



PUR291

December 12, 2011

INVITATION TO BIDDERS

Notice is hereby given that the City of Rock Hill will receive sealed bids for the following items:

CLEARING AND REMOVING DEBRIS AND ANCILLARY SERVICES

Bids will be received until 2:00 P.M., January 25, 2012 at which time they will be publicly opened and read. The bid award will be considered and/or made at a regularly scheduled meeting of the City of Rock Hill City Council. Bid information and specifications may be obtained from the City website: cityofrockhill.com

All bids will be marked "SEALED BID - CLEARING AND REMOVING DEBRIS AND ANCILLARY SERVICE, on the outside of a sealed envelope and submitted to the City of Rock Hill, PO BOX 11706 Rock Hill, SC 29731 or 757 South Anderson Road, Suite 103, Rock Hill, SC 29730

Paul Carlisle, Public Works Director
City of Rock Hill
803-326-3880

BID INVITATION

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1.00 Standard Terms and Conditions

The City of Rock Hill, South Carolina desires to enter into a storm debris removal and ancillary services contract that shall be awarded to one or more responsive and responsible bidders to furnish services for "Clearing and Removing Debris and Ancillary Services.

The contract period shall be for two (2) years with the option of an additional two (2) years under the same terms and conditions of the original agreement as long as both parties agree and shall begin once the contract is signed. However, the work shall not begin until a notice to proceed has been given. The contract may be used multiple times throughout the term of this agreement or may not be used at all. The vegetative and other debris removal contract may be used for hurricanes, tropical storms, or any other storm event, natural, man made or other disaster that causes vegetative or other debris to occur in the City of Rock Hill.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Rock Hill reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

The contract is attached. All terms, conditions, this bid document and scope of work are included in the contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.01 Bid Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rock Hill's interpretation shall govern.

All bids are per cubic yard.

A. Bids shall be submitted to the following address:

City of Rock Hill
757 South Anderson Road, Suite 103 Rock Hill South Carolina 29731 – CLEARING AND REMOVING DEBRIS AND ANCILLARY SERVICES-

B. The Bidder must complete and return to the Purchasing Department, attached to this specification the "Bid Compliance Certification" form. NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.

- C. **One (1)** signed original and four electronic copies on CD
- D. Proof of Insurance should be attached as a part of the bid.
- E. **Three** commercial references (preferably municipalities or other accounts of such size) must be provided.
- F. To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact City of Rock Hill Representative: Marty Burr – 803.329.5551

1.02 Funding

All payments made from this or other funds will be approved by the City Manager or his designee.

1.03 Late Bids

Bids received in the City Hall after the submission deadline will be considered void and unacceptable. The City of Rock Hill is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Rock Hill City Hall shall be the official time of receipt.

1.04 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.05 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.06 Sales Tax

Do not include tax in this bid city will add any applicable taxes if needed.

1.07 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet (p. 10). Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.08 Bid Award

If a contract is awarded, it will be awarded to one or more responsive and responsible bidders meeting or exceeding the terms, conditions, and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other

entities; and

C. Any other factors that could be material to the bidder's ability to comply with the contract.

1.09 Contract

Contracts shall be executed upon award of the bid. No invoices will be paid prior to acceptance of contract by City of Rock Hill. The successful Bidder(s) shall be required to obtain a City of Rock Hill Business License at no charge to the City. No different or additional terms will become a part of the contract.

1.01 Rejection of Bids

The City may choose to reject all bids and not award any contract. If the City does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City.

1.11 Purchase Order

A purchase order shall be provided by the City of Rock Hill to the successful bidders. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Rock Hill will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.12 References

The City of Rock Hill requests bidder to supply with this bid, a list of three (3) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name.

1.13 Conflict of Interest

No city employees or public officials shall have interest in this contract

1.14 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Rock Hill. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.15 Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, the Contractor shall restore, at the Contractors own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as the Contractor may be directed.

1.16 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Rock Hill to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of

Rock Hill shall act as sole judge in determining quality and acceptability of products offered.

1.17 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rock Hill purchasing agent. Addenda will be mailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

1.18 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.19 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.20 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.21 Termination of Contract

The City of Rock Hill reserves the right to terminate the contract immediately in the event the successful bidder:

- A. Fails to meet delivery schedules;
- B. Defaults in the payment of any fees;
- C. Otherwise fails to perform in accordance with this contract;
- D. Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Rock Hill may have in law or equity. Bidder, in submitting this bid, agrees that City of Rock Hill shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.22 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Rock Hill shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Rock Hill, South Carolina, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.23 Invoices

Invoices submitted for payment shall be addressed to City of Rock Hill, Accounts Payable and shall reference the City of Rock Hill approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.24 Law Governing and Venue

This Contract shall be governed by the law of the State of South Carolina and no lawsuit shall be

prosecuted on this Contract except in a court of competent jurisdiction located in York County, South Carolina.

1.25 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Rock Hill.

1.26 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.27 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

1.28 Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

1.29 Reports

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

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

may be necessary to adequately document the conduct of the debris management operations for the Municipality and/or Government.

Additional Supporting Documentation:

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

1.30 Employee Background Checks

Contractor and employees of the contractor must have documented background checks and the City of Rock Hill Human Resources Department reserves the right to conduct our own internal background checks. If the City exercises that option it would be at our cost unless the findings uncover reasons that these individuals should not be working on a city property.

Contractor shall investigate and certify that, during the term of the Agreement, all employees and persons under Contractor's control have not been convicted of a sexual crime or are on the sexual offender registry.

Customer Service

Please remember, although you are a contracted City service, you each represent the City of Rock Hill during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- A. Be friendly, courteous, and helpful
- B. Company uniforms must be worn at all times
- C. Staff members must look and act professional at all times.

CONTRACTORS EMPLOYEES:

Contractor and employees of the contractor must have documented background checks and the City of Rock Hill Human Resources Department reserves the right to conduct our own internal background checks. If the City exercises that option it would be at our cost unless the findings uncover reasons that these individuals should not be working on a city property.

Contractor shall investigate and certify that, during the term of the Agreement, all employees and persons under Contractor's control have not been convicted of a sexual crime or are on the sexual offender registry.

COMPANY_____

I the owner or individual having the authority to sign on behalf of the company understand the statements above and affirm I, we have performed all of the background information listed above on all of our employees or sub-contractors that have the possibility of working on this project and also agree that company will perform this process not less than annually for the duration of the contract, if so awarded.

Authorized Signature

PRINT NAME AND TITLE:_____

SIGNATURE_____DATE_____

City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

Local Purchasing

It is the intent of the City of Rock Hill to promote the use of local businesses and hiring citizens living within the local Rock Hill/York County area when possible.

- 1.) Local contractors and businesses (Rock Hill/York County) with a valid City of Rock Hill business license could have a 5% advantage during the consideration of bids.
- 2.) The maximum value of the 5% advantage will be capped at \$15,000.
- 3.) If a Local Business is within 5%, not exceeding \$15,000, of the lowest bid received, the Local Business will be given consideration of the bid award if they are willing to provide goods or services at the price of the lowest bid received.
- 4.) If conditions of number 3 above are met and the Local Business is not willing to provide goods or services at the price of the lowest bid received, the consideration of the bid award will revert back to the lowest bid received, or the next lowest Local Business within the 5% (maximum \$15,000) advantage threshold.
- 5.) Contractor and or business must make every reasonable attempt to hire local Rock Hill/York County residents.
- 6.) Selected contractor(s) must make every reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid to a local business with a valid City of Rock Hill Business License.



Enhancing Local Businesses and Employment Opportunities in the Rock Hill/York County Area

Please list all employees' names, cities and states of residence that will be working on this project. (Attach separate sheet if necessary).

Name	City/Town	State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list all businesses to be used for purchasing materials and supplies.

Product	Company	Address, City, State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.31 Contractor Past Performance

Contractor shall not have significant performance deficiencies under City contracts in the last five (5) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

1.32 Contractor Experience

Contractor shall have provided services similar in scope to the services required in this specification on a continuing basis over a recent minimum three (3) year period. The bidder shall submit with this bid, detailed relevant company experience.

1.33 Liquidated Damages

CONTRACTOR has twenty four (24) hours from notice to proceed to mobilize equipment for purposes of performing the required duties as described in the Notice To Proceed. Failure of the CONTRACTOR to respond within the twenty four hours (24) shall result in liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day until such time as the CONTRACTOR mobilizes with sufficient resources to perform the work as described in the notice to proceed and /or the City retains other providers to perform those duties. Any and all additional costs incurred by the CITY to retain the services of another CONTRACTOR shall be the responsibly of the CONTRACTOR.

2.00 CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

3.00 BID PROPOSAL

We, the undersigned, have completely read the specification for:

CLEARING AND REMOVING DEBRIS AND ANCILLARY SERVICES

\$ _____ per cubic yard loaded and hauled to landfill

\$ _____ per cubic yard loaded and hauled to TDRS site, less than 5 miles

\$ _____ per cubic yard loaded and hauled to a TDRS site more than 5 miles, less than 10 miles

\$ _____ per cubic yard reduction Grind

\$ _____ per cubic yard debris reduction grinding and removal

Any burning site will be SCDHEC approved.

\$ _____ per ton: Construction Debris

\$ _____ per ton: Demolition

\$ _____ per ton: White Goods

Ancillary Items

ITEM #	ITEM	QUANTITY	UNIT	COST	EXTENDED
AS-1	3 CY Loader with debris grapple	1	HR		
AS-2	Skid Steer with debris grapple	1	HR		
AS-3	Skid Steer with bucket	1	HR		
AS-4	3 CY Loader with bucket	1	HR		
AS-5	Street Sweeper vacuum	1	HR		
AS-6	John Deere 690 or equivalent With Grapple	1	HR		
AS-7	John Deere 690 or equivalent With Bucket	1	HR		
AS-8	Rubber Tire Track hoe with debris grapple	1	HR		
AS-9	Rubber Tire Excavator with debris grapple	1	HR		
AS-10	300-400 Tub Grinder	1	HR		
AS-11	800 -1000 hp Diamond Z Tub Grinder	1	HR		
AS-12	30 Ton Crane	1	HR		
AS-13	40 – 60' Bucket Truck	1	HR		
AS-14	Equipment Transports	1	HR		
AS-15	Self-Loading Dump Truck w/knuckle boom	1	HR		
	and debris grapple				
AS-16	Single axle Dump Truck (5 – 12 cu yd)	1	HR		
AS-17	Tandem Dump Truck (16 -20 cu yd)	1	HR		

AS-18	Trailer Dump Truck (24 – 40 cu yd)	1	HR		
AS-19	Trailer Dump Truck (41 – 60 cu yd)	1	HR		
AS-20	Trailer Dump Truck (61 – 80 cu yd)	1	HR		
AS-21	Power Screen	1	HR		
AS-22	Off Road Trucks	1	HR		
AS-23	Climber with gear	1	HR		
AS-24	Saw Hand with chainsaw	1	HR		
AS-25	Laborers & Flagmen	1	HR		

ANCILLARY SERVICES GRAND TOTAL \$ _____

ANCILLARY SERVICES GRAND TOTAL WRITTEN WORDS _____

The prices bid includes all equipment, labor, supervision and material as set forth in the attached specification packet and instructions. I have read and agree to comply with all of these requirements.

Date: _____

BIDDER: _____

ADDRESS: _____

PHONE: _____

AUTHORIZED REPRESENTATIVE **TITLE**

AUTHORIZED SIGNATURE **DATE**

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Rock Hill, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Authorized Representative

SAMPLE

**CONTRACT FOR CLEARING AND REMOVING DEBRIS AND
ANCILLARY SERVICES**

THE STATE OF SOUTH CAROLINA §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF YORK §

THIS AGREEMENT is made by and between the **CITY OF ROCK HILL, SOUTH CAROLINA, (CITY)**, and _____ (CONTRACTOR).

In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. TERMS OF AGREEMENT

1.1. This contract is subject to and incorporates, as if fully set forth herein, the terms and conditions of the document attached hereto and marked **Exhibit A** entitled "Terms and Conditions." All activities and transactions contemplated by this contract will be governed by this Agreement and its exhibits.

1.2. CONTRACTOR has twenty four (24) hours from notice to proceed to mobilize equipment for purposes of performing the required duties as described in the Notice To Proceed. Failure of the CONTRACTOR to respond within the twenty four hours (24) shall result in liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day until such time as the CONTRACTOR mobilizes with sufficient resources to perform the work as described in the notice to proceed and /or the City retains other providers to perform those duties. Any and all additional costs incurred by the CITY to retain the services of another CONTRACTOR shall be the responsibly of the CONTRACTOR.

2. SERVICES

2.1 The services covered by this contract shall be performed by CONTRACTOR as provided in this agreement and as stated in the "Scope of Services," which is attached hereto as **Exhibit B** and incorporated herein for all purposes. The work may be generally termed as clearing and hauling vegetative and other debris resulting from a natural or manmade disaster.

3. PAYMENTS

3.1. For the services described under Exhibit B, the City agrees to pay CONTRACTOR for goods and services received from the CONTRACTOR as listed on the bid proposal form Section 3.00 of the Bid Documents and are attached to this document for reference.

3.2. Invoices will be submitted to the City of Rock Hill in accordance with Exhibit A. All books, records, accounts of CONTRACTOR shall be open for inspection by the City

or the City's authorized representative at all reasonable times.

4. **REQUIREMENT OF CONTRACT BONDS**

- 4.1 Within ten (10) days of the Notice To Proceed by City Manager or his designee, CONTRACTOR shall furnish City the following bonds: (all bond fees will be recouped through the total cost and life of the contract).
- 4.2 A Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of City. The Performance Bond shall remain in force one year after Final Completion of the Work.
- 4.3 A Payment Bond in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or materials to CONTRACTOR or his Subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after Final Completion of the Work.
- 4.4 Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 4.5 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of South Carolina. The bonds shall be made payable and acceptable to City. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of South Carolina or whose principal office is maintained in this State, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 4.6 The Contract Shall obtain at their sole expense all appropriate licenses including but not limited to a valid City of Rock Hill Occupational License.

5. **MISCELLANEOUS PROVISIONS**

- 5.1 Venue for any lawsuit involving this agreement shall be in York County, South Carolina.
- 5.2 Choice of Law: This contract is governed by the laws of the State of South Carolina.
- 5.3 Entire Contract: This agreement constitutes the entire agreement between City and CONTRACTOR, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this contract specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.
- 5.4 Partial Invalidity: If any term, provision, covenant, or condition of this

contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- 5.5 Survival: Any provisions which by their terms survive the termination of this contract shall bind its legal representatives, heirs, and assigns as set forth herein.
- 5.6 Assignment: CONTRACTOR shall not assign, transfer, or encumber any right or interest in this contract, in whole or in part, without prior written approval of City.
- 5.7 Notices: Each notice to City shall be sent to the designated City Representative and each notice to CONTRACTOR shall be sent to the designated Representative as outlined in this Agreement. Each formal notice required by the terms of this contract shall be in writing and sent by facsimile, telex, courier or by registered or certified mail.
- 5.8 Benefits: This contract shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- 5.9 Amendments: This contract can be supplemented and/or amended only by a dated written document executed by both parties.
- 5.10 Gender: Words of any gender used in this contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- 5.11 Exhibits: All exhibits described in this contract are attached hereto and incorporated herein by reference for all purposes. Exhibits attached this contract are:
 - Exhibit A - Terms and Conditions
 - Exhibit B – Scope of Work
 - Exhibit C – Conflicts of Interest Form
- 5.12 Multiple Copies: This contract may be executed in multiple counterparts each of which constitutes an original.
- 5.13 Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.
- 5.14 Misspelled Words: Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

CITY OF ROCK HILL, SOUTH CAROLINA

BY: _____
Mayor

ATTEST:

David Vebaun, City Manager

Date Signed: _____

APPROVED AS TO FORM & LEGALITY:

City Attorney

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

EXHIBIT A

TERMS AND CONDITIONS

1. **City representative.** The **City Manager** for the City, and such other and additional persons as City may designate, shall be City's representative(s) and shall act for City in all matters concerning the project, including transmittal of instructions, receiving information, and interpreting and defining City policies and decisions with respect to the materials, equipment, elements, and systems of the project. City shall not be bound by the actions or representations of any other employee(s) or agent(s) of City.

2. **Submitting invoices.**
 - (a) In the event invoices are submitted or otherwise used pursuant to this contract or project, the billing party shall present invoices in the following form and content:
 - 1) Each invoice must have a billing number which reflects in sequence the number of invoices that have been previously submitted on the contract or project;
 - 2) Invoices shall be submitted each Monday for the previous week.
 - 3) Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.
 - 4) Each invoice will show the following:
 - i "Total of Work Completed to Date";
 - ii "Total Fee Previously Billed" and,
 - iii "Invoice Total," which is calculated by subtracting (ii) from (i).
 - (b) The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by City.

3. **Infrastructure damage.** CONTRACTOR shall restore and or repair, at the CONTRACTOR's cost, all damaged infrastructure such as broken curbs and crushed sidewalks back to its pre-existing condition.

4. **Compliance with Laws.** CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

5. **Subcontracting.** As per the Robert T. Stafford Act and FEMA regulations, CONTRACTOR will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the CONTRACTOR will utilize at least 30% of subcontractors

located within the disaster areas, including, but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen. CONTRACTOR shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this contract.

6. Assignment. CONTRACTOR shall not assign, sublet, or transfer its interests in this contract without the prior written approval of City; provided, however, that claims for money due, or to become due, CONTRACTOR from City under this contract may be assigned to a bank, trust company, other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

7. Successors. City and CONTRACTOR each binds itself, its successors, executors, administrators, and assigns, to the other party in respect to all covenants of this contract, unless otherwise accepted herein.

8. No interests by parties.

(a) Members of City. No member of the governing body of City, nor any other officer, employee, or agent of City who exercises any functions or responsibility in connection with the carrying out of the project, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

(b) Other local public officials. No member of the governing body of the locality in which the project to which this contract pertains is located and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the project shall have any personal interest, direct or indirect, in this contract.

(c) Certain federal officials. No members of, or delegate to, the Congress of the United States and no resident commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

9. Insurance.

(a) Types; amounts. CONTRACTOR shall provide continuous enforcement of adequate insurance covering all employees employed by CONTRACTOR and shall keep in full force and effect during the term of this contract insurance in the following types and minimum amounts:

<u>TYPE</u>	<u>AMOUNT</u>
Comprehensive, General Liability, including contractual liability, premises/operations, and personal injury liability	<u>Bodily Injury:</u> \$1,000,000 per occurrence minimum
	<u>Property Damage:</u>

	\$1,000,000 per occurrence minimum
Workers' Compensation	Statutory
Comprehensive Automobile Liability, including owned, unowned and hired car coverage	<u>Bodily Injury:</u> \$1,000,000 per occurrence minimum
	<u>Property Damage:</u> \$1,000,000 per occurrence minimum

- (b) All parties to this contract understand and agree that the inability of CONTRACTOR to obtain such coverage, after having exercised reasonable diligence and its good faith effort to do so, will not result in a violation or breach of this contract, but shall result in CONTRACTOR's obligation to indemnify City as provided in the indemnification provision contained herein.
- (c) All insurance policies, except workers' compensation, shall name City and its officers, officials, and employees as additional insured if otherwise allowed by law. All insurance policies shall be subject to the examination and approval of City for adequacy as to form and content, form of protection, and insurance company. CONTRACTOR shall furnish to the City Manager of City certificates or copies of the policies, plainly and clearly evidencing such insurance, within ten (10) days after execution of the contract and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy.
- (d) CONTRACTOR understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this section shall be a cause for termination of the contract or for the application of the indemnity provision contained herein should City choose not to terminate the contract.
- (e) CONTRACTOR shall maintain said insurance with insurance underwriters authorized to do business in the State of South Carolina satisfactory to City. All policies or certificates required herein shall also state that such insurance shall not be canceled or changed in limits by endorsement without a minimum of ten (10) days' advance notice in writing to City.
- (f) If requested by the City, CONTRACTOR shall provide the City with information and documents on the insurance maintained by any subcontractors to CONTRACTOR.

10. Indemnity.

IF CONTRACTOR FAILS TO PROVIDE INSURANCE IN ACCORDANCE WITH THE INSURANCE PROVISIONS OF THIS CONTRACT, CONTRACTOR AGREES TO

ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED UNDER THIS CONTRACT AND HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF ROCK HILL, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE PERSONAL INJURY OR DEATH OF AN OFFICER, AGENT, OR EMPLOYEE OF CONTRACTOR CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, THE NEGLIGENCE OF CONTRACTOR OR AN OFFICER, AGENT, OR EMPLOYEE OF CONTRACTOR IN CONNECTION WITH THIS CONTRACT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER. CONTRACTOR SHALL FURTHER INDEMNIFY AND HOLD HARMLESS THE CITY OF ROCK HILL, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE ACTIONS OF CITY OF ROCK HILL OR AGENTS OR EMPLOYEES OF THE CITY OF ROCK HILL CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, THE NEGLIGENCE OF THE CITY OF ROCK HILL OR AN OFFICER, AGENT, OR EMPLOYEE OF THE CITY OF ROCK HILL IN CONNECTION WITH THIS CONTRACT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER.

11. Waiver of Subrogation. CONTRACTOR further agrees to waive any and all claims and suits covered by this indemnity provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the city, its officers, agents, or employees. **Workers' compensation and employer's liability insurance policies will provide a waiver of subrogation in favor of the City.**

12. CONTRACTOR as independent contractor. In the performance of the professional services required by this contract, CONTRACTOR is and shall be deemed to be an "independent contractor," not an agent, servant, or employee of City. Likewise, employees and or sub contractors of the CONTRACTOR are not the agents, servants, or employees of City. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between CONTRACTOR and City.

13. Tax Certification. CONTRACTOR hereby certifies that it is not delinquent in the payment of any taxes owed to City or that it will pay any taxes owed to City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract at the option of City.

14. Offset of Other Debts Against City. CONTRACTOR agrees that City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by City to CONTRACTOR, pursuant to this contract, for any debt owed to City, other than for arrearage of taxes, which are governed by Section 20 of this contract. City may withhold from payment under this contract an amount equal to the total amount of debts owed to City by CONTRACTOR. City may apply the amount withheld to the debts owed to City by CONTRACTOR until said debts are paid in full.

15. Termination of Contract.

- (a) For cause. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- (b) Offset for damages. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to City for damages sustained by City by virtue of any breach to the contract by CONTRACTOR, and City may withhold any payments to CONTRACTOR for the purpose of offset until such time as the exact amount of damage due to City from CONTRACTOR is determined.
- (c) For convenience of City. City may terminate this contract at any time and for any or no reason by a notice in writing from City to CONTRACTOR. Written notice shall be deemed to have been duly served if delivered in person, or sent by registered or certified mail, to the last business address of CONTRACTOR known to City.
- (d) Compensation for services performed. If the contract is terminated by City as provided herein, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONTRACTOR covered by this contract, less payments of compensation previously made. If this contract is terminated due to the fault of CONTRACTOR, paragraph (a), hereof relative to termination, shall apply.
- (e) In the event this contract is terminated for any reason, all finished or unfinished documents, drawings, data, studies, and reports prepared by CONTRACTOR under this contract or prepared by any subcontractor of CONTRACTOR shall be the sole property of City, but CONTRACTOR shall be entitled to receive equitable compensation for any satisfactory work completed on such documents, drawings, data, studies, and reports as provided in (d).

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EXHIBIT B

SCOPE OF WORK

1. Overview

- 1.1 Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by the Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidelines and policies, and as directed by CITY. Work will include 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; and 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS), TCEQ approved burn sites or landfills. Debris not defined as eligible by FEMA Publication 325, all applicable State and Federal Disaster Specific Guidelines and policies will not be loaded, hauled, or dumped unless CITY gives written instructions to CONTRACTOR. It shall be the CONTRACTOR’s responsibility to load, transport, and properly dispose of any and all disaster generated debris which is the result of the event under which the CONTRACTOR was issued a notice to proceed, unless otherwise directly by the CITY in writing. All burnable debris will be separated from non-burnable debris if hauled to a TCEQ approved burn site. This includes:
- 1.2 Vegetative Debris
- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
 - b. Remains of standing trees which are clearly damaged beyond salvage.

2. Description of Designated Area

- 2.1 The designated area for debris removal is bounded by the City of Rock Hill city limits and includes all public right-of-ways (ROW), easements, parks, and debris staging areas, within the areas of the city.
- 2.2 All debris identified by CITY shall be removed. CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the CITY. Any eligible debris, such as fallen trees, which extend onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. CONTRACTOR shall not enter onto private property during the performance of this contract unless specially authorized by CITY in writing.
- 2.3 CONTRACTOR shall deliver debris to disposal sites as designated by the CITY.
- 2.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6” beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from flying off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.
- 2.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at TDSRS, unless approved in advance by the CITY.

- 2.6 Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface.
- 2.7 CONTRACTOR will provide an on-site Project Manager to CITY. The Project Manager shall provide a telephone number to CITY with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with CITY representatives. Daily meeting topics will include, but not be limited to, volume of debris collected, completion progress, local coordination, and damage repairs. Frequency of meetings may be adjusted by the CITY. The Project Manager must be available 24 hours a day, or as required by the CITY.
- 2.8 The TDSRS location, if required, will be designated by the City .
- 2.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
- 2.10 CITY reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

3. ROW Vegetative and other Debris Removal and Reduction

- 3.1 Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative and other debris existing in CITY's ROW to the TDSRS or other designated disposal facility.
- 3.2 Vegetative and other debris existing in the ROW is defined as debris resulting from a storm event which has been or will be placed along public right-of-ways, easements, City parks, alleys, debris staging areas, and other areas as designated by CITY.
- 3.3 For the purposes of this contract, vegetative and other debris which is piled in immediate close proximity to the actual legal street ROW, and which is accessible from the ROW line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the ROW and is to be removed.
- 3.4 Entry onto private property for the removal of vegetative or other hazards will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific Right-of-Entry legal and operational procedures.

4. Working Hours

- 4.1 CONTRACTOR shall work Monday through Saturday, 7 a.m. through 7 p.m., or as otherwise directed by the CITY.

5. Equipment

- 5.1 All trucks or other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 5.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operation conditions. The sideboards are to be constructed of 2" by 6" boards or

greater and not to extend more than 2' above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized CITY representatives prior to its use in the CITY.

- 5.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the CONTRACTOR mix debris hauled for others with debris hauled under this contract.
- 5.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 Cy and up) and non-rubber tired equipment must be approved for use on the road by the CITY.
- 5.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the CITY. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

6. Traffic Control

- 6.1 The CONTRACTOR shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all CONTRACTOR work areas.
- 6.2 CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
- 6.3 Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- 6.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

7. Damage To Public Or Private Property

- 7.1 CONTRACTOR is responsible for all damage, injury, or loss to any property.
- 7.2 CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.
- 7.3 CONTRACTOR's failure to restore damage to public or private property to the satisfaction of the CITY will result in the CITY withholding retainage money in an amount sufficient to make necessary repairs.

8. Existing Utilities

- 8.1 Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. CONTRACTOR shall pay all such costs to the utility company for any adjustments.

8.2 CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

9. Environmental Protection

9.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.

9.2 The CONTRACTOR shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the CITY. CONTRACTOR shall comply in a timely manner with all directions of the CITY regarding the use of a water truck or other approved dust abatement measures.

9.3 The CONTRACTOR shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

10. Documentation and Measurement

10.1 Prior to beginning of any work, the CITY shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by CITY, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized CITY representative each time it returns to work from other contracts or communities.

10.2 CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain a valid driver's licenses and equipment legally fit for travel on the road.

10.3 "Load tickets" will be provided by the CONTRACTOR for recording volumes of debris removal.

10.3.1. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

10.3.2. Load tickets will be completed by an authorized representative of the CITY at the loading site. The CITY representative will keep one copy of the ticket, and give one copy to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the copy to the CITY representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the CITY representative present at the dumpsite. The CITY representative will validate, enter the estimated debris quantity, and sign the ticket. The validated copy will be returned to the vehicle operator for the CONTRACTOR's records.

10.3.3. The CONTRACTOR shall give written notice of the location for work scheduled 24 hours in advance.

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
	OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Rock Hill and the person meets the requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the City Secretary of the City of Rock Hill not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>Date Received:</p>
<p>1. Name of person who has a business relationship with the City of Rock Hill.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or other business relationship.</p> <p style="text-align: center; margin-left: 150px;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Rock Hill?</p>	

Yes _____

No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____

No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the government entity

Date

List type of equipment proposed to use for debris removal:

List number of each type of equipment:

How many of each will be dedicated to the City of Rock Hill for debris removal?

How long after a Notice To Proceed is given will equipment be in the City and clean up work underway?

Use additional sheets if needed.

INDEMNITY PROVISION

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated _____
between the City of Rock Hill and _____ for
(contractor)

(service or products)

NAME _____

PRINT NAME _____

TITLE _____

COMPANY _____



No Idling Policy

1. All City vehicles and or equipment must be turned off when not being used for emergency purposes that require the vehicle/equipment to run or maintain power for attached equipment, or when the vehicle/equipment must remain running to operate hydraulic lifts, generators, etc.
2. Running vehicles or equipment should not be left unattended.
3. Vehicles/equipment should not be started longer than necessary to clear ice from windows.
4. The City will facilitate an ozone email warning system, in conjunction with the state of South Carolina, by providing the email addresses of the appropriate persons in each department to receive such warnings as they are made. These persons will then act as an agent to post ozone warnings each day to alert City employees of the particular need to not run vehicles unnecessarily; a standard warning symbol should be posted in prominent locations throughout City facilities.