

**REQUEST FOR
PROPOSAL**



NTB RFP #2022-003

**Bid Title:
Debris Monitoring and
Inspection Services**

**Date of Issue: May 26,
2022**

Proposals Due: June 10, 2022

Time: 5:00 pm

**Issued for:
The Town of North Topsail
Beach**

If you have received this bid/proposal from a source other than the Town of North Topsail Beach, it is the responsibility of the bidder to ensure that all addenda have been received and reviewed.

Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Town. Any oral communications will not be authoritative and will not be binding on the Town. Any addendums shall be posted on the Town's web site at www.ntbnc.org It remains the sole responsibility of the Consultant to contact the Town prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and if appropriate, return all requested documentation with its proposal.

PURPOSE

It is the purpose of this solicitation to procure a pre-event contract with the most qualified firm to perform monitoring and oversight services of the Town's debris recovery/ collection contractor, in the event of a major disaster, debris-generating event. It is anticipated that the contract will be in effect for a five (5) year period. The Town of North Topsail Beach provides equal employment opportunities and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws. Certified disadvantaged businesses should include a copy of their applicable certification for such designation with their proposal.

Section 1 SCOPE OF SERVICES / TECHNICAL REQUIREMENTS

The Town requires these services to support the monitoring and management of the debris recovery efforts and associated contractor(s). The selected firm (“Consultant” or “Contractor”) should be capable of providing a large range of related services including, but not limited to, debris estimating, providing input for collection and reduction strategies, field monitoring, site monitoring, track capacity certifications, daily debris collection reporting, compliance with federal guidelines for assistance (FEMA, NRCS, etc.), Geographical Information System (GIS) mapping, and other services as needed and requested by the Town.

Other services may include, but are not limited to: pre-event planning, post event review, data compilation and management, reimbursement services, facilitating communication with the Federal Emergency Management Agency (FEMA), the Natural Resources Conservation Service (NRCS), the Federal Highway Administration (FHWA), and other state and federal agencies, and coordination with state insurance representatives.

A. Disaster Debris Management/Monitoring Services: The selected Consultant will be expected to provide disaster debris monitoring services related to debris generated from the public rights-of-way, private property, drainage systems and waterways, and other public, eligible, or designated areas. Monitoring shall be done in compliance with current applicable federal, state, and local guidelines to include FEMA, applicable SLTT and Federal regulations. Specific services to be included:

1. Monitor field debris collection activities to verify and document that debris removal contractors are in assigned areas and only collecting eligible debris, identifying, and correcting ineligible debris operations, and assist the Town in ensuring contractors are performing tasked operations within their scope of services.
2. Manage and operate Debris Management Sites (DMS). The Consultant will collect environmental baseline data, per local, state, and federal requirements, from the designated emergency debris management sites prior to opening of these sites and quantify and document all incoming debris loads.
3. Coordinating daily briefings, work progress, staffing, and other key items with the Town.
4. Scheduling work for all team members and contractors on a daily basis.
5. Providing the scheduling, dispatching, and logistical operations of the field monitors/inspectors assigned to all work areas of debris clean-up. Work areas of debris clean-up may include debris management sites, debris collection sites on public property, debris collection on private property, and residential disposal sites. This work will include:
 - i. Acquiring, hiring, training, deploying, and supervising properly equipped monitors/inspectors.
 - ii. Establishing the schedule for the monitors.

- iii. Prioritizing recovery workload daily.
 - iv. Responding to problems in the field, including residential or commercial property damage claims during the process of debris removal. Contractor(s) shall establish a web site and telephone claim reporting system with a local or toll-free number, and provide staff for the professional management of receiving telephone complaints or damage claims. The Contractor(s) shall investigate the complete documentation of claims.
6. Monitor recovery/debris contractor operations and making/implementing recommendations to improve efficiency and speed recovery.
 7. Accurately measure and certify the capacities of all debris contractor trucks that are added into service and recertify on a regular basis. Certify trucks, within FEMA-eligibility guidelines, prior to allowing trucks to operate.
 8. Ensure safety practices are in compliance with local, state, and federal guidelines and make reports if contractor personnel safety standards are not followed.
 9. Keep real time tracking records in electronic format of contract hauler's trucks, to include cubic yardage, time in and time out, number of loads per day, etc., using the Contractor's load tickets. The Contractor(s) will ensure their load tickets capture the minimum data according to FEMA 325, Public Assistance Debris Management Guide. The Contractor will properly and accurately complete and physically control load tickets. Entering load tickets into a database or spreadsheet application that is available to the Town.
 10. Ensure debris hauler's trucks are accurately credited for their loads.
 11. Ensure debris hauler's trucks are not artificially loaded.
 12. Validate and document hazardous trees for removal, including hangers, leaners, and stumps.
 13. Ensure that hazardous wastes are not mixes in debris loads.
 14. Ensure that all debris is removed from trucks at the DMS.
 15. Report if improper equipment is mobilized and used.
 16. Ensure that only debris eligible for federal reimbursement or as specified be collected by the Town is collected.
 17. Monitor private property debris removal.
 18. Monitor site development and restoration of all DMS used for the operation.

19. Report if debris removal work does not comply with all local ordinances, state or federal regulations.
20. Assist debris removal contractor in coordinating the logistics/permitting required for routing when major transportation routes are impassable.
21. Develop daily operational reports on work progress. As a minimum, the itemized reports should include:
 - i. Debris collected from curbside and/or collections centers.
 - ii. Debris accepted at the DMS and/or final disposition.
 - iii. Debris recycled/reduced at the DMS and taken to final disposition.
 - iv. Report if completion schedules are not on target.
 - v. Any other operational or safety issues.
22. Develop maps, GIS applications and work zones as necessary. Debris collection maps shall be developed and managed in GIS and accessible to the Town via web viewer.
23. Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
24. Provide insurance evaluation, documentation adjusting, and settlement service.
25. Final report and appeal document preparation and assistance in any appeal process, including any FEMA audits that occur after reimbursement has been paid.
26. Employ or maintain on the work site(s) a qualified accessible project manager(s). At least one (1) accessible and designated project manager in the area of operation, and the liaison officer, shall have full authority to act on behalf of the Consultant and its subcontractors. Key personnel (project manager, supervisors, etc.) once assigned to the Town shall remain in the service of the Town until the project is complete as deemed by the Town.
27. In the event Consultant utilizes any subcontractors in performance of the contracted services, Consultant shall do all of the following:
 - i. Place qualified disadvantaged firms (as defined in the "Purpose" section of this RFP) on their solicitation lists;
 - ii. Assure that disadvantaged firms are solicited whenever they are potential sources;
 - iii. Divide total requirements, when economically feasible, into smaller tasks or quantities;
 - iv. Establish delivery schedules, where the requirement permits, which encourage participation by disadvantaged firms; and
 - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

B. Pre-event Planning and Training: The Consultant shall assist Town staff in conducting an annual preparation and coordination exercise, after action report for exercises, be a resource for completing corrective actions and refresher training to determine the adequacy of the debris removal plan and debris management process, typically conducted one month prior to the beginning of hurricane season. Specific training information shall include (but not be limited to):

1. Guidance to the Town staff on the logistics, schedule, and other duties that will be performed during the debris management process if a debris generating disaster occurs during the following year. The plan is to include pre-event contracts and mutual aid contracts / memorandums of understanding templates.
2. Review and recommended updates to the Town's Debris Management Plan, including any organizational changes within the Town and any changes to state or federal (FEMA, NRCS, FHWA, etc.) guidelines or regulations that may affect the Town's reimbursement potential.
3. Develop an updated debris management contact list including key personnel and contact information for individuals within local, state, and federal agencies. The contact list will also include the debris hauling contractor contact information.

C. Consultant's Qualifications:

1. The Consultant must be primarily engaged in providing the services as outlined in this Request for Proposal.
2. The Consultant must have demonstrated an extensive and comprehensive understanding of the type of services listed in this request for proposals. Understanding and previous experience are essential criteria in the qualifying process.
3. The Consultant's personnel and management to be utilized in providing these services shall be knowledgeable and experienced in their areas of expertise. The Town reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
4. The Consultant must be well-versed in the most recent federal assistance guidance policies and procedures regarding disaster debris.

Section 2 INSTRUCTIONS FOR THE PREPARATION AND DELIVERY OF THE PROPOSAL

A. Requesting the Solicitation Document: The RFP documents, are available for download directly from the Town's web site located at www.ntbnc.org, or contact Alice Derian, Town Manager at (910) 328-1349, or townmanager@ntbnc.org. Town to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract with your firm.

- B. Interpretation and Questions:** All questions relating to this RFP document must be in writing and delivered electronically through email to Alice Derian at townmanager@ntbnc.org no **later than June 3, 2022, at 12:00 PM**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Town. Any oral communications will not be authoritative and will not be binding on the Town. Any addendums shall be posted on the Town's web site. **It remains the sole responsibility of the Consultant to contact the Town prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and if appropriate, return all requested documentation with its proposal.**
- C. Preparation and Format:** Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.
- D. Page Limitation:** Proposal packages shall be limited to not more than 50 PAGES, printed on a single side of paper, with a font no less than twelve (12) point. Pages that measure 11" x 17" will count as two (2) pages. ***Note: Required attachments will not be counted in the 50 page limitation.***
- E. Completeness:** Proposals shall contain all the information as required in this solicitation. Failure to submit all information as requested may result in a proposal being deemed non-responsive or a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be completely rejected by the Town as non-responsive. The following list details the appropriate proposal format:
1. Section dividers with tabs labeled. Tab "A" through Tab "C", to identify each required criteria section as specified in Section 4;
 2. All attachments shall be placed under the appropriate tab for that sub-section.
 3. Certificates of Insurance and licenses.
- F. Execution:** Proposals must be signed by an authorized representative or contracting agent of the Consultant.
- G. Proposal Reproduction:** Please submit **three (3) bound copies of the proposal package and a digital file (Adobe® PDF format) on a USB flash drive**. Proposals shall be submitted in a sealed, opaque envelope or packaging material, plainly marked on the outside with **"DEBRIS MONITORING AND INSPECTION SERVICES RFP 2022-003"**.
- H. Proposal Delivery:** Proposals must be received and date stamped by the Town of North Topsail Beach at the specified date and time. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.**

Proposals shall be mailed by traceable means or hand-delivered to the Town no later than and delivered at **5:00 PM on June 10, 2022 (“Due Date”)** at the following address:

“DEBRIS MONITORING AND INSPECTION SERVICES RFP 2022-003”

Town of North Topsail Beach
 Attn: Alice Derian, Town Manager
 2008 Loggerhead Court
 North Topsail Beach, NC 28460

- I. Improper Identification and Timeliness:** The Town is not responsible for the failure of the Consultant or the Consultant’s agent or delivery service to submit responses in a timely manner or for a proposal that is not properly addressed or identified. **If Consultant intends to hand deliver their proposal on the day of the proposal opening, please be aware that Consultant accepts sole and complete risk if their proposal cannot be delivered on time due to unforeseen circumstances such as travel delays or weather. No emailed or faxed bids will be accepted.** Proposal delivery by electronic means, such as facsimile or e-mail is not allowed.

- J. Public Opening of Proposals:** Proposals will be opened and announced publicly commencing at 5:01 PM on June 10, 2022 at North Topsail Beach Town Hall, 2008 Loggerhead Court, North Topsail Beach, NC, 28460. Only the names of the respondents will be announced.

- K. Withdrawal of Proposals:** Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

Section 3 RFP SCHEDULE

Task	Date
RFP Released to General Public	May 11, 2022
Cut-off for Questions by Respondents	June 3, 2022
Proposal Opening	June 10, 2022
Completion of Evaluation and Selection	June 15, 2022
Contract Effective Date	July 6, 2022

Note: The Town of North Topsail Beach reserves the right to revise this schedule. Any such revisions will be formalized by the issuance of addenda to the RFP.

Section 4 PROPOSAL REQUIREMENTS AND FORMAT

- A. Overview:** In order to provide a comparable and equitable basis for Consultants to develop their proposals, and to allow for an equally balanced methodology for the Town to measure and evaluate the proposals, the Town wishes to employ a theoretical model

incident scenario. Consultants should base their response on a simulated category three wet hurricane strike. Debris estimates are provided in Attachment “A”. Assume there is one main debris management site located on North Topsail Beach. Consultants will utilize Town owned or leased land for truck certifications, monitoring of debris collection centers, and monitoring of debris management sites.

Consultants should use this information as the basis for developing their work plan, number and type of personnel, equipment, and set their fee structure and associated costs accordingly.

B. Specific Requirements and Formatting:

“TAB A” of Consultant’s proposal shall include the information requested in #'s 1-10 below:

1. **Letter of Transmittal:** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the Consultant, including a brief description of your firm’s location, organization structure, and philosophy. (This section is *not* included in the overall proposal 50-page count.)
2. **Individuals and Qualifications:** Identify and include qualifications of specific individuals to be assigned to the project team. Provide an organization chart of the project team, with name, title, role, and office location. Identify the Project Manager that will be designated for the Town of North Topsail Beach and a secondary Project Manager designated for the Town if the Project Manager is not available. Provide a professional resume for key team members (include names, relevant experience, roles on past projects, education, contact information, office location).
3. **Sub-Contractors:** List any sub-contractors that may be used on the team.
4. **Reserves:** Provide a description of available backup or reserve personnel, equipment resources and the location of their normal base of operation.
5. **Workload Projections:** Provide a chart or schedule for the next 12 months showing the known or anticipated workload projections and availability for all project team members.
6. **Litigation:** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name, the nature of the litigation, and resolution.
7. **Financial Information:** Provide an official letter from the firm’s financial institution detailing the financial status of the firm. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for dismissal of your offer. This is a non-negotiable item.

8. **Insurance Certificates:** Provide copy of Certificates of Insurance. The firm must be covered by a comprehensive general liability insurance policy of no less than one million dollars (\$1,000,000). Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of North Carolina, with active certificates of authority issued by the State of North Carolina, Department of Insurance.
9. **Current Contracts:** Consultants shall list all municipality, county, or state disaster service-related contracts in which they are currently obligated to fulfill during the initial term of this agreement (June, 2022 – June, 2027). The Consultant shall list the Project Manager designated for each contract.
10. **Experience on Similar Projects:** To demonstrate experience and success in conducting similar work on similar projects, the Consultant shall provide a tabular list showing the client name/disaster event/year/Consultant's PM for all projects they wish to be considered, and provide a minimum of three (3) references on projects similar in size, scope, and climate and using the proposed Project Manager or alternate Project Manager for this proposal. The reference information shall include the following:
 - i. Client name, address, phone, fax number and email address (confirm that the contract listed still works for the client);
 - ii. Description of all services provided
 - iii. Named disaster events worked;
 - iv. Performance period;
 - v. Total amount of contract; and
 - vi. Describe any significant or unique awards, acclaim, or accomplishments stemming from your work on previous, similar projects

References for clients where the work performed was similar in size and scope are preferred, and will be given more weight than those not of similar size and scope. The Town shall be sole determiner on whether a project is of similar size and scope.

The Town will only be evaluating three (3) references. If more than three are provided, Town will start at the beginning of the list and work down until the desired number of responses have been obtained. Town is not obligated to make more than a single attempt to contact a listed reference.

If less than the requested number of references are provided, OR the Town is unable to obtain the desired number of responses, this will be reflected in the scoring of your proposal.

The Town is not responsible for incorrect reference contact information.

“TAB B” of Consultant’s proposal shall include the Work Plan / Project Approach, and shall include the information requested in #'s 11-17 below:

For purposes of this proposal, the work plan / project approach on a category three (3) wet hurricane strike.

- 11. Provide the firm’s detailed strategy and approach to assisting North Topsail Beach in a Category 3 storm.
- 12. Identify tasks to be completed in each phase of the scenario and provide time frames, costs, and allocation of resources (i.e., man loading by task).
- 13. Provide a detailed critical path method schedule shall be included which identifies all major project tasks and durations. The schedule should include permitting and all major tasks from mobilization to reimbursement and be realistic, based on experience with similar types of projects.
- 14. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- 15. Define the adequacy of your resources, including personnel, labor, equipment and supply resources, and other tools that may benefit the project.
- 16. Provide a Quality Assurance / Quality Control Plan to ensure compliance with eligibility requirements (FEMA, NRCS, FHWA, Applicable SLTT and Federal Regulations).
- 17. Provide a summary and syllabus for the training of monitors and any other temporary staff.

“TAB C” of Consultant’s proposal shall include the information requested in # 18 below:

- 18. **Fee Schedule:** Consultant’s Fee Schedule shall be completed using Table 1 of this RFP and shall be included under “Tab C” of Consultant’s proposal. The ability of the successful firm to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals. All personnel involved in the project shall work at an established hourly rate. Sub-consultant’s fees shall not be marked up for this contract. Provide estimated rates for required project reimbursable expenses. Travel, lodging, rental charges, and mileage estimates should state the base rate for each item. In the contract, lodging, per diem, mileage rates shall not exceed those established by the U.S. federal government (General Services Administration) at the time the expenses are incurred.

<p>TABLE 1</p> <p>PROPOSED COST ESTIMATE FOR MONITORING A CATEGORY 3 HURRICANE NTB LANDFALL SCENARIO</p>
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Please use the debris estimates from Attachment A, follow the work plan presented in Section C and denote any assumptions that may be necessary to support the estimate			
Task	Personnel (Number)	Hourly Rate	Estimated Fee
Project Management			
Scheduling and Logistics			
Truck Monitoring			
Field Monitoring			
Surveying / GPS			
DMS Site Management			
Data Management			
Environmental Monitoring			
Grants Mgmt / Reimbursements			
Other(s)			

REIMBURSABLES			
Lodging			
Food / Per Diem			
Rental Car			
Gas			
Mileage (non-rental vehicles)			
Cell Phones			
Gear and Equipment			
Total Estimated Fee for Comprehensive Monitoring Services required of a Category 3 event			

Hourly Rate Sheet

Provide an hourly rate sheet listing all project team members, with their name (if known), title/position on this project, and hourly billing rate.

(remainder of page left blank intentionally)

Section 5 EVALUATION CRITERIA AND PROCESS

EVALUATION CRITERIA	
Category	Points
Qualifications of Consultant and Experience on Similar Projects	35
Work Plan and Project Approach	35
Fee Schedule	30
Total Points	100

A. Evaluation and Recommendation Committee: The Evaluation and Recommendation Committee (ERC) is comprised of Town staff.

B. Initial Evaluation of Responses: The ERC shall perform the initial review of all proposals submitted for initial qualifications certification. This process may include, but is not limited to, verification through the professional regulatory agency to ensure proper professional licensing, that the firm meets minimum required qualifications based on its capabilities, adequacy of personnel, past record of performance, and experience.

C. Contract Award: The Town shall award the contract to the highest ranked responsible and responsive firm after evaluations and interviews are completed. In the event that two (2) firms are equally ranked, the Town shall award the contract to the firm having the lowest proposed overall cost based on Table 1. If costs of the equally ranked firms are identical, contract award will be determined by a coin flip. The selected Consultant will be given written notification of being selected by the Town. The scope of services described in this RFP may be awarded in whole or in part in the resulting contract at the sole discretion of the Town. The Town will negotiate and execute a contract with the selected Consultant prior to beginning actual services. Should contract negotiations fail, the Town reserves the right to negotiate with next highest ranked Consultant. The contract will comply with applicable laws and standard provisions and at a minimum contain the following terms:

1. Detailed scope of services.
2. Schedule for providing services.
3. Fee schedule, itemized by tasks and hourly personnel rates.
4. Town’s right to cancel the contract, in whole or in part, by written notice, without cause and at its sole discretion, in which event payment to the Consultant will be made for services accurately performed prior to cancellation.
5. Any and all contract provisions necessary for compliance with federal contracting requirements which must met in order for FEMA to reimburse eligible expenses.

Town may require inclusion of any and all parts of the Consultant’s proposal in the resulting contract. The Town and Consultant may mutually agree to amend the contract to include additional services, which may be required due to unforeseen circumstances or in order complete the project. The selected firm will not have exclusive rights to provide

services for the project. It is anticipated that the contract will be in effect for a term of five (5) years with an anticipated commencement date of July 6, 2022.

Any prospective Contractor listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, shall be ineligible for contract award under this RFP. The successful Contractor shall also represent and agree that it will not award any portion of the contracted work to any subcontractor listed as suspended or debarred.

Section 6 GENERAL TERMS AND CONDITIONS

- A. Contract Clauses:** By submitting a proposal, Consultant acknowledges it has read and understands the terms and conditions provided in: (i) the Town's standard contract clauses, attached hereto as Exhibit B, and (ii) the contract provisions necessary for compliance with federal contracting requirements which must met in order for FEMA to reimburse eligible expenses, attached hereto as Exhibit C. Consultant also agrees that such clauses shall substantially form the basis for a contract between Consultant and Town. Consultant also acknowledges that terms and conditions provided in this RFP, either in their entirety or relevant portions thereof, may be included and become part of any resulting contract.
- B. Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available.
- C. Payment:** Payments will be made in accordance with Treasury regulations at 31 CFR Part 205.
- D. Permits, Licenses, or Fees:** Any permits, licenses, or fees required will be the responsibility of the Consultant. The Town will not entertain separate payment for these items.
- E. Governing Laws and Venue:** Any contractual arrangement between the Town and the firm shall be consistent with, and be governed by, the ordinances of the Town of North Topsail Beach, and the laws of the State of North Carolina, and any applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Onslow County, North Carolina.
- F. Conflict of Interest:** The Consultant must provide disclosure of any potential conflict of interest for this project due to any other clients, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Town of North Topsail Beach.
- G. Reservations:** The Town reserves and holds at its discretion, the following rights and options:

1. To reject any and all proposals received in response to this RFP.
2. To issue subsequent requests for proposals.
3. Not to negotiate or award a contract as a result of this RFP.
4. To include any and all parts of the Consultant's proposal in the work contract.

H. Cost of Proposals: The Town is not liable for and shall not pay for any cost incurred by the Consultant in responding to this RFP.

I. Proposal Results: A list of firms responding to this RFP and subsequent contract award shall be posted on the Town's web site at www.ntbnc.org

(Exhibits begin on following pages)

EXHIBIT A

Debris Estimates - Category III Storm

Area					Hazardous Removal		
	Clean and Woody Debris (CY)	Construction and Demolition Debris (CY)	Total Debris (Cubic yards)	Whitegoods / Metals (UNIT)	Limbs	Trees	Stumps
PUBLIC PROPERTY	733,482	18,300	751,782	1,000	27,656	5,456	170
PRIVATE PROPERTY (PPDR)	2,546,088	8,000	2,554,088	500	35,717	2,380	150
TOTAL	3,279,570	26,300	3,305,870	500	35,717	7,836.0	320

EXHIBIT B

AGREEMENT TO MONITOR PERFORMANCE OF DEBRIS REMOVAL CONTRACTS FOR THE TOWN OF NORTH TOPSAIL BEACH

This Agreement is made as of the ___ day of _____, 2022 by and between the Town of North Topsail Beach ("Town"), and _____ ("Monitor"). In consideration of the mutual covenants and promises / contained herein, the Town and the Monitor agree as follows:

ARTICLE 1 - SERVICES

Monitor's responsibility under this Agreement is to provide monitoring and management services as described in Scope of Services attached hereto as Exhibit "B." Monitor will provide data and access to information to allow the Town to closely oversee performance under this agreement.

ARTICLE 2 - PAYMENT

Monitor's Fee Schedule is included in Exhibit" A," attached. Monitor acknowledges that Town will apply for financial assistance from the Federal Emergency Management Agency (FEMA) and/or the state emergency management agency. Therefore, Monitor represents that it will perform all Services hereunder in a manner, time, and place so as to assist with such reimbursement by FEMA to the Town, Monitor shall submit monthly statements for services rendered. Monitor's statements shall be due and payable within 30 calendar days.

ARTICLE 3 - TERM

The term of this agreement is for _____ __, 2022 through _____ __, 2022 unless otherwise extended by the mutual agreement of the parties.

ARTICLE 4 - LIABILITY INSURANCE

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name and endorse the Town as an additional insured and hold harmless the Town. All liability insurance must contain a contractual action over claims cause.

ARTICLE 5 - INSURANCE LIMITS OF LIABILITY

Insurance shall be written with limits of liability of not less that the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all properly damage, with umbrella coverage of \$2,000.000.

ARTICLE 6 - WORKERS' COMPENSATION INSURANCE

Monitor shall provide and maintain Workers Compensation insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

EXHIBIT B

ARTICLE 7 - ERRORS AND OMISSIONS

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

ARTICLE 8 - PERFORMANCE SCHEDULES

Monitor shall provide progress reports to the Town on a weekly basis or more frequently as requested by the Town. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

ARTICLE 9 -TERMINATION

The Town may terminate this Agreement upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Town. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Town, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Town; and continue and complete all parts of that work that have not been terminated.

ARTICLE 10 -PERSONNEL

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.

ARTICLE 11 -SUBCONTRACTING

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state, or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

ARTICLE 12 - LOCAL PREFERENCE

Respondent will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources.

ARTICLE 13 - CREDIT

Monitor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - PERFORMANCE

Monitor shall perform its obligations hereunder in compliance with all applicable local, state

EXHIBIT B

and federal laws and regulations.

ARTICLE 15 - FEDERAL AND STATE TAX

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

ARTICLE 16 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

ARTICLE 18 - ACCESS AND AUDITS

The Monitor shall maintain adequate records to justify to all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

ARTICLE 19 – NONDISCRIMINATION

Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

ARTICLE 20- ENTIRE AGREEMENT

The Town and the Monitor agree that this Agreement including its Exhibits A and B and any duly executed amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto. Monitor shall not assign or transfer any of its rights, benefits or obligations under this agreement.

ARTICLE 21 - AUTHORITY TO PRACTICE

The Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

ARTICLE 22 -SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or

EXHIBIT B

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

ARTICLE 23 - MODIFICATON OF WORK

The Town reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Town notification of a contemplated change, the Monitor shall: (1) if requested by Town, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Town of any estimated change in the completion date; and (3) advise the Town in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of Agreement,.

ARTICLE 24 - LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of North Carolina, with excusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout., and they will be deemed to have been included in the Agreement as though herein written.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

Town:

Monitor:

By _____

Alice Derian, Town Manager

By _____
[insert name and title]

Address for giving notice:

Town of North Topsail Beach
C/O Town Manager
[inert Town Hall address]

[insert Monitor's name and address]

EXHIBIT C

Additional Contract Provisions Necessary for FEMA Reimbursement of Eligible Expenses

A. Remedies:

"Each of the parties hereto acknowledges and agrees that, in the event of any breach of any covenant or agreement contained in this Agreement by the other party, monetary damages may be inadequate with respect to any such breach and the non-breaching party may have no adequate remedy at law. It is accordingly agreed that each of the parties hereto shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to seek injunctive relief and/or to compel specific performance to prevent breaches by the other party hereto of any covenant or agreement of such other party contained in this Agreement. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies."

B. Termination for Cause:

"Termination for Breach. If either Party shall at any time fail to meet any of its obligations hereunder and shall fail to correct such default within thirty (30) days after the non-breaching Party shall have given written notice to it thereof, the non-breaching Party shall be entitled to notify the other Party that it intends to terminate this Agreement unless such default is corrected, and may so terminate ten (10) days after the end of such thirty (30) day period if such default is continuing; provided that if such default by the breaching Party shall be a recurring default and the breaching Party does not reasonably satisfy the non-breaching Party that such defaults shall cease to occur, the non-breaching Party shall be entitled to terminate this Agreement upon the occurrence of such default and the other Party shall not be entitled to correct such default."

C. Equal Employment Opportunity:

"During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will prohibit discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws. Certified disadvantaged businesses should include a copy of their applicable certification for such designation with their proposal.

- (2) The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws including employment,

EXHIBIT C

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

EXHIBIT C

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

D. Contract Work Hours and Safety Standards Act:

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

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

EXHIBIT C

contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

E. Clean Air Act and the Federal Water Pollution Control Act:

"Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

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F. Debarment and Suspension:

"Suspension and Debarment

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

G. Byrd Anti-Lobbying Amendment:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

H. Procurement of Recovered Materials:

"(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

EXHIBIT C

- (i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- (ii) Meeting Agreement performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>."

I. Access to Records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement."

J. DHS Seal, Logo, and Flags:

"The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

K. Compliance with Federal Law, Regulations, and Executive Orders:

"This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

L. No Obligation by Federal Government:

"The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Town, Contractor, or any other party pertaining to any matter resulting from the Agreement."

M. Program Fraud and False or Fraudulent Statements or Related Acts:

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement."