



TOWN OF
ST. JAMES
North Carolina

**2026 REQUEST FOR PROPOSAL
FOR
DEBRIS MANAGEMENT AND REMOVAL SERVICES**

For additional information:

Jeffrey E. Repp, Town Manager

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REQUEST FOR PROPOSALS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

I. INTRODUCTION

The Town of St. James is requesting proposals from experienced disaster management and emergency firms for Debris Management and Removal Services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advanced for such an occurrence.

Acceptance by the Town of St. James of any submittal to this *Request of Proposal for Debris Management and Removal Services* shall not constitute or warrant a contract. The Town of St. James is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Town. No work effort will begin without written authorization (Notice to Proceed) from the Town. No retainer shall be paid in order to keep the contract in effect.

II. GENERAL REQUIREMENT

- A. Submit one (1) original, four (4) copies and one (1) electronic version of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

III. SCOPE

Town of St. James, hereinafter called “Town”, in order to deal with a major storm, disaster, or other event, will receive professional service proposals for a pre-event contract for Debris Management and Removal Services. The Town will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers should thoroughly review the Town’s geography prior to submitting them.

proposal. There are no landfills available for use in the Town of St. James. The Town will utilize Brunswick County's landfill located at 170 Land Fill Rd NE Bolivia, NC unless otherwise directed. The Town does have a 2+ acre temporary vegetative debris laydown area that may be used for storage and processing of debris for eventual disposal, if necessary. In the event of a disaster, the Town of St. James will encourage recycling materials as a best practice.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal operation.

Proposers should be as self-sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the Town following substantial event could exceed seven (7) days.

The Town intends to have a committee evaluation process, which may include interviewing 2-3 potential contractors.

IV. EVALUATION CRITERIA

<u>Submittal:</u>	<u>Weight in Evaluation</u>
Experience: A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references, complete with contact information.	20%
Technical Capabilities: A narrative describing your firm's approach to planning Town staff training, Town staff augmentation, project management, technical support for reimbursement procedures and assistance in developing public information regarding efforts.	20%
Equipment: A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others. (including subcontractors). If rented or leased equipment is listed, please provide a copy of the lease contract as proof of availability.	20%

Reasonableness of Price: Completed Fee 20%
Schedule attached.

References: A list of all current contracts and 20%
also, debris management experience (Work History)
in the State of North Carolina for the past ten years.
Please include customer contact information. You
may include limited out of state information.

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 1/2 x 11-size pages.

Questions regarding this RFP will be accepted by e-mail until no later than 4:30 p.m. on Monday, February 9, 2026, and should be sent. to Jeffrey E. Repp, Town Manager (jrepp@stjames.town). No questions will be accepted after this time. Any addenda and clarifications will be issued prior to 4:30 p.m. Tuesday, February 17, 2026.

Proposer shall submit one (1) original, four (4) copies and one (1) electronic version of their response to this RFP in a sealed envelope or box.

clearly marked "*Town of St. James-Debris Management RFP*". All submittals shall be received by the Town no later than 4:00 P.M on Tuesday, February 24, 2026. All proposals shall be submitted to the Town of St. James, 4041A Southport-Supply Road, Southport, NC 28461. ATTN: TOWN MANAGER

Any responses not received by the appointed date and at the correct location will be rejected.
Proposals faxed or e-mailed will be rejected.

V. SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS REMOVAL AND REMOVAL SERVICES

(sample)

RECITALS

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the Town, as well as recovery Technical Assistance to the appointed and elected officials, resulting from a future storm or manmade event; and

WHEREAS, the Town has in the past suffered the full force and effects of major storms and the resulting destruction caused by such storms or manmade disasters; and

WHEREAS the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS the immediate economic recovery of the Town and its citizens is a major concern and the primary priority for recovery; and

WHEREAS the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the Town and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

NOW THEREFORE, in consideration of the promises contained herein and acknowledged by both parties, the parties do agree as follows:

1.0 SERVICES

1.0.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris* (herein referred to as "debris"), including hazardous and industrial waste materials and within the time

specified within this Contract. Emergency clearance, debris removal, disposal, and demolition of structures will be limited to:

1. That which is determined to eliminate immediate threats to life, public health, and safety.
2. That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed when requested and as designated by the Town.

1.1.0 Emergency Protective Measures/ Emergency Road Clearance:

The Contractor may be requested to accomplish the cutting, tossing and/or clearance of debris from the primary transportation routes to allow emergency vehicles to traverse the roadways. The Town will determine route priorities for this clearance. The time and materials operational aspect of the scope of this contracted service should not exceed the first 70 hours of actual clearance work following a disaster event.

1.2.0 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the Town when directed to do so by the Town. This debris removal work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by the Town. The Town may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of the Town. The Contractor may be requested by the Town to remove debris from public areas, which may include operational facilities, utility facilities and other land owned by the Town. The Contractor shall use reasonable care not to damage any public or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the Town may either bill the Contractor for the damages or withhold funds due to the Contractor. Debris removed and delivered to a debris disposal site will be paid based on a cubic yard according to the prices found in Addendum 1 of this contract. Debris removed and delivered to an authorized landfill will be paid based on per cubic yard hauled according with the prices found in Addendum 1 of this contract.

1.2.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be directed by the Town and will be limited to properties located within the Town's legal boundaries.

1.2.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the Town and/or unscheduled passes of each area impacted by the storm event. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Town.

1.2.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor should use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town.

1.2.4 Certification of Load Carrying:

The Contractor shall submit to the Town a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Town.

1.2.5 Vehicle Information:

The maximum load of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

1.2.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

1.2.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

1.2.8 Workdays/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week as directed by the Town. Adjustments to workdays and/or work hours shall be as directed by the Town following consultation and notification to the Contractor.

1.2.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. The Town shall contract with a firm specializing in the management and disposal of such materials and waste or the Contractor may be requested to provide a subcontractor to handle the disposal.

1.2.10 Stumps:

All hazardous/eligible stumps identified by the Town will be pulled, loaded, transported, stored, reduced and disposed in accordance with FEMA standards. All stumps with a diameter of 24 inches or smaller will be documented, invoiced and paid as cubic yard debris in accordance with FEMA Recovery Policy RP9523.11.

1.2.11 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Town and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

1.2.12 Inspection and Testing:

All debris shall be subject to adequate inspection by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.2.13 Monitoring:

The Town will assign Monitors who will be using an automated debris management system (ADMS) at the load sites to oversee the Contractors debris operations. Monitors would verify all information on the load ticket and the Loading Site Monitor's signature would be needed to have a valid load ticket.

1.2.14 Accountable Debris Load Tickets:

The Town shall accept the serialized copy of the Contractor's debris load ticket(s) as the

certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following.

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck load in cubic yards
- Load percentage full, as assigned the **Town**.
- Load amount in billable cubic yards.
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded.
- Dumpsite location and time dumped.

1.2.15 Reports:

The Contractor shall submit periodic, written reports to the **Town** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

- **Daily Reports:**
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed, and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.
- **Weekly Summaries:**
A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by the **Town**.
- **Report(s) Delivery:**
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **Town** in consultation with the Contractor.
- **Final Project Closeout:**
Upon final inspection and/or closeout of the project by the **Town**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **Town**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **Town** and/or Government.

Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load measurements as may be required by the Town and/or Government to support requests for debris project reimbursement from external funding sources.

1.3.0 Right-of-Entry (ROE) Removal (*if implemented by the Town*):

The Contractor may be requested to remove ROE debris from private property with due diligence, as directed by the Town. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the Town does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services. The Town reserves the right to contract ROE with outside contractors as deemed necessary.

1.4.0 Demolition of Structures (*if implemented by the Town*):

The Contractor will remove structures designated for removal by and at the direction of the Town. The Contractor agrees to remove in a timely manner all structures as determined by the Town as set out in Section 1.1 of this Contract. The Town reserves the right to bid and contract structure demolition under separate contract with contractor or other contractors as deemed necessary.

1.5.0 Private Property Waivers:

The Town will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.3.0 and 1.4.0 above.

1.6.0 Disposal/ Temporary Debris Storage Sites (*if implemented by the Town*):

The first part includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form. Site set-up/preparation/closeout/restoration includes clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition as directed by the Town.

The second part shall consist of managing the operations of a debris storage site(s) and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the Town. The Contractor shall provide equipment, operators, and laborers for debris storage site operations as specified by Town. Unit prices provided in Addendum 1 shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance and security bonds) all equipment under this contract. In addition, materials needed for Contractor's site setup/preparation/closeout/restoration (including rental or construction of the Inspection Towers) are to be included in these unit rates. All rates shall include the cost of protective

clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other associated costs.

1.6.1 Types:

The Town plans to use two (2) types of debris storage sites, as needed. Vegetative debris storage sites will be primarily devoted to the reduction of clean woody debris by either burning or grinding. Mixed debris and Construction & Demolition (C&D) debris storage sites will be operated as transfer points. Mixed and C&D debris will be deposited at these sites and then reloaded for final transport to an authorized landfill. Material coming into the Vegetative or C&D debris storage site(s) will be measured and paid for by a unit price measurement according to the Price Proposal Form. Materials removed and transported from a C&D debris storage site(s) will be measured and paid by a unit price measurement according to rates found in Addendum 1 of this contract.

1.6.2 Locations of debris management sites:

The Town will provide locations of all debris storage sites. The Town must approve site improvements before work begins and any costs, other than those found in Addendum 1 of this contract.

1.6.3 Contractor 's Debris Site Management Plan:

Once the debris storage site(s) is/are identified by the Town, the Contractor will prepare and provide a Site Management Plan for review and approval by the Town prior to beginning work. A minimum of three (3) copies of the plan is required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc.
- Site preparation - clearing, erosion control, and grading.
- Traffic control procedures
- Site Safety
- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with NC Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff.
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

The Contractor shall provide all utilities, sanitation facilities, as required. The Contractor shall protect existing structures and natural resources at the site(s) and repair any damage caused by

the Contractor's operations at no additional cost to the Town or any other Governmental Identity.

1.6.4 Inspection Tower:

The Contractor shall construct an inspection tower at each debris storage site as requested by the Town. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot-high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved Town building standards and shall be inspected by the Town building inspector's office.

1.6.5 Household Hazardous Waste Issues:

The Contractor may be required to construct a containment area at each debris storage site. This containment area will consist of an earth berm with a non-permeable soil liner and 4" of sand. This area shall be 30' x 30'. The HHW containment area must be covered at all times with a non-permeable cover.

Any material found that is classified as HHW shall be reported immediately to the Town. This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of HHW debris will be by separate contract.

1.6.6 Contractor HHW Spills:

The Contractor shall be responsible for reporting to the Town and cleaning up all HHW spills caused by the Contractor's operation at no additional cost to the Town or any other governmental identity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills other than the site shall be reported to the Town Emergency Management Coordinator and to the Town for this project immediately following discovery. A written follow-up shall be submitted to the Town coordinator not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/state reportable, and when and to whom it was reported.
- Exact time, location, and spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.

- Summary of all communication the CONTRACTOR has had with press, agencies, or government officials other than the Town.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

1.6.7 Operations Requirements:

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

1.6.8 Contractor Temporary Debris Storage Site Foreman (if required):

The debris storage site foreman and/or night foreman is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. All night operations must be approved by the Town, which may be limited primarily to burning if approved by the appropriate authority.

The Contractor's Debris Storage Site Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Town.

1.6.9 Debris Storage Site Monitoring:

The Contractor and the Town's Monitor will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris as approved by the Town. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the Town for such loads. The Contractor and the Town's Monitor will inspect each load to verify the volume of eligible debris that has been hauled to the staging site. The Town's Monitor will note on the load ticket the verified debris hauled to the staging site. The Town's Monitor signature is required on all valid load tickets. If the Contractor is continually not in agreement with the Town's Monitor regarding inspections the Contractor should contact the Town's Manager. All unloading of debris should stop until an agreement can be reached.

1.6.10 Inspection and Testing of Debris Site Operations:

All Debris Storage Site operations shall be subject to inspections by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the

Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.6.11 Reporting:

The Contractor shall submit a report to the Town by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract/Task Order Number
- Daily and cumulative hours for each piece of equipment, if appropriate
- Daily and cumulative hours for personnel, by position, if appropriate
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Any problems encountered or anticipated.

Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the Town.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Town.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Town, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall submit a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Town. The Contractor shall supply the names and addresses of subcontractors for approval and materials

suppliers when requested to do so by the Town. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximum extent practicable.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the Town, as additional insured, while working within the boundaries of the Town.

2.3.4 Worker's Compensation:

This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the contracted services.

Coverage A Statutory State Requirements
Coverage B \$1,000,000

2.3.5 Automobile Liability:

Bodily Injury \$1,000,000 each person \$1,000,000 each accident
Property Damage \$1,000,000 each accident

2.3.6 Comprehensive General Liability:

Bodily Injury \$1,000,000 each person \$2,000,000 aggregate
Property Damage \$1,000,000 each accident \$2,000,000 aggregate

2.3.7 Insurance Cancellation/Renewal:

The Contractor will notify the Town at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the Town at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the Town's designated Contract Representative within 24 hours following the execution of this Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 72 hours to commence and conduct these contracted services.

3.3 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract. A completion date will be determined once the extent of damage has been determined and a time limit will be put in place to be followed.

3.4 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions (optional):

In as much as this is a “time is of the essence” based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the Town, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the Town and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for Three (3) consecutive years beginning on the date of acceptance by and signatures of the Town and Contractor, whichever comes later. The term of the Contract may be extended upon mutual agreement of the Town and the Contractor for two (2) additional one (1) year terms.

3.7 Contract Termination:

This Agreement may be terminated by the Contractor upon sixty (60) days prior written notice to the Town in the event of substantial failure by the Town to perform in accordance with the terms of the Agreement through no fault of the Contractor. It may also be terminated by the Town with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the Town satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Town, the Contractor shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- c. Transfer all work in process, completed work, and other material related to the terminated work to the Town.
- d. Continue and complete all parts of the work that have not been terminated.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The Town may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 Town Obligations:

The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written "Notice To Proceed". The Town will designate a representative to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written "Notice To Proceed". The Town is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the Town with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Town. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Town Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for

removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the Town, and all debris must be disposed of in accordance with all Federal and State laws.

5.0 GENERAL TERMS AND CONDITIONS

The Contractor shall, to every extent possible, give priority to utilizing resources within the Town. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.1.0 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.2.0 Cost, Prices, and Payments:

5.2.1 Price for Emergency Push/Road Clearance:

The Contractor will invoice the Town and be paid for this contracted service in accordance with the rates as set out in Addendum 1 (Sections B and C).

5.2.2 Unit Price for Debris:

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the Town in accordance with the rates as set out in Addendum 1 (Sections A).

5.2.3 Billing Cycle:

The Contractor shall invoice the Town on a 30-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

5.2.4 Payment Responsibility:

The Town agrees to accept the Contractor's invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within 10 business days. The Town will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

5.2.5 Tipping Fees:

The Town shall pay all Tipping Fees. These fees should not be reflected in the unit price(s) of this contract.

5.2.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or

disposal of any material or stumps as may be determined by the **Town** and/or Government as ineligible debris.

5.2.7 Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between the **Town** and the Contractor and subject to the review of the Government. Any amendments, extensions or changes to the scope of this contracted agreed upon shall, be put in writing, signed by both parties and dated before it becomes effective.

5.2.8 Specialized Services:

The Contractor may invoice the **Town** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **Town**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **Town**.

5.2.9 Confidentiality:

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the **Town**.

6.0 MISCELLANEOUS

6.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at: _____
(Address)
(Town, State, Zip Code)

To **Town of St. James** _____

Attn: Town Manager
4140A Southport-Supply Road
St. James, NC 28461

6.2 Applicable Law:

The laws of the State of North Carolina shall govern this Contract.

6.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

6.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

6.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the Town has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one.

CONTRACTOR:

BY: _____

Title: _____

ATTEST:

Name – Title

TOWN OF ST. JAMES:

BY: _____

Jeffrey E. Repp

Title: _____

Town Manager

ATTEST:

Jamie Burns
Town Clerk

FEE SCHEDULE

This schedule to be used in your submittal:

A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL.

<u>ITEM</u>	<u>DESCRIPTION OF SERVICE</u>	<u>COST</u>	<u>UNIT</u>
1	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	\$	CY
2	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$	CY
3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$	CY
4	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$	CY
5	Processing (Burning) of Debris at TDSRS or Final Disposal Site	\$	CY
6	Pick Up and Haul of White Goods to Disposal Site within County	\$	UNIT
7	Pick Up and Disposal of Hazardous Material	\$	LB
8	Freon Management and Recycling	\$	UNIT
9	Sand Removal, Screening and Return to Beach	\$	CY
10	Dead Animal Collection, Transportation and Disposal	\$	LB
Hazardous Stump Removal & Hauling to Disposal Site			
11	24-inch diameter to 47.99	\$	STUMP

12 48-inch diameter and greater \$ STUMP

The following items shall be billed on a Time and Material (T&M) basis as shown and according to Schedules B & C on the following pages:

Emergency Road Clearance T&M

Debris removal from water bodies (bays, rivers, streams, canals, lakes)

Debris Removal	Unit	Price
Vegetative Debris	CY	
Construction & Demolition Debris	CY	
Water Bodies	CY	
Hanging Limbs	Per Tree	
Demolition of Structures	CY	

Leaning Trees/Hanging Trees Over ROW

Size	Unit Price
Less than 24"	
24" – 36"	
36" – 48"	
48" to greater	

Concrete Removal

- Provide a price per CY to load and haul broken concrete from the ROW and dispose at a Town approved site.

- Provide a price per CY to demolish concrete slabs and haul and dispose of the material at a Town approved site.

Demolition and Disposal at appropriate site	Unit	Price
Structures	CY	
Broken Concrete in the ROW	CY	
Concrete slabs, including demolition	CY	

PRICING

B. EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$
JD 644 Wheel-Loader with debris grapple	Hour	\$
Extend boom Forklift with debris grapple	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$
753 Bobcat Skid Steer Loader with bucket	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$
3 -4 cu. yd. Articulated Loader with bucket	Hour	\$
JD 648E Log Skidder, or equivalent	Hour	\$
CAT D4 Dozer	Hour	\$
CAT D6 Dozer	Hour	\$
CAT D8 Dozer	Hour	\$
CAT125 - 140 HP Motor Grader	Hour	\$
JD 690 Track hoe with debris grapple	Hour	\$
JD 690 Track hoe with bucket & thumb	Hour	\$

Rubber Tired Track hoe with debris grapple	Hour	\$
D 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$
Rubber Tired Excavator with debris grapple	Hour	\$
210 Prentiss Knuckle boom with debris grapple	Hour	\$
Self-Loader Scraper Cat 623 or equivalent	Hour	\$
Hand Fed Debris Chipper	Hour	\$
300 - 400 Tub Grinder	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$
30 Ton Crane	Hour	\$
50 Ton Crane	Hour	\$
100 Ton Crane (8 hour minimum)	Hour	\$
40 - 60' Bucket Truck	Hour	\$
Service Truck	Hour	\$
Water Truck	Hour	\$
Portable Light Plant	Hour	\$
Equipment Transports	Hour	\$
Pickup Truck, unmanned	Hour	\$
Self-loading Dump Truck with knuckle boom and debris grapple	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$
Frailer Dump Truck, 24-40 Cu. Yd.	Hour	\$
Trailer Dump Truck, 4 1-60 Cu. Yd.	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$
Power Screen	Hour	\$
Stacking Conveyor	Hour	\$
Off Road Trucks	Hour	\$

ADDENDUM 1 PRICING

C. LABOR AND MATERIAL RATES

Personnel Description	Unit	Price
Operations Manager	Hour	\$
Superintendent with truck, phone, and radio	Hour	\$
Foreman with truck, phone, and radio	Hour	\$
Safety/Quality Control Inspector with vehicle, phone, and radio	Hour	\$
Inspector with vehicle, phone, & radio	Hour	\$
Climber with gear	Hour	\$
Saw Hand with chainsaw	Hour	\$
Laborers & Flagmen	Hour	\$
Emergency Response Crew: Including 1 Foreman, 1 saw man, 1 operator for backhoe, 1 laborer/flagman	Hour	\$
Timekeeper	Hour	\$
Heavy Equipment Operator	Hour	\$
Truck Driver for Dump Trucks	Hour	\$
Materials Description	Unit	Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$

XII. GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

The RFP is not a bid. The Town is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The Town reserves the right, in its sole discretion, to reject all submissions, reissue as subsequent RFP, terminate, restructure or amend this procurement process at any time. The Town may contact any or all proposers' after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the Town.

B. The Town will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the Town of St. James.

C. The Town, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The Town reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The Town reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The Town reserves the right to negotiate modifications to proposals that it deems acceptable.