

INVITATION FOR BIDS

**STREAMFLOW REHABILITATION ASSISTANCE PROGRAM
CLARK CREEK STREAM DEBRIS REMOVAL PROJECT – LONG SITE**

IFB NO. 25-1004



catawba county

MAKING. LIVING. BETTER.

DATE OF ISSUE: JULY 12, 2024

PRE-BID MEETING: JULY 30, 2024

BID PROPOSALS DUE: AUGUST 8, 2024

TIME: 4:00 PM ET

Issued for:

**Catawba County Soil & Water Conservation District
1175 S Brady Ave
Newton, North Carolina 28658**

Issued by:

**Catawba County Purchasing Manager
25 Government Drive
Newton, North Carolina 28658
(828) 465-8224**

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Section I General Instructions to Bidders

STREAMFLOW REHABILITATION ASSISTANCE PROGRAM
CLARK CREEK STREAM DEBRIS REMOVAL PROJECT – LONG SITE

CATAWBA COUNTY, NEWTON, NORTH CAROLINA

INVITATION FOR BID NUMBER: 25-1004

Date Issued: July 12, 2024

For: Removal of stream debris for approximately 700 linear feet of Clark Creek located at 1540 Crestwood Street, Newton, North Carolina 28658.

Bids Due: August 8, 2024 at 4:00 PM ET

1. The Work to be performed under this Contract generally includes, removal of stream debris for approximately 700 linear feet of Clark Creek, shown on the attached project map and described in Section III, Specifications / Scope of Work. The planned work area is located at 1540 Crestwood Street, Newton, North Carolina 28658.

2. The bid package will serve as official notice that Catawba County is soliciting **informal bids** for the item(s) and/or services stated on the cover page and outlined in the specifications in this bid package.

3. Electronic project documents for the Clark Creek Stream Debris Removal Project – Long Site will be available for distribution on July 12, 2024, at no cost by contacting Tina M. Wright by email at tinawright@catawbacountync.gov. Bidders shall obtain project documents by emailing business contact information, including business name, business address, current email address and contact name and phone number with **Clark Creek Stream Debris Removal Project – Long Site** in the subject line.

4. A Mandatory Pre-Bid Meeting will be held at **10:00 AM** on, **July 30, 2024**. **The site meeting location is 1540 Crestwood Street, Newton, North Carolina 28658**. Contractors not present at the Pre-Bid Meeting will not be able to bid the project.

5. Catawba County will receive informal bids for the Clark Creek Debris Removal Project – Long Site until **4:00 PM**, local prevailing time, on **August 8, 2024**. Bids received after **4:00 PM** on **August 8, 2024**, will not be accepted. Bids will remain confidential until awarded.

6. Bids should be submitted to Tina M. Wright, Catawba County Purchasing Manager, 25 Government Drive, Post Office Box 389, Newton, North Carolina 28658. Bids can be hand-delivered, mailed, faxed to (828) 548-2378 or emailed to tinawright@catawbacountync.gov. It is the bidding contractor's sole responsibility to deliver bids to the specific place before the bid response deadline.

7. To qualify, all bids shall be submitted using bid forms contained in this IFB. Incomplete or segregated bids will not be accepted.
8. It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or finishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify County of all conflicts, errors or discrepancies in the Contract Documents.
9. The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
10. The Contract will be awarded to the lowest, responsive, responsible bidder taking into consideration quality, performance, and time specified in Invitation for Bids for performance of the contract. Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work.
11. A Bid Bond is not required for this project.
12. The Work is to be completed (the Contract Time) by October 31, 2024.
13. Provisions for liquidated damages are set forth in the form of a Debris Removal Agreement.
14. All bidders are notified that Catawba County has a verifiable five percent (5%) goal for participation by minority owned and women owned businesses in the total value of Work for which prime contractors are awarded pursuant to North Carolina General Statutes Section 143-128.
15. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State and local taxes in his bid. The Contractor shall indemnify, defend and hold harmless, Owner, Engineers and their employees, agents and representatives from and against any and all claims, damages, losses, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in his bid, pay any such tax or comply with any applicable tax requirements or statutes. The Owner is eligible for reimbursement of all sales tax. The Contractor is to include in their bid and pay all such taxes associated with this project. The Contractor is to submit with each Application for Payment adequate documentation verifying that taxes have been paid and which state, county and city collected the taxes in order for the Owner to apply for reimbursement.
16. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor uses a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

17. All bidders are hereby notified that they must be properly licensed under the state laws governing their prospective trades if licensing is required for their trade. Bidders are also notified that applicable provisions of Chapter 87 of the General Statutes of the State of North Carolina shall be observed in the receiving of bids and awarding of contracts for the Work.

18. Insurance requirements for this project are contained in Section IV, Contractor Insurance Requirements.

19. Catawba County reserves the right to reject any/all submittals. The County assumes no contractual obligation as a result of the issuance of this request, the preparation or bid submission by the Contractor, evaluation or final selection. This Invitation for Bids and any Addenda will be posted on the County's website at www.catawbacountync.gov/county-services/purchasing/bid-notices/ This is the official source of this solicitation.

Tina M Wright, Purchasing Manager
Catawba County, North Carolina

Section II IFB Schedule, IFB Questions and Bid Submissions

IFB Schedule

The table below shows the *intended* schedule for this IFB. Catawba County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	County	July 12, 2024
Mandatory Pre-Bid Meeting	County/Contractors	July 30, 2024 at 2:00 PM
Submit Written Questions	Contractors	August 1, 2024 by 5:00 PM
Provide Responses to Questions	County	August 2, 2024 by 5:00 PM
Bid Submission Deadline	Contractors	August 8, 2024 by 4:00 PM
Contract Award	County	TBA
Contract Effective Date	County	Upon Execution

Bid Submissions must be submitted no later than 4:00 p.m. August 8, 2024. No submittals will be accepted after the deadline.

IFB Questions

Upon review of the IFB documents, Contractor(s) may have questions to clarify or interpret the scope of work in order to submit the best bid response possible. To accommodate the Bid Questions process, Contractor shall submit any such questions by the above due date. Written questions shall be emailed to tinawright@catawbacountync.gov by the date and time specified above. Contractor should enter “**IFB #: 25-1004 – Questions**” as the subject for the email. Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Catawba County website, <https://www.catawbacountync.gov/county-services/purchasing/bid-notices/> and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Contractor shall rely only on written material contained in an Addendum to this IFB.

Bid Submissions

When responding to this IFB, please follow all instructions carefully. For the bid, Contractor(s) shall populate all attachments of this IFB that require the Contractor to provide information and include an authorized signature where requested, as outlined below. Contractor IFB responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed SECTION V - CONTRACTOR BID FORM AND OFFER CERTIFICATION.
- b) Completed and signed SECTION VI - REFERENCE DISCLOSURE FORM.

Failure to follow these instructions may be considered a non-responsive submission and may result in immediate elimination from further consideration. It is understood and agreed that by submitting a bid the Contractor has examined the contract documents, drawings and specifications, visited the site of work and understands the work to be performed.

Bids should be submitted to Tina M. Wright, Catawba County Purchasing Manager and should be sent to the address indicated in the table below. You may also submit a bid response by fax to (828) 548-2378 or email to tinawright@catawbacountync.gov.

Mailing address for delivery of IFB via US Postal Service	Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)
IFB Number: 25-1004 Catawba County Government Center Attn: Tina Wright, Purchasing Manager Post Office Box 389 Newton, North Carolina 28658	IFB Number: 25-1004 Catawba County Government Center Attn: Tina Wright, Purchasing Manager 25 Government Drive Newton, North Carolina 28658

IMPORTANT NOTE: All qualifications shall be physically delivered to the office address listed above on or before the submission deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Firm(s). It is the sole responsibility of the Contractor to have the qualifications physically in this Office by the specified time.

Section III

Specifications / Scope of Work

General

Catawba County is soliciting Contractor(s) to perform the removal of stream debris in Catawba County. The planned work area is approximately 700 linear feet of Clark Creek located at 1540 Crestwood Street, Newton, North Carolina 28658. The work required under this contract, and in accordance with the specifications consists of furnishing equipment, superintendence, labor, skill, material and all other items necessary for the stream debris removal work. If during the performance of work, the Contractor finds an error or discrepancy in the contract documents, specifications or on-site conditions require changes, the Contractor shall notify Catawba County immediately. Agreed upon corrections/modifications shall be documented in writing prior to progressing with work.

The Scope of Work describes the State requirements for receiving payment for completed work. Work must be completed according to the Woody Debris Removal Guidelines (link provided in Paragraph No. 8 below). All bids shall clearly state the total price for completing the contract, NOT a price per foot. Length(s) referenced in this IFB and on the Project Map are approximate and will not be used to determine payment or project completion.

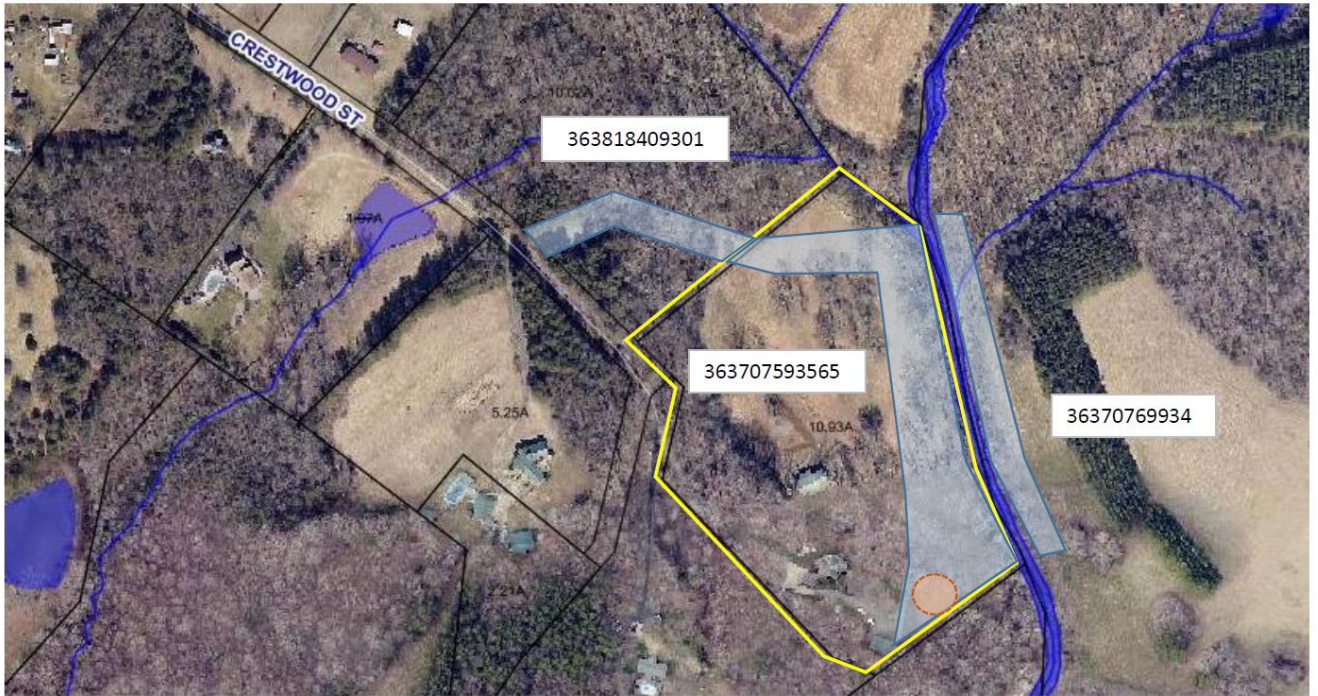
- Time Frame - Target Start Date – August, 2024
- Project Completion Deadline – October, 2024

Specifications / Scope of Work


1. The Contractor awarded this project will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the stream.
2. Trash (i.e., tires, balls, household trash etc.) will not be the responsibility of the Contractor to remove except in the case of debris piles where such items are mixed in with the vegetative debris. In cases of debris piles, the trash will be removed from the stream, separated from the vegetative debris and transported to the landfill in accordance with the landfill's guidelines.
3. The Contractor will remove any leaning standing trees that are marked for removal. Trees that are marked with either YELLOW or BLUE paint shall be removed, leaving their roots in place and intact. Trees designated for removal shall be marked by the Catawba County Soil & Water Conservation staff.
4. The Contractor will be allowed to remove select trees for the purpose of accessing the stream or debris with the consent of the Catawba County Soil & Water Conservation staff. These trees will be processed in the same manner as the trees that are painted for removal.


5. The Contractor will move debris out of the FEMA Flood Plain to designated “Stock Pile” location where it will be processed by the land owner.
6. The Contractor will seed and straw all disturbed areas that are bare. Seeding will consist of a perennial grass that meets the NRCS planting standards in the Critical Area Planting standard - 342 NC GD Critical Area Planting Specifications Development Guidance Seeding Tables 2017. These standards can be found by using the following link:
https://efotg.sc.egov.usda.gov/api/CPSFile/27017/342_NC_GD_Critical_Area_Planting_Specifications_Development_Guidance_Seeding_Tables_2017
7. The Contractor will ensure that ALL required permits are secured before work begins.
8. The Contractor will ensure that it follows the Woody Debris Removal Guidelines to manage all woody debris removed from streams. These guidelines can be downloaded at:
<https://www.ncagr.gov/SWC/watershed/documents/ACoEBMPsforSelectiveClearingandSnagging.pdf>

Section IV Project Map



Ownership	Parcel ID	Linear Foot of Easment	Width of Easment
Bill Long 1540 Crestwood St Newton NC 28658	363707593565	900'	25-150'
Microsoft 1 Microsoft Way Redmond WA 98052	363707699340	700'	50'
Richard Rios 6533 Bakers View Dr. Vale NC 28168	363818409301	750'	25'

Stock Pile Area 

Easment Boudaries 

Section V

Contractor Insurance Requirements

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

Contractor will carry and maintain, throughout the period of this Agreement, at Contractor's sole expense, professional and general liability insurance of no less than \$500,000 per occurrence and \$1,000,000 annual aggregate; and worker's compensation insurance providing statutory limit coverage, plus Employer's Liability coverage with limits of not less than \$500,000 per accident and \$500,000 for each employee for injury by disease. Defense costs shall be in excess of the limit of liability. Contractor shall also provide automobile insurance coverage, when applicable, for any owned, hired, or rented vehicle with a limit of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability and a limit of not less than \$10,000 for medical payment coverage. If employees, agents or representatives of Contractor, including specifically independent contractors under contract to Contractor, transport County's clients in their personal vehicles, Contractor will ensure that any such transportation service is covered by insurance, whether it be the insurance of Contractor or of the vehicle owner, and that vehicles are maintained in a condition that imposes no apparent risk to the clients and/or to the public.

Catawba County shall be named as an additional insured under Contractor's general liability insurance company. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

Certificates of such insurance shall be furnished by Contractor to County at the time of, or before execution of this Agreement, and annually thereafter for any extended term hereof. Such certificates shall require the insurer issuing the underlying policy to provide County with a minimum of thirty (30) days' notice prior to modification or cancellation of said policy. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify County as described herein. Contractor agrees that such insurance shall be primary, regardless of any other insurance coverage which County may procure for its own benefit.

Section VI
Contractor Bid Form and Offer Certification

IFB 25-1004
Streamflow Rehabilitation Assistance Program
Clark Creek Steam Debris Removal Project – Long Site

Name of Bidder: _____

Business Address: _____

Phone Number: _____

Email Address: _____

Contract Person: _____

License Number: _____

How soon can you start? _____

The undersigned, as Bidder, hereby declared that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with 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. This bidder further declares that he has examined the sites of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the County of Catawba, Newton, North Carolina in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the above titled project in full and complete accordance with the plans, specifications and contract documents to the full and entire satisfaction of Catawba County with a definite understanding that no money will be allowed for extra work without written consent of the Owner for the sum hereinafter listed.

TOTAL BID _____

_____ **Dollars \$** _____

OFFER CERTIFICATION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Contractor offers and agrees to furnish and deliver any or all items upon which prices are bid, in this Contractor Bid Form.

By executing this bid, the undersigned Contractor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Contractor as set forth in G.S. 143-59.1.
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

By executing this bid, Contractor certifies that it has read and agreed to the instruction to bidders and the terms and conditions included in the IFB. Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

END OF BID FORM

Section VII
Reference Disclosure Form

Contractor shall provide information regarding experience in work similar to this scope of work by listing Three (3) RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A CATAWBA COUNTY GOVERNMENT LISTING. References should be clients of a similar scale as the services requested in this RFQ.

1. COMPANY NAME: _____
PERSON TO CONTACT: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
SIZE: _____
JOB DATES:
BEGINNING _____ END _____

2. COMPANY NAME: _____
PERSON TO CONTACT: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
SIZE: _____
JOB DATES:
BEGINNING _____ END _____

3. COMPANY NAME: _____
PERSON TO CONTACT: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
SIZE: _____
JOB DATES:
BEGINNING _____ END _____

Section VIII
Intent to Submit Bid
IFB 25-1004

To ensure you receive all addenda issued for this IFB, if interested, please complete and submit this form to Tina M. Wright, at the following email address: tinawright@catawbacountync.gov.

I, _____ a representative of _____

_____ confirm that we intend to submit

a bid for **IFB 25-1004, STREAMFLOW REHABILITATION ASSISTANCE PROGRAM, CLARK CREEK STREAM DEBRIS REMOVAL PROJECT – LONG SITE.**

Firm Name _____

Firm Address _____

Firm Contact Name _____

Phone (____) _____

E-mail _____

Date _____

Section IX
Contract Sample

STREAM DEBRIS REMOVAL AGREEMENT
FOR
CATAWBA COUNTY

Clark Creek Stream Debris Removal
Long Site
Project ID# 25-1004

THIS AGREEMENT, made as of the ___th day of August, 2024, by and between Catawba County, a body politic and a political subdivision of the State of North Carolina, (hereinafter “County”) and _____, (hereinafter “Contractor”). County and Contractor are referred to in this Agreement each as a “Party” and collectively as the “Parties”.

GENERAL INFORMATION

Project:
Clark Creek Stream Debris Removal - Long Site
1540 Crestwood Street, Newton North Carolina 28658

Customer:
Catawba County
Attn: Soil and Water Director
1175 S Brady Ave, #302
Newton, North Carolina 28658

Contractor: _____ NCGC License # _____
_____ Qualifier Name: _____

SCOPE OF WORK

Contractor shall furnish and deliver all of the materials and perform all of the work described in the Contract Documents (“Work”), except as specifically indicated in the Contract Documents to be the responsibility of others (collectively the “Project”).

This Agreement consists of the Contract Documents, defined as this Construction Contract, the Scope of Work, Addenda issued prior to execution of this Contract, other documents listed in this Contract, Certificate of Insurance, Bid Proposal Form and Modifications issued after execution of this Contract, all of which form the Agreement, and are as fully a part of this Agreement as if attached to this Contract or repeated herein. The Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or

agreements, either written or oral. The Contract Documents include the Construction Contract and the attached Exhibits as follows:

- Exhibit A: Scope of Work
- Exhibit B: Insurance (“COI”)
- Exhibit C: Bid Proposal Form
- Exhibit D: Change Orders or Modifications Subsequently Executed by the Parties, attached as Exhibits (“Modifications”).

GENERAL CONDITIONS

1. **GENERAL.** It is understood and agreed that by submitting a bid that the Contractor has examined these Contract Documents, and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

Contractor certifies that it is qualified and capable to perform the Work, that it is financially able to perform the Work during the Time of Completion (as defined herein), and that it knows of no existing or contemplated condition, obligation or obstruction that will prevent it from performing the Work.

2. **PAYMENT.** The Contract Sum is [insert fixed price amount] to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the above titled Project in full and complete accordance with the contract documents to the full and entire satisfaction of Catawba County with a definite understanding that no money will be allowed for extra work without written consent of the County.
3. **NON-APPROPRIATION.** Payment to Contractor for Services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriated revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are actually available. If such adjustment is impractical or would defeat the intent or purpose of this Agreement, same may be terminated accordingly without penalty.
4. **TIME FOR COMPLETION.** The Contractor shall commence Work to be performed under this Contract within approximately sixty (60) consecutive calendar days from the Notice to Proceed. The estimated Time of Completion for the Scope of Work under this Agreement is _____ (“Time of Completion”). If the Contractor is delayed at any time in the progress of its Work by any act or negligence of the County, County’s employees or County’s separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by County (“Justifiable Delay”), then the Time of Completion may be reasonably extended in a written order from the County upon written request from the Contractor within ten (10) days following the cause for Justifiable Delay, without penalty. The cost incurred as a result of any Justifiable Delay shall be borne by County.

If the Contractor is delayed at any time in the progress of its Work by any other cause which County does not deem justifiable (“Delay”), then, in County’s sole discretion, the

Time of Completion may be reasonably extended in a written order from the County upon written request from the Contractor within ten (10) days following the cause for Delay, and the cost incurred as a result of the Delay shall be borne by Contractor.

If the Time of Completion is not extended by the County as a result of justifiable delay or by consent of the Parties, for each day that the Work is not complete in excess of the Time of Completion, the Contractor shall pay the County the amount of _____ (\$____.00) as liquidated damages, the rate of which is reasonably estimated and mutually agreed upon in advance, to cover the losses to be incurred by the County should the Contractor fail to complete the Work within the time specified.

5. CHANGES IN THE WORK. No changes shall be made in the Work except upon written approval and change order of the County. Upon request of the County, the Contractor will make changes, additions, or alterations to the Work ("Changed Work"). The cost of all Changed Work shall be the sole responsibility of the County, which shall include overhead and profit, and reflected in the Change Order.
6. CONTRACTORS RESPONSIBILITIES, MATERIAL, EQUIPMENT, EMPLOYEES.
 - a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of the Work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the Contract Documents.
 - b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - c. Products may generally be specified by ASTM (formerly known as American Society for Testing and Materials) or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
 - d. Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

- e. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
 - f. The Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
 - g. If at any time during the construction and completion of the Work covered by this Agreement, the conduct of any workman of the various crafts be adjudged a nuisance to the County or if any workman be considered detrimental to the Work, the Contractor shall order such parties removed immediately from the site.
 - h. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing upon request.
 - i. The Contractor shall provide the County access to the Work in preparation and progress wherever located.
7. INDEPENDENT CONTRACTOR. This Agreement does not constitute Contractor an employee, agent, representative, joint venture or partner of County for any purpose whatsoever. Contractor is not authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of County. Neither Contractor nor any employee or agent of Contractor has an employment status with County and are not entitled to participate in any benefits extended by County to its own employees. All persons employed by Contractor to perform Services hereunder shall be subject to the exclusive direction and control of Contractor, it being the intention of the parties that Contractor and its employees shall remain independent contractors, not subject to the control of County.
8. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS. The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.
9. UTILITIES. County may provide certain utilities such as power or water with connections and extensions by the Contractor.
10. ACCESS CONTROL. County will provide access as reasonably necessary to complete the Work. Contractor will be issued construction badges that will allow access to building / departments. These badges will be required to be turned back in to County before final payment is issued.

11. CONTRACT ADMINISTRATION. County's Soil and Water Director, Randy Willis, (828) 465-8950, shall serve as the Contract Administrator for this Project. Any questions regarding the Project shall be directed to him.
12. HOURS OF OPERATION. The normal hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m. If working outside of those normal hours has been required for any reason, you must coordinate that with Randy Willis, (828) 465-8950.
13. CODES, PERMITS AND INSPECTIONS. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the County/ Designer in writing. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the County/ Designer, he shall bear all cost arising there from.

All work under this Agreement shall conform to the current North Carolina Building Code and other state and national codes, local ordinances and manufacturers recommendations as are applicable.

The Contractor shall cooperate with the County or municipal authorities by obtaining building permits. Permits may be obtained by the Contractor at no cost to the County.

14. INSURANCE. The Contractor shall not commence work until he has obtained all insurance required, and the County has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

Contractor will carry and maintain, throughout the period of this Agreement, at Contractor's sole expense, professional and general liability insurance of no less than \$500,000 per occurrence and \$1,000,000 annual aggregate; and worker's compensation insurance providing statutory limit coverage, plus Employer's Liability coverage with limits of not less than \$500,000 per accident and \$500,000 for each employee for injury by disease. Defense costs shall be in excess of the limit of liability. Contractor shall also provide automobile insurance coverage, when applicable, for any owned, hired, or rented vehicle with a limit of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability and a limit of not less than \$25,000 for medical payment coverage. If employees, agents or representatives of Contractor, including specifically independent contractors under contract to Contractor, transport County's clients in their personal vehicles, Contractor will ensure that any such transportation service is covered by insurance, whether it be the insurance of Contractor or of the vehicle County, and that vehicles are maintained in a condition that imposes no apparent risk to the clients and/or to the public.

Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance company. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance

shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

Certificates of such insurance shall be furnished by Contractor to County at the time of, or before execution of this Agreement, and annually thereafter for any extended term hereof. Such certificates shall require the insurer issuing the underlying policy to provide County with a minimum of thirty (30) days' notice prior to modification or cancellation of said policy. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify County as described herein. Contractor agrees that such insurance shall be primary, regardless of any other insurance coverage which County may procure for its own benefit.

15. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, and County's consultants, and agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration), arising out of or resulting from performance of the Work under this Agreement, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable unless caused in whole or part by the negligence of County.

16. SAFETY REQUIREMENTS. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the County or Designer. He shall be responsible for any damage to the County's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the County arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

17. TAXES. The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are

received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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

19. EQUAL OPPORTUNITY. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

20. NON-DISCRIMINATION. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

21. CLEANING UP. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the County. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the County.

If the Contractor fails to clean up as required, the County may do so and the cost thereof shall be charged to the Contractor.

22. WARRANTY. The Contractor shall unconditionally guarantee and warranty all materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the County.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the County, within the manufacturer's warranty period.

Additionally, the County may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the County at the time of

beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the Specifications sections governing such roof, equipment, materials, or supplies.

19. GOVERNING LAW, CLAIMS AND DISPUTES. The Parties shall attempt in good faith to resolve any claims or disputes through mediation. In the event that a claim or dispute is not able to be resolved through Mediation, then this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. The exclusive venue for any adversarial proceeding shall be set in Catawba County.
20. CONFLICTS OF INTEREST. Conflicts of interest must be disclosed to County in writing as soon as they become known to Contractor.
21. ENTIRE AGREEMENT. This Agreement, including all attachments, embodies the entire Agreement between the Parties and supersedes all previous and contemporaneous agreements, understandings and arrangements, with respect to the subject matter hereof. In the case of a conflict among the provisions in the various attached documents, unless otherwise expressly provided with reference to the conflicting section, those of this Agreement prevail over attachments.
22. AMENDMENT. This Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of both Parties.
23. SEVERABILITY. If any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions will be unimpaired.
24. WAIVER. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
25. NO THIRD PARTY BENEFICIARIES. Except as expressly set forth in this Contract, this Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.
26. NOTICE. Any notice to be given shall be given in writing and delivered personally or by registered or certified mail, postage prepaid to the address indicated above.
27. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
28. FORCE MAJEURE. If Contractor's performance of Work under this Agreement is delayed by a *force majeure*, Contractor shall immediately, in any case no later than ten (10) days from the time when Contractor becomes aware of the cause of such delay, notify County

of the delay, the reasons therefore and the anticipated duration of any such delay. Contractor's delay in the performance of the Work shall be excused during the duration of such *force majeure*.

29. EXECUTION. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single document.

30. SIGNATURE AUTHORITY. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

This Contract entered into as of the day and year first written above.

COUNTY:

CATAWBA COUNTY

Name, Title

Date

CONTRACTOR:

[Name of Contractor]

Name, Title

Date

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Mary Morrison, Chief Finance Officer

APPROVED AS TO FORM:

Date: _____

Joshua Teague, Assistant County Attorney

Date: _____

Jake Robinson, Risk Management

EXHIBIT A

Notice of Work:

Notice is hereby given that Catawba County is soliciting contractors to perform the removal of stream debris in Catawba County. The planned work area is approximately 700 linear feet of Clark Creek located at 1540 Crestwood Street, Newton NC 28658. The planned work area is referenced on the attached project map. Please reference the following important documents:

1. Scope of Work
2. Project Map

The Scope of Work describes the State requirements for receiving payment for completed work. Work must be completed according to the Woody Debris Removal Guidelines (link below). All bids shall clearly state the total price for completing the contract, NOT a price per foot. Length(s) referenced in this notice and on the Project Map are approximate and will not be used to determine payment or project completion.

- Time Frame - Target Start Date – May, 2024
- Project Completion Deadline – October, 2024

Scope of Work:

STREAM DEBRIS REMOVAL PROJECT

- The CONTRACTOR awarded this project will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the stream.
- Trash (i.e., tires, balls, household trash etc.) will not be the responsibility of the CONTRACTOR to remove except in the case of debris piles where such items are mixed in with the vegetative debris. In cases of debris piles, the trash will be removed from the stream, separated from the vegetative debris and transported to the landfill in accordance with the landfill's guidelines.
- The CONTRACTOR will remove any leaning standing trees that are marked for removal. Trees that are marked with either YELLOW or BLUE paint shall be removed, leaving their roots in place and intact. Trees designated for removal shall be marked by the Catawba County Soil & Water Conservation staff.

- The CONTRACTOR will be allowed to remove select trees for the purpose of accessing the stream or debris with the consent of the Catawba County Soil & Water Conservation staff. These trees will be processed in the same manner as the trees that are painted for removal.
- The CONTRACTOR will move debris out of the FEMA Flood Plain to designated “Stock Pile” location where it will be processed by the land owner.
- The CONTRACTOR will seed and straw all disturbed areas that are bare. Seeding will consist of a perennial grass that meets the NRCS planting standards in the Critical Area Planting standard - 342 NC GD Critical Area Planting Specifications Development Guidance Seeding Tables 2017
https://efotg.sc.egov.usda.gov/api/CPSFile/27017/342_NC_GD_Critical_Area_Planting_Specifications_Development_Guidance_Seeding_Tables_2017
- The CONTRACTOR will ensure that ALL required permits are secured before work begins.
- The CONTRACTOR will ensure that it follows the Woody Debris Removal Guidelines to manage all woody debris removed from streams. These guidelines can be downloaded at:
<https://www.ncagr.gov/SWC/watershed/documents/ACoEBMPsforSelectiveClearingandSnagging.pdf>