Contractor”).

WITNESSETH:

WHEREAS, certain real property in Pitt County sustained significant damage during a declared state of emergency the week of October 10, 2016 as a result of Hurricane Matthew (“the Storm”) and the subsequent flooding that resulted from therefrom; and

WHEREAS, Pitt County follows the procurement requirements set forth in the General Statutes of the State of North Carolina, as well as the Federal Emergency Management Agency (FEMA) procurement guidance for Non-Federal Entity Public Assistance recipients.

WHEREAS, County desires assistance with the collection and disposal of construction and demolition debris resulting from the Storm; and

WHEREAS, Contractor possesses the expertise and experience to assist County in such service;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference. All deliverables under this Agreement shall be delivered in a final form acceptable to County.

2. Termination. The County or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. In that event, all finished or unfinished materials shall, at the option of the County, become its property. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.

3. Regulations. While on County’s property, Contractor shall comply with County’s regulations, including but not limited to safety and employee relation’s regulations. County will provide Contractor with all relevant regulations upon request of Contractor.

4. Term. This Agreement shall commence on the date written above and shall continue until for a period of three months.
5. **Payment.** County shall pay Contractor at the rate and in the matter set forth in Exhibit B. It is understood and agreed by and between the parties that County is under no obligation to pay total fees in excess of _______thousand dollars and no cents ($_______,000.00) for services provided. Contractor shall submit an invoice detailing the work provided hereunder within 30 days of completion of said work. County shall pay such invoice within forty-five (45) days of receipt.

6. **Entire Agreement and Amendments.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. **Assignment.** This Agreement is personal to each of the parties hereto, and neither party may assign, subcontract, nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment, subcontract, or delegation without prior written consent from the other party shall be null and void. In the event of assignment with written consent, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. **Independent Contractor.** The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County’s employees.

9. **Hold Harmless and Indemnification.** Contractor agrees to hold harmless and indemnify County from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. **Insurance.** The CONTRACTOR shall not begin work under this Contract until he has obtained all the required insurance and such insurance has been approved in writing by PITT COUNTY. At CONTRACTOR’s sole expense, CONTRACTOR shall procure and maintain the following minimum insurances with insurers licensed in North Carolina and rated A-VII or better by A.M. Best:

    (a) **Workers’ Compensation**

    Statutory limits covering all employees, including Employer's Liability with limits of:
$500,000 Each Accident  
$500,000 Disease - Each Employee  
$500,000 Disease – Policy Limit  

(b) Commercial General Liability

Covering all operations involved in this Agreement.

- $2,000,000 General Aggregate  
- $2,000,000 Products/Completed Operations Aggregate  
- $1,000,000 Each Occurrence  
- $1,000,000 Personal and Advertising Injury Limit  
- $5,000 Medical Expense Limit

(c) Commercial Automobile Liability

- $1,000,000 –Combined Single Limit

(d) Other Insurance

The CONTRACTOR shall obtain and cause to remain in effect during the project under this Agreement such insurance as may be required by the General Statutes of North Carolina or the laws of the United States of America in amounts not less than the minimum required by law.

(e) Cancellation

Any Certificate of Insurance furnished by the CONTRACTOR shall contain the provision that the policy cannot be altered or cancelled in less than thirty (30) days after written notice of the nature of the alteration or cancellation is received by the insured. Said notification of the insured shall be by registered mail.

(f) Proof of Coverage

The CONTRACTOR shall furnish COUNTY with proof, satisfactory to COUNTY, of the insurance coverage before written approval of the insurance is granted by PITT COUNTY. PITT COUNTY may accept insurance certificates.

11. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

12. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other
taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

13. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County
Attn: County Manager
1717 West Fifth Street
Greenville, North Carolina 27834

Each party shall keep the other party informed of its current address at all times.

14. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

15. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

16. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

17. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An
executed Agreement transmitted by facsimile to the other party may be relied upon as an original
and if there is any inconsistency between such facsimile and an executed Agreement
subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

19. **Headings.** The headings and numbers of sections and paragraphs contained in this
Agreement are for reference purposes only and shall not affect in any way the meaning or
interpretation of this Agreement.

20. **E-verify.** Pursuant to North Carolina General Statute 143-133.3 and related state and federal
laws, the undersigned hereby certifies that the Contractor named herein, and the Contractor’s
subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General
Statutes, including the requirement for each employer with more than 25 employees in North
Carolina to verify the work authorization of its employees through the federal E-Verify system.

21. **Iran Divestment Act.** Contractor certifies that, as of the date first written above, it is not
listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina Session
Law 2015-118 and Chapter 147, Article 6E of the North Carolina General Statutes. Contractor
further agrees that it shall not utilize any subcontractor that is identified on the List in the
performance of this contract.

22. **Equal Employment Opportunity.** During the performance of this contract, the contractor
agrees as follows:

   (a) The contractor will not discriminate against any employee or applicant for employment
   because of race, color, religion, sex, or national origin. The contractor will take affirmative
   action to ensure that applicants are employed, and that employees are treated during employment
   without regard to their race, color, religion, sex, or national origin. Such action shall include, but
   not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or
   recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
   selection for training, including apprenticeship. The contractor agrees to post in conspicuous
   places, available to employees and applicants for employment, notices to be provided setting
   forth the provisions of this nondiscrimination clause.

   (b) The contractor will, in all solicitations or advertisements for employees placed by or on
   behalf of the contractor, state that all qualified applicants will receive considerations for
   employment without regard to race, color, religion, sex, or national origin.

   (c) The contractor will send to each labor union or representative of workers with which he
   has a collective bargaining agreement or other contract or understanding, a notice to be provided
   advising the said labor union or workers' representatives of the contractor's commitments under
   this section, and shall post copies of the notice in conspicuous places available to employees and
   applicants for employment.

   (d) The contractor will comply with all provisions of Executive Order 11246 of September
   24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   (e) The contractor will furnish all information and reports required by Executive Order 11246
   of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor
   or pursuant thereto, and will permit access to his books, records, and accounts by the
   administering agency and the Secretary of Labor for purposes of investigation to ascertain
   compliance with such rules, regulations, and orders.
(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. Compliance with the Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

24. Suspension and Debarment.
(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(c) This certification is a material representation of fact relied upon by Pitt County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Pitt County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.
(b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.
27. **Changes.** Change orders shall only be made in writing, upon terms and conditions agreeable to the parties.

28. **Access to Records.** The following access to records requirements apply to this contract:
   (a) The contractor agrees to provide Pitt County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the work being completed under the contract.

29. **Department of Homeland Security (DHS) Seal, Logo and Flag.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

30. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

32. **Fraud and False or Fraudulent or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

Pitt County:

By: ______________________________

Contractor:

By: ______________________________