

# *Town of Taylorsville*

**“The Brushy Mountain Gateway”**

67 Main Avenue Drive

Taylorsville, North Carolina 28681

828.632.2218 (Phone) • 828.632.7964 (Fax)

[www.taylorsvillenc.com](http://www.taylorsvillenc.com)

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## **REQUEST FOR BID**

### **ANNUAL AGREEMENT FOR DEBRIS MANAGEMENT SERVICES**

#### **1. INTRODUCTION**

The Town of Taylorsville is seeking bids for an annual agreement for debris management services during a State of Emergency. This Request for Bid (RFB) is not to be construed as an offer, contract, or commitment of any kind; nor does it commit the Town of Taylorsville to pay any cost incurred by the bidder in the preparation of its bid.

#### **2. SUBMITTAL DEADLINE**

Submittals must be presented no later than 2:00 P.M. on February 28, 2023 to:

Town of Taylorsville  
Attn: Debris Management Services  
67 Main Avenue Drive  
Taylorsville, NC 28681

Bids received after the date and time set for receiving bids will **NOT** be considered. The Town of Taylorsville will **NOT** be responsible for misdirected bids. Vendors should call the Town of Taylorsville at (828) 632-2218 to ensure receipt of their bid documents prior to the opening date and time listed above.

Eligible bids will be opened at 2:00 P.M. on Tuesday, February 28, 2023 and will be presented to the Town Board at the next scheduled meeting for consideration of award.

#### **3. CONTRACT AWARD**

Bids shall be considered by the Town of Taylorsville staff and board based on cost of procurement, contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and the best overall value to the Town of Taylorsville. The Town of Taylorsville reserves the right to accept or reject any or all bids, waive formalities in the bidding, waive irregularities in any or all bids, and make a bid award deemed to be in the best interest of the Town of Taylorsville.

#### **4. SUBMITTAL REQUIREMENTS**

All bids shall be submitted on forms provided by the Town of Taylorsville with "Bid for Debris Management Services" stated on the face of the sealed envelope. Bidders must provide the Town of Taylorsville with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

The Town of Taylorsville requires the following information to be included in the submittal for this contract:

1. Completed and Signed Bid Form
2. Up to Date Proof of Liability Insurance

#### **5. REQUIREMENTS AND SPECIFICATIONS**

##### **1.0 SERVICES**

##### **1.0.1 Scope of Contracted Services:**

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

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

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

##### **1.1.0 Emergency Protective Measures Emergency Road Clearance:**

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

##### **1.2.0 Right-of-Way (ROW) Removal:**

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

#### **1.2.1 Geographic Assignment:**

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

#### **1.2.2 Operation of Equipment:**

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

#### **1.2.3 Certification of Load Carrying Capacity:**

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

measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Town of Taylorsville.

#### **1.2.4 Vehicle Information:**

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

#### **1.2.5 Security of Debris During Hauling:**

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

#### **1.2.6 Traffic Control:**

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

#### **1.2.7 Work Days/Hours:**

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

#### **1.2.8 Hazardous and Industrial Wastes:**

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

#### **1.2.9 Stumps:**

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

**1.2.10 Work Safety:**

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

**1.2.11 Inspection and Testing:**

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

**1.2.12 Monitoring:**

The Town of Taylorsville may assign Monitors at the load sites to oversee the Contractor's debris operations. Monitors would verify all information on the load ticket and the Loading Site Monitor's signature would be needed to have a valid load ticket.

**1.2.13 Accountable Debris Load Tickets:**

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

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

**1.2.14 Reports:**

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

- **Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed

and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

- **Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by the Town of Taylorsville.

- **Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the Town of Taylorsville in consultation with the Contractor.

- **Final Project Closeout:**

Upon final inspection and/or closeout of the project by the Town of Taylorsville, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town of Taylorsville. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town of Taylorsville 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 Town of Taylorsville and/or Government to support requests for debris project reimbursement from external funding sources.

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

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

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

The Contractor will remove structures designated for removal by and at the direction of the Town of Taylorsville. The Contractor agrees to remove in a timely manner all structures as determined by the Town of Taylorsville as set out in Section 1.1 of this Contract. The Town of Taylorsville reserves the right to bid and contract structure

demolition under separate contract with contractor or other contractors as deemed necessary.

#### **1.5.0 Private Property Waivers:**

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

#### **1.6.0 Disposal**

All debris must be disposed of at the Alexander County Landfill or one of Alexander County's emergency disposal sites unless otherwise directed by the Town of Taylorsville.

### **2.0 PERFORMANCE OF SERVICES**

#### **2.1 Description of Service:**

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

#### **2.2 Cost of Services:**

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

#### **2.3 Matters Related to Performance:**

##### **2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall submit a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Town of Taylorsville. The Contractor shall supply the names and addresses of subcontractors for approval and materials suppliers when requested to do so by the Town of Taylorsville. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximum extent practicable.

**2.3.2 Indemnification:**

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

**2.3.3 Insurance(s):**

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

**2.3.4 Worker's Compensation:**

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

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

**2.3.5 Automobile Liability:**

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

**2.3.6 Comprehensive General Liability:**

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

**2.3.7 Insurance Cancellation / Renewal:**

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

**3.0 STANDARDS OF PERFORMANCE****3.1 Contractor Representative:**

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

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize



a minimum of 50% of the required resources within 12 hours and 100% of the required resources within 24 hours to commence and conduct these contracted services.

**3.3 Time to Complete:**

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

**3.4 Completion of Work:**

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

**3.5 Extensions:**

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

**3.6 Term of Contract:**

The term of the Contract shall be for two (2) consecutive years beginning on the date of acceptance by and signatures of the Town of Taylorsville and Contractor, whichever comes later.

**3.7 Contract Termination:**

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

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other material related to the terminated work to the Town of Taylorsville.
- d) Continue and complete all parts of the work that have not been terminated.

## **4.0 GENERAL RESPONSIBILITIES**

### **4.1 Other Agreements:**

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

### **4.2 Town of Taylorsville Obligations:**

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

### **4.3 Conduct of Work:**

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

### **4.4 Supervision:**

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

### **4.5 Damages:**

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

### **4.6 Other Contractor(s):**

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

### **4.7 Ownership of Debris:**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

Disposal plans of this debris must still be given to the Town of Taylorsville and all debris must be disposed of in accordance with all Federal and State laws.

## **5.0 GENERAL TERMS AND CONDITIONS**

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

### **5.1.0 Other Agencies:**

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

### **5.2.0 Cost, Prices, and Payments:**

#### **5.2.1 Price for Emergency Push / Road Clearance:**

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

#### **5.2.2 Unit Price for Debris:**

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

#### **5.2.3 Billing Cycle:**

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

#### **5.2.4 Payment Responsibility:**

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

#### **5.2.5 Tipping Fees:**

All Tipping Fees paid by the Contractor will be reimbursed at cost to the Contractor by the Town of Taylorsville upon submittal of receipts in the billing period as stated as set out in Sections 5.2.3 and 5.2.4 above. These fees should not be reflected in the unit price(s) of this contract.

#### **5.2.6 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the Town of Taylorsville and/or Government as ineligible debris.

**5.2.7 Price/Service Negotiations:**

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

**5.2.8 Specialized Services:**

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

**5.2.9 Confidentiality:**

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

**6.0 MISCELLANEOUS****6.1 Notice:**

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

To: Contractor at: \_\_\_\_\_  
(Address)

(City, State, Zip Code)

**To: Town of Taylorsville  
67 Main Avenue Drive  
Taylorsville, NC 28681**

**6.2 Applicable Law:**

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

**6.3 Entire Contract:**

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

**6.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be

construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**6.5 Severability:**

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

**6. QUESTIONS AND COMMENTARY**

Inquiries regarding this RFB shall be addressed to Aaron Wike at [awike@taylorsvillenc.com](mailto:awike@taylorsvillenc.com) no later than Monday, February 27, 2023 at 2:00 P.M. Responses shall be in writing. No information exchanged verbally shall be considered binding.

Thank you for your assistance. If you have any questions please do not hesitate to contact Town Hall at 828-632-2218