



Town of River Bend Request For Proposal for Leaf and Limb and Emergency Debris Removal

After 20+ years of providing Leaf and Limb (L&L) service to the Town, our contractor, KA Jones Design and Management, exited the L&L business. The Town Council of the Town of River Bend (Town), in an effort to replace that contractor, now invites qualified, independent contractors having sufficient experience, equipment and appropriate insurance coverage, to submit proposals in response to this Request For Proposals (RFP) for Leaf & Limb and Emergency Debris Removal Services.

For routine (i.e. regularly scheduled) L&L collection, the Town is divided into two zones. Currently, L&L is collected in each zone seven times per year during the months of July, September, November, December, January, March and May. The Town publishes a L&L map and collection schedule and distributes it to residents. A copy of the current schedule and map is attached hereto for review (Exhibit C). The schedule is subject to change each year, but generally speaking, each zone is collected over a one-week period during each of the seven months, starting with Zone 1, then immediately followed by Zone 2, as depicted on the aforementioned schedule. The Town also has and enforces ordinances regulating L&L placement and disposal. Residents are required to adhere to those regulations. Any non-compliant debris will not be collected. A summary of the rules appears on the L&L schedule and a full copy of the rules is attached hereto (Exhibit H). A proposed contract is attached hereto as (Exhibit F).

The Town is currently under a separate contract with a contractor for emergency debris removal. Generally speaking, that contract is for large-scale, named storms that result in a Presidential Disaster Declaration and which typically involve FEMA funding. During those type events, that contract will be activated. However, from time-to-time, there may be a small-scale storm that impacts the Town, but does not rise to the magnitude described above. During such events, the Emergency Debris Removal components of the proposed contract may be activated by the Town, at the Town's discretion.

There is no expressed or implied obligation for the Town of River Bend to reimburse firms for any expenses incurred in preparing proposals in response to this RFP and the Town reserves the right to reject any and all proposals. The Town also reserves the right to negotiate with lowest responsible bidder, as determined by the Town, in order to establish final contract terms.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by the Town of River Bend. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction in Craven County, North Carolina.

Contract Term:

July 1, 2025 – June 30, 2030

Time Schedule for Awarding the Contract

Proposals signed by authorized representatives of the bidder will be received by the Town at 45 Shoreline Drive, River Bend, NC 28562, until **June 6, 2025** at **2:00 p.m.** at which time proposals will be opened and read aloud.

Sealed envelopes containing proposals should be clearly identified on the front with the words **“RESPONSE TO L&L RFP”**. A selection committee will review the proposals and make a recommendation to the Town Council on June 12, 2025, at which time the contract will be considered for award. The contract, if awarded, will begin on July 1, 2025 and expire on June 30, 2030, and shall be eligible for an optional two-year renewal, upon agreement of both parties. The contractor who is awarded the bid shall begin delivery of service in mid-July, 2025, unless the award of bid or contract execution is delayed. In the event of a delay, the contractor shall begin service delivery at the next scheduled pick up as shown on the then effective L&L schedule following contract execution.

Any questions about the Town’s current L&L service should be directed to Mr. Delane Jackson, Town Manager, at 252-638-3870 x213. A non-mandatory pre-bid conference will be held on May 30, 2025 at 2 p.m. at Town Hall to address any issues related to this RFP.

EXHIBITS TO RFP – Attached as Follows:

- A- Summary of Services to be Provided
- B- Insurance Requirements
- C- Current Collection Schedule and Zone Map
- D- Bid Form
- E- Equipment Available to be Used – To Be Returned with Bid Form
- F- Proposed Contract
- G- Professional References
- H- Current Ordinance Covering Leaf and Limb Services
- I- Historical L&L Data

EXHIBIT A

Summary of Services to be Provided

As previously noted, Exhibit F is the proposed contract. It contains specific details of the requirements of the contract. Please closely review it for a more complete understanding of the contract requirements and expectations. If there are any conflicts between any provisions of this RFP and the Proposed Contract (Exhibit F), the Proposed Contract shall control.

ROUTINE LEAF AND LIMB PICK-UP SUMMARY

Contractor shall provide adequate, loading equipment, personnel and vehicles to pick up and transport, to a designated disposal site, leaf and limbs collected within the Town. The pick up route within each zone shall be determined by the contractor, but in the event of special circumstances, as defined by the Town, they may be assigned by the Town Manager or his designee. These pick-ups shall be conducted on a schedule, which shall be provided to the Contractor at the beginning of each fiscal year (fiscal year is defined as July 1-June 30) that this contract is in effect.

Contractor shall provide a daily progress report to the Town Manager, or his designee, while the Contractor is in Town providing the contracted services. Excluding inclement/extreme weather delays or written advance approval from the Town Manager or his designee, Contractor must provide sufficient equipment and labor, and remove a minimum of five (5) tons of leaf and limb per day. Contractor shall follow the requirements of the Town's ordinances, rules and regulations that may affect the services provided hereunder.

EMERGENCY DEBRIS REMOVAL SUMMARY

When directed to do so, Contractor agrees to serve Town immediately after a storm damage event that may require removal of trees and other debris from the Town. Contractor shall provide only those services as directed by the Town Manager or his designee. When directed to do so, Contractor shall provide sufficient equipment and labor, and shall remove a minimum of twelve (12) tons of debris per day. Contractor agrees to begin this process within forty-eight (48) hours of the storm damage event, and to remain in the Town continuously until the clean up work, as directed by the Town Manager or his designee, has been completed. At the town's discretion, multiple contractors may be utilized for emergency debris removal.

EXHIBIT B

Insurance Requirements

Contractor shall maintain insurance in the kind and amounts set forth below during the term of this Agreement. All such insurance coverage shall name the Town as an additional insured, and shall provide that the coverage shall not be changed or cancelled without thirty (30) days advance written notice to the Town. Prior to performance hereunder, Contractor shall furnish to the Town, certificates of insurance, in a form satisfactory to Town's legal counsel, evidencing such insurance. The kind and amounts of insurance are as follows:

1. Worker's compensation insurance in an amount equal to the statutory minimum.
2. General liability insurance, including personal injuries, in an amount of not less than \$1,000,000 per person/\$1,000,000 per occurrence.
3. Automobile liability insurance coverage for all owned as well as non-owned and hired motor vehicles in limits of not less than a bodily injury liability of \$1,000,000 per person/\$1,000,000 per occurrence, and property damage liability of not less than \$1,000,000.

EXHIBIT C

Leaf and Limb Schedule and Map

Note: The schedule and map shown below were effective as of May 5, 2025. As stated earlier, both are subject to change. The next schedule will become effective on July 1, 2025.

Town of River Bend – Leaf & Limb Schedule 2024-2025

Zone 1 Placement

Zone 1 Pickup Begins

Zone 2 Placement

Zone 2 Pickup Begins

You **MUST** have your debris by the road **BEFORE** "pickup begins" date for your zone, but not more than 5 days before.

July 2024							August 2024							September 2024							October 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31		
November 2024							December 2024							January 2025							February 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
3	4	5	6	7	8	9	8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
10	11	12	13	14	15	16	15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
17	18	19	20	21	22	23	22	23	24	25	26	27	28	26	27	28	29	30	31		23	24	25	26	27	28	
24	25	26	27	28	29	30	29	30	31																		
March 2025							April 2025							May 2025							June 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5				1	2	3		1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30					
30	31																										

All leaf & limb debris must be the result of natural defoliation or minor trimming and must observe the following criteria:

- Maximum diameter of limbs is three inches (3") and maximum length is six feet (6').
- Place all material in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes, driveway tiles, water meters and any other utility equipment.
- Leaves and grass clippings must **NOT** be bagged. Bagged material will **NOT** be collected. Limbs must be kept separate from leaves and grass clippings. Leaves and grass clippings may be collected by a vacuum. The vacuum cannot accept limbs. Any leaf or grass clipping piles that also contain limbs will **NOT** be collected.
- Leaf & limb material shall **NOT** be placed at the roadside more than five (5) days prior to the "pickup begins" date as shown on the schedule above (dates are circled).
- Pickup shall be done once per street per scheduled pickup week. Any leaf & limb material placed on the roadside after that section of the street has been cleaned shall be the responsibility of the property owner to clear immediately (within 5 days).
- Pickups will be provided to residential properties within the corporate Town limits only. Leaf & limb pickup shall not be provided for debris left by a contractor, including general yard maintenance contractors working on a resident's property.
- Leaf & limb is defined as leaves, grass clippings, pinecones, and small tree and shrub limbs. It does not include construction material of any kind, trimmings from lot clearing, or tree trunks. The Town does not collect brown or white goods, metal, furniture, or construction debris.
- All debris placed upon the public right of way must be placed off the paved portion of the street and must be placed in the right of way immediately adjacent to the property from which it originates. Debris may be placed in the right of way immediately adjacent to the property of others only with the express permission of the owner of the property.
- Violation of these rules may subject violators to remedies described in the Town of River Bend Code of Ordinances, Section 1.01.999 General Penalty. See section 9.02.030 for complete rules.

STREET	NUM
Ashley Place	19
Bayswater Court	7
Baywood Court	12
Bluff Court	6
Boatswain	34
Bowline	40
Brentwood Court	15
Canebrake Drive	1
Captains Cove	35
Carriage House Court	22
Channel Run	32
Clipper Court	45
Commander Circle	39
Compass Court	51
Courtney Lane	5
Esquire Court	24
Gentry Cove	16
Gull Pointe	48
Harbour Walk	28
Ketch Court	50
Knotline Road	46
Lantern Lane	41
Lauren Court	4
Lochbridge	8
Margo Court	3
Mariners Court	44
Masters Court Drive	17
Mulberry Lane	18
Nautical Drive	47
New Hampshire Lane	9
O'Hara Drive	20
Oakleaf Court	14
Parkwood Court	11
Pier Point	27
Pier Point IV	26
Pillory Circle	21
Pilot Place	43
Portside Lane	33
Quarterdeck 1-30	29
Quarterdeck 31-178	30
Raft Road	36
Sailors Court	31
Seafarers Court	42
Sextant Court	37
Starboard Drive	38
Stillwater Court	2
Teakwood Drive	49
Virginia Court	10
Wakefield Drive	25
Westchester Drive	23
Willowbrook Court	13



All bids must be submitted on this form
Bid Form

EXHIBIT D

Bids Due: Friday, June 6, 2025 by 2:00 p.m.

Service Provided: Leaf & Limb and Emergency Debris Removal Services
July 1, 2025 – June 30, 2030

Name of Firm: _____

Address: _____

Phone Number: _____

Bidder will provide services in accordance with the provisions noted in the Request for Proposals (and included attachments) for the following price:

A. Routine Debris Removal \$ _____ per ton

B. Emergency Debris Removal: \$ _____ per ton

C. Tipping Fee \$ _____ per ton

Note, as described in Section 2.5 of Attachment F, this contract has a built-in provision for an annual adjustment to the per ton rate. Note, since emergency debris removal is not the primary focus of this RFP, it will not be viewed as a primary consideration for determining the low bidder. The low bid will be determined by the sum of A + C above. If the bidder intends to dispose of debris at the Coastal Environmental Partnership facility, as described in Section 2.7 of Attachment F, then the amount of \$23.00 (which is the proposed yard waste tipping fee at Coastal Environmental Partnership for FY26) shall be inserted in the per ton blank for C above.

By submitting this bid, the bidder acknowledges that he/she will provide proof of adequate liability insurance and a federal tax identification number at the signing of the contract document. Bidder must return fully completed Exhibits D, E and G with bid. The bidder also agrees to make the prices submitted herein valid for a period of 60-days after bid opening.

Submitted this ____ day of _____, 20____ by:

Printed Name: _____

Title: _____

Signature: _____

Email _____ Phone _____

EXHIBIT E

Equipment Available to be Used

In this space, the bidder shall provide a list, including the quantity and type, of equipment that the contractor intends to use for delivery of routine L&L collection. For emergency debris removal, the Contractor shall provide sufficient equipment and labor, to remove a minimum of fifteen (15) tons of debris per day. A list of equipment for emergency debris removal is not required at this time.

PROPOSED CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this ____ day of _____, 2025 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina (“Town”); and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the Town desires to employ Contractor for those matters contained in this Agreement and Contractor desires to render said services to Town.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

ARTICLE 1

Responsibilities of Contractor

1.1 During the term of this Agreement, and subject to the conditions and terms contained herein, Contractor agrees to provide those services, and other obligations as more fully set forth in this agreement and Attachments “A”, “B”, “C”, and “D” thereto.

1.2 Contractor shall provide its services hereunder in a timely manner, using that degree of care and professionalism as exercised by similar entities providing such services.

1.3 Contractor shall, at its own expense, maintain and carry workers’ compensation, (if statutorily required), commercial general liability, and automobile liability insurance as identified in Attachment “C”. Contractor shall provide the Town with Certificates of Insurance before services commence.

1.4 Contractor expressly acknowledges that this Agreement is non-exclusive, and that Town may retain the same services from other providers if it deems the same necessary.

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.5 and Attachments “A” and “B”. To the extent there is any conflict between the provisions of Section 2.5 and any Attachment, Section 2.5 shall control.

2.2 Town shall provide reasonable assistance to Contractor in the performance of Contractor's duties contained herein.

2.3 Invoices submitted to Town by Contractor, for work completed to the Town's satisfaction, shall be due and payable no more than thirty (30) days after date of submission of invoice. The Town's satisfaction, shall not be unreasonably withheld.

2.4 In no event shall Town be required to compensate Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency.

2.5 The contract amount of \$_____ per ton as stated in Attachment "B" herein for "Routine Leaf and Limb Pickup" shall automatically change effective July 1 of each subsequent year beginning on July 1, 2026 at a rate equal to the change in the Consumer Price Index (CPI), but not to exceed a maximum of 5% change, for all items for the South Region for the previous 12 months ending in March, 2026 and then each subsequent March, as published by the US Department of Labor, Bureau of Labor Statistics. The contract amount of \$_____ per ton as stated in Attachment "A" herein for "Emergency Debris Removal" shall automatically change effective July 1 of each subsequent year beginning on July 1, 2026 at a rate equal to the change in the Consumer Price Index (CPI), but not to exceed a maximum of 5% change, for all items for the South Region for the previous 12 months ending in March, 2026 and then each subsequent March, as published by the US Department of Labor, Bureau of Labor Statistics.

2.6 For Routine Leaf and Limb Pickup, Contractor shall invoice the Town once per month after completion of both zones of town, currently Zone 1 and Zone 2, for every month that service is provided. Contractor shall keep load tickets for invoices separated by zone. For Emergency Debris Removal, when provided, the Contractor shall invoice the Town on a monthly basis. Contractor is responsible for maintaining all supporting documentation such as load tickets, etc. which may be necessary to verify billing amounts for any service described herein.

2.7 There are two options for debris disposal. At no time shall any debris material be stored on town-owned property.

Option 1- The contractor may dispose of debris at the Coastal Environmental Partnership (CEP) facility, located at 7400 Old Highway 70 West, New Bern, NC. If so, the Town will be billed directly by CEP and solely responsible for payment of all fees related to debris disposal associated with this contract. In this scenario, the contractor will not be involved in the

billing/payment of tipping fees. The Town will provide the contractor with the necessary CEP identification (ID) stickers for disposal. At no time, shall the Town's ID stickers be used for disposal of debris not covered by this contract.

Option 2- The Contractor may dispose of debris at a facility other than CEP. If so, the town will pay a "tipping fee" of \$_____ per ton to the Contractor for debris disposal at that facility. The Contractor shall be solely responsible for the cost of and for providing weigh tickets to verify the total tonnage of billing. All weigh tickets using this method must originate from a weigh station that is calibrated and certified by the State of North Carolina. The contractor shall identify that weigh station(s) to the Town and notify the Town prior to using other weigh stations. Under this option, in no case, and at no time, shall the Town pay a tipping fee which exceeds the then current CEP tipping fee. The Contractor may still choose to utilize Option 2 for their convenience, but the tipping fee assessed to the Town shall not exceed the CEP tipping fee.

In either option, the contractor will be responsible for all costs associated with transport of debris to the facility. No debris from outside or inside of the Town may be combined with debris collected within the Town under the terms of this agreement. The contractor is solely responsible for disposing of all collected debris at a disposal site in accordance with all applicable State/Federal laws and regulations. Stated more concisely, the Contractor is solely responsible for legally disposing of ALL debris associated with this agreement.

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2025** and ending **June 30, 2030** and shall be eligible for an optional two-year renewal, upon agreement of both parties. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 90 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract. Town may terminate performance of work under this Agreement in

whole or in part for convenience if the Town determines that a termination is in the Town's interest.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Contractor and its agents shall at all times act as an independent contractor practicing their profession and not as employees of the Town. Contractor and its agents shall not have any claim under this Agreement or otherwise against Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Indemnification; Limitation of Liability

5.1 To the extent allowed by law, each party shall defend, indemnify and hold harmless the other party from and against claims, damages, losses and expenses resulting from the negligent acts or omissions of malfeasance of the indemnifying party under this Agreement. The obligation of indemnity hereunder shall not include special, indirect, incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays or claims of customers or third parties for any damages, however caused, whether based on warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incidental or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

5.2 Notwithstanding anything herein, in no event shall a party be liable, under any circumstances, for special, indirect, incidental or consequential damages, whether in warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, including, but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers or other third parties for

any damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incident or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law. Notwithstanding anything herein, each party's aggregate liability for any and all claims whether in agreement, warranty, tort, negligence, strict liability, or any otherwise for any loss or damages arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

6.1 Contractor shall neither be liable for loss, damages, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) or terrorism, acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, including the Town, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or installation will be extended by a period equal to the delay plus a reasonable time to resume delivery or installation.

ARTICLE 7

Miscellaneous

7.1 Entire Agreement; Modification: This Agreement (including all exhibits and schedules attached hereto), contain all of the terms and conditions agreed to by the Parties, and no other contract, document or agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto or to vary any of the terms contained

in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

7.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

7.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

7.4 Assignment: Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

7.5 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

7.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Notices and Communications: Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand or by registered or certified mail or nationally recognized courier service (said notice being deemed given as of the date of receipt) at the following addresses:

For Town:

Delane Jackson, Town Manager
45 Shoreline Dr.
River Bend, NC 28562
Telephone: 252-638-3870

For Contractor:

Telephone: _____

Any party may change the address for such notice by giving written notice of such change of address to the other parties.

7.8 Governing Law and Venue. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of North Carolina and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement shall be brought in Craven County, North Carolina.

7.9 Non-Waiver. The failure or delay of any party to enforce or pursue any right or remedy existing pursuant to this Agreement shall not be deemed a waiver of such right or remedy and shall not limit such party's ability to pursue or enforce such right or remedy or any future right or remedy.

7.10 E-verify. Contractor will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, to the extent applicable. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by Town.

7.11 Iran Divestment. Contractor certifies that it is not listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

7.12 Israel Boycott. Contractor certifies that it has not been designated by the North Carolina State Treasurer as engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this certification.

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments, if needed.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

TOWN OF RIVER BEND

Name of Contractor

By: _____
Mark Bledsoe
Mayor

Name
Title

ATTEST:

Kristie Nobles
Town Clerk

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

By: _____
Amanda Gilbert,
Finance Officer

Date

ATTACHMENTS:

- A - Emergency Scope of Services to be Provided
- B - Routine Scope of Services to be Provided
- C - Insurance Requirements
- D - Emergency Equipment Requirements

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL

When notified to do so by the Town Manager or his designee, the Contractor agrees to provide service to the Town after a storm event that may require removal of trees and other debris from the Town. Contractor shall provide **only** those services as **specifically** directed by the Town. Contractor shall provide sufficient equipment and labor, and shall remove a minimum of twelve (12) tons of debris per day. The Town Manager shall determine if the service is needed, and to what extent, and shall certify the tonnage removed by weigh tickets submitted by Contractor or by other mutually agreed upon measurement options, such as cubic yards. Contractor agrees to begin this service within forty-eight (48) hours of being directed to provide said service (unless directed otherwise to delay commencement by the Town Manager) and to remain working in the Town continuously, including weekends if directed by Town Manager, until the clean-up is complete as determined by the Town Manager. During an emergency debris removal event, the Town's rules for placement and size of material collected may be suspended and/or modified.

The contractor shall dispose of debris in accordance with Section 2.7 herein. Each vehicle used for hauling emergency debris under this contract shall be clearly identified and numbered by the Contractor. Such numbering shall remain consistent throughout the term of the project. During the term of this contract, the Contractor shall not use any equipment or personnel designated for emergency debris removal during a town project, for any similar activities within the Town of River Bend unless specifically authorized by the Town Manager. For example, Contractor cannot provide emergency debris clean-up/removal services for hire to the general public with equipment designated for the town's project, while working for the Town without preapproval from the Town Manager.

As needed, this service shall be provided to the Town at the rate of \$_____ per ton.
Transfer this dollar amount to Line B on Exhibit D.

SCOPE OF SERVICES

ROUTINE LEAF AND LIMB PICK-UP

Contractor shall provide loading equipment, personnel and vehicles necessary to pick-up leaf and limbs as defined by Town Ordinance and transport such to a disposal site. The contractor shall dispose of debris at a facility and will be paid the per ton “tipping fee” in accordance with Section 2.7 herein. The contractor is solely responsible for disposing of all collected debris at a disposal site in accordance with all applicable State/Federal laws and regulations. As a condition of this agreement, contractor shall utilize a leaf vacuum to provide for the final collection of leaves from the roadside/curbside (final is defined as the layer of leaves/debris which are in contact with the ground at the bottom of the debris pile), or provide a method that will provide similar results as those associated with using a leaf vacuum. For consistency, the Contractor is expected to develop a routine pick-up route for each Zone and make every effort to follow said route for each pick-up. Due to unusual events, the pick-up route may be assigned/modified by the Town Manager or his designee. These pick-ups shall be conducted on a regular schedule, which schedule shall be provided to the Contractor at the beginning of each fiscal year (fiscal year is defined as July 1-June 30) that this Agreement is in effect. The contractor is required to make at least one pass through (i.e. travel down) and provide pick-up service on every street at least once per scheduled pick-up. As a matter of convenience or necessity to the contractor, the contractor may, at his discretion, provide more than one pass on a street. However, the contractor is not required, as a condition of this contract, to re-visit streets and/or provide pick-up of materials that were not placed by the street for collection in accordance with the pick-up rules/schedule, as published by the town. Contractor shall provide a daily progress report, on a form provided by the Town, to the Public Works Director, while the Contractor is in Town providing the contracted services. The Contractor shall mark debris, using flags, provided by the Town, which is noncompliant with the Town’s Leaf and Limb regulations and therefore will not be collected by the Contractor. This type of debris will also be noted on the daily progress report. Excluding extreme weather delays or written advance approval from the Town Manager or his designee, Contractor shall be assessed a late fee of \$1,000 for each zone and each month wherein the scheduled start times are not followed. For example, if Zone 1 is not started on time, but Zone 2 is started on time, the contractor will be assessed a late fee of \$1,000. If both zones are not started on time, the contractor will be assessed a late fee of \$2,000. Late fees will be deducted from subsequent Contractor’s invoices until paid in full. The Contractor must provide sufficient equipment and labor, and remove a minimum of five (5) tons of leaf and limb per day, provided that volume of material exists. Contractor shall follow the requirements of the Town’s ordinances, rules and regulations that may affect the services provided hereunder.

This service shall be provided to the Town at the rate of \$_____ per ton.
Transfer this dollar amount to Line A on Exhibit D.

INSURANCE REQUIREMENTS

Contractor shall maintain insurance in the kind and amounts set forth below during the term of this Agreement. All such insurance coverage shall name the Town as an additional insured, and shall provide that the coverage shall not be changed or cancelled without thirty (30) days advance written notice to the Town. Prior to performance hereunder, Contractor shall furnish to the Town, certificates of insurance, in a form satisfactory to the Town's legal counsel, evidencing such insurance. The kind and amounts of insurance are as follows:

1. Worker's compensation insurance in an amount equal to the statutory minimum.
2. General liability insurance, including personal injuries, in an amount of not less than \$1,000,000 per person/\$1,000,000 per occurrence.
3. Automobile liability insurance coverage for all owned as well as non-owned and hired motor vehicles in limits of not less than a bodily injury liability of \$1,000,000 per person/\$1,000,000 per occurrence, and property damage liability of not less than \$1,000,000.

ATTACHMENT D

Equipment available to be used, shall be at a minimum as follows, but may be increased at Contractors discretion to expedite the process:

Routine Operations

To Be Determined after completion of RFP.

Professional References/Experience

Provide a list of professional references and experience that you have related to services being solicited in the RFP. Add more sheets if necessary.

1. How long has your company been in the debris removal business? _____

2. Name of Customer _____

Address _____ City _____ State _____

Telephone _____ Name of Contact Person _____

Type of work performed _____

How long did you provide work? ____ years ____ months. Is it ongoing? ____ yes ____ no

3. Name of Customer _____

Address _____ City _____ State _____

Telephone _____ Name of Contact Person _____

Type of work performed _____

How long did you provide work? ____ years ____ months. Is it ongoing? ____ yes ____ no

4. Is there anything else about your work experience, licenses or credentials that you would like to share?

Town Ordinances Governing Solid Waste Disposal

BURNING OR BURYING SOLID WASTES

§ 9.02.030 OPEN BURNING PROHIBITED.

- A. All open burning is prohibited within the town limits, except as provided in divisions (C) and (D) below in accordance with North Carolina Administrative Code, Title 15A, § 1900.
- B.
 - 1. The town may provide leaf and limb pickups as deemed appropriate. The goal is to provide 7 scheduled pickups per fiscal year. The maximum number of scheduled pickups in a fiscal year shall be 7. The number of scheduled pickups and the dates of these pickups shall be determined by the River Bend Town Council and announced at the beginning of each fiscal year.
 - 2. Pickups will be provided to residential property within the corporate town limits only. Leaf and limb pickup shall not be provided to any non-residential property or for any contractors, including contractors doing general yard maintenance to residential properties.
 - 3. For the purpose of this subchapter, leaf and limb is defined as leaves, grass clippings, pine cones, and small (as defined below) tree and shrub limbs. Leaf and limb does not include construction material of any kind, trimmings from lot clearing, tree trunks or any material from commercial contractors.
 - 4. All leaf and limb must be the result of natural defoliation or minor trimming and must observe the following criteria:
 - a) The maximum diameter of limbs is 3 inches and maximum length is 6 feet;
 - b) All leaf and limb debris shall be placed in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes and driveway tiles. There must be room for removal equipment to work without harming adjacent grass or shrubbery;
 - c) No debris shall be bagged. Any bagged material will not be collected.
 - d) Leaf and limb material shall not be placed at the roadside more than 5 days prior to the week of pickup; and
 - e) (1) Pickup shall be done once per street per scheduled pickup week.
(2) Any leaf and limb placed on the roadside after a street has been cleaned shall be the responsibility of the property owner to clear immediately.
 - f) The town does not provide for collection of any other materials other than those described in Sections B (1-4) above. Items commonly known as brown goods (for example furniture, wood items) and white goods (for example appliances, plumbing fixtures) and all other materials are not collected by the town for disposal. Such materials shall not be placed by the roadside for collection and must be properly disposed of by the owner.

- C. Camp fires and fires solely for outdoor cooking and other recreational purposes, or for ceremonial occasions, or for human warmth and comfort and do not use synthetic materials or refuse or salvageable materials for fuel are permitted; provided that the fires are not of the size, character or intensity as to be a danger to surrounding properties, and do not create a nuisance, in accordance with North Carolina Administrative Code, Title 15A, Chapter 2D, § 1903, paragraph (b).
- D. All other open burning for the disposal of material generated as a result of a natural disaster, such as tornado, hurricane, or flood or for any other purpose shall be in accord with the regulations as set forth in the North Carolina Administrative Code, Title 15A, Chapter 2D, § 1903 and 1904.
- E. All trees, stumps, brush and other vegetation resulting from the clearing of land for roads, houses and other buildings shall not be burned or buried in the town but shall be removed from the town and properly disposed.

Amended 04/21/2022

(Prior Code, Ch. 4, Art. IV) Penalty, see § 1.01.999

EXHIBIT I**Historical L&L Data**

Obviously, there is no way to accurately predict how much L&L material will be collected in the future or how the weather may impact the volume of future L&L material/pick-ups. However, the data below shows how much L&L material has been collected in the past. Past data is in no way a guaranteed predictor of future volume. This data is shown in order to give bidders a sense of what has happened in the past. The years covered in the 5-year data below are for the previously completed 4 fiscal years of 21-24 and the Year-To-Date for 2025.

Fiscal Year	2021	2022	2023	2024	2025 YTD
Avg Tons/pick-up	57.07	48.39	52.27	69.53	70.04
Total Tons/ Year	342.42	290.36	365.91	486.70	350.21
	Last 5 year avg. ton/year				367.12
	Last 5 year avg. ton/pick up				59.46

END