

NEW HANOVER COUNTY
Environmental Management Dept.
3002 U.S. Highway 421 North

Kim Roane, Business Officer
ph: 910-798-4402
fax: 910-798-4408

Wilmington, NC 28401

Email: kroane@nhcgov.com

BID SPECIFICATIONS

RFB #14-0011
Metal (Steel) Building and Loading Dock Construction
NEW HANOVER COUNTY LANDFILL
5210 U.S. Highway 421 North
Wilmington, NC 28401

Section 1: Advertisement

New Hanover County (NHC) is accepting bids for a metal (steel) building and loading dock construction at the NHC Landfill facility located at 5210 U.S. Highway 421 North, Wilmington, NC 28401.

Sealed proposals addressed to Kim Roane, Business Officer, 3002 U.S. Highway 421 North, Wilmington, North Carolina, 28401 and marked "**RFB # 14-0011 METAL (STEEL) BUILDING AND LOADING DOCK CONSTRUCTION**" will be accepted until **2:00 p.m. Wednesday, August 21, 2013.**

An on-site pre-bid meeting will be held Wednesday, August 7, 2013, at 2:00 P.M. The site address is 5210 U.S. Highway 421 North, Wilmington, NC. Although this meeting is not mandatory, it is highly recommended that all bidders do attend.

Instructions for submitting bids and complete requirements and information may be obtained by contacting Kim Roane, Business Officer: kroane@nhcgov.com. Instructions may also be obtained by visiting our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>. New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be in the best interest of the County.

Section 2: Instructions and General Conditions

2.1 Schedule

Wednesday, July 31, 2013	RFB issued and advertised.
August 7, 2013 2:00 p.m.	On-site pre-bid meeting – 5210 U.S. Hwy 421 North, Wilmington NC
Wednesday, August 14, 2013 2:00 p.m.	Deadline for questions. All questions must be submitted in writing to Kim Roane, Business Officer (kroane@nhcgov.com).
Wednesday, August 14, 2013 2:00 p.m.	Deadline for request to be included on bidder list
Thursday, August 15, 2013 7:00 p.m.	Questions will be answered via written addendum.
Wednesday, August 21, 2013 2:00 p.m.	Deadline for receipt of bids and bid opening.

2.2 Bidder Instructions

- 2.2.1** Proposals shall be submitted as a document set, containing one (1) original, two (2) hard copies and one (1) electronic copy on either a CD or a flash drive.

Proposals must be submitted in a sealed envelope properly marked
**"RFB # 14-0011 METAL (STEEL) BUILDING AND LOADING DOCK
CONSTRUCTION"** and addressed to the County at the following address:

New Hanover County
Environmental Management
Attn: Kim Roane, Business Officer
3002 U.S. Highway 421 North
Wilmington, NC 28401

2.2.1(a) Completion of Bid Form (Price Sheet): Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidder's risk. Each bidder shall furnish the information required on the price sheet. Bids **must** be submitted on the price sheet contained in this bid package. Bids submitted that are not on the attached price sheet will be rejected. **Bids not signed will be rejected.**

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made on the bid **must** be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.1(b) Bidder Interest: All who are interested in bidding **must** send an **email by 2:00 p.m. August 14, 2013** to kroane@nhcgov.com, indicating at a minimum the bidder contact information including name and email address.

2.2.1(c) An on-site pre-bid meeting will be held Wednesday, August 7, 2013, at 2:00 P.M. The site address is 5210 U.S. Highway 421 North, Wilmington, NC.

- 2.2.2** No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered.
- 2.2.3** The public bid opening will be Wednesday, August 21, 2013 at 2:00 p.m. in the conference room of the New Hanover County Department of Environmental Management, 3002 U.S. Hwy 421 N., Wilmington, NC 28401.
- 2.2.4** After the bid issue date, all communications between the County and prospective bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Kim Roane, Business Officer, via email: kroane@nhcgov.com.

Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 2:00 P.M., EST, Wednesday, August 14, 2013.**

- 2.2.5** The deadline for receipt of all proposals is **Wednesday, August 21, 2013, at 2:00 PM, EST.** Any proposals received after the scheduled closing time will not be accepted.
- 2.2.6** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.
- 2.2.7** Once an award is made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public.
- 2.2.8** Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids and as such shall constitute a firm offer that is binding for a period of ninety (90) days.
- 2.2.9** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County. Although price will be considered, it will not be the sole determining factor.
- 2.2.10** Bids must be signed by an authorized individual of the firm(s). Bids that are not signed will be rejected.
- 2.2.11** The County reserves the following rights, which may be exercised at its sole discretion:
- to reject any or all bids or any part thereof, or to accept any bid, or any part thereof;
 - to supplement, amend, substitute or otherwise modify this bid at any time;
 - to cancel this bid with or without the substitution of another bid;
 - to take any action affecting this bid, this bid process, or the services or facilities subject to this bid that would be in the best interests of the County;
 - to issue additional requests for information;
 - to require one or more bidders to supplement, clarify or provide additional information in order for the County to evaluate the bids submitted;
 - to conduct investigations with respect to the qualifications and experience of each bidder;

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- to waive any defect or irregularity in any bid received;
 - to reject any or all bids;
 - to award all, none, or any part of the items that is in the best interest of the County, with one or more of the bidders responding, which may be done with or without re-solicitation;
 - to enter into any agreement deemed by the County to be in the best interest of the County, with one or more of the bidders responding.

2.2.12 The successful vendor is expected to enter into a contract with the County.

2.2.13 Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of the Request for Bid are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any bidder and is included in order to advise the potential bidder of the requirements for the County. Any offer which proposes quality, design, or performance, will be considered.

2.2.14 Any person, firm(s), corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work.

2.2.15 All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened and as such will not be returned to the bidder.

2.2.16 The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

2.2.17 If the Vendor is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. The County will pay North Carolina sales tax over and above bid prices when invoiced.

2.2.18 The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.2.19 Contractor shall sign and return NHC Environmental Management Contractor Compliance Requirements document (attached to the contract).

2.2.20 Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.2.21 Insurance

Before commencing any work and prior to contract execution, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 6.13, Contract draft. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

2.2.21a Minimum Scope and Limits of Insurance

Commercial General Liability

Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

The status of County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.

There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

Contractor's Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be excess of and not contribute with Contractor's insurance.

Workers' Compensation and Employer's Liability

Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents and employees for losses arising from work performed by Contractor for County.

Business Auto Liability

Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance. Builders Risk Insurance

Builders Risk Insurance

Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. Builders Risk

insurance shall name as insureds County, Contractor, and all subcontractors and sub-subcontractors in the work.

Builders Risk insurance shall cover the entire work at the site identified in this Contract, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

Contractor shall purchase and maintain boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation and until final acceptance by County. This insurance shall name as insureds County, Contractor, and all subcontractors and sub-subcontractors in the work.

Builders Risk Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse including collapse resulting from design error.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

Any failure to comply with reporting provisions of the policies listed in this agreement shall not affect coverage provided to County its officers, officials, and employees.

Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

Evidence of Insurance

Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.

With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub- contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Contractors' coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

Conditions

The insurance required for this contract must be on forms acceptable to County.

Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

Contractor shall promptly notify Environmental Management and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

- 2.2.22** The successful bidder will be a contractor familiar with this type of work with the necessary equipment and personnel to perform the work within the required time.
- 2.2.23** Costs incurred by prospective bidders in the preparation of the response to this Request for Bid are the responsibility of the responding bidder and will not be reimbursed by the County.
- 2.2.24 Federal Taxes:** New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation taxes.
- 2.2.25 North Carolina Sales Tax:** If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. County will pay North Carolina sales tax over and above bid prices when invoiced.

2.2.26 Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.3 References

The Contractor shall provide at least three (3) references of work completed of a similar nature. Contact information shall include company name, company address, contact name, contact phone number and contact email address.

2.4 TERM and TIME/COMPLETION SCHEDULE

The CONTRACTOR will commence services upon receipt of notice to proceed and purchase order, with all work being completed within sixty (60) days.

2.5 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

2.6 Minority Participation

The bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders should submit along with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract. The information will include:

1. Name, address, phone number, and email address of each minority firm.
2. Description of the work to be performed by each minority firm named.
3. Dollar value of the work to be performed by each firm named.

Section 3: Contract draft

- 3.1 Draft contract attached to this RFB.

Section 4: Scope of Work (also referred to as Contract "Exhibit A")

SCOPE OF WORK

4.0 GENERAL

4.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary permits and licenses to complete the scope of work.

4.02 Performance: The quality of workmanship concerning the Metal (Steel) Building and Loading Dock Construction must reflect professional work and conduct.

4.1 SCOPE OF WORK

4.10 Contractor shall provide turnkey services necessary to construct a new open-ended metal (steel) building, concrete curbing and truck loading dock including all site preparations, foundation work, grading, and permitting. The building dimensions will be approximately twenty four (24) feet deep by thirty five (35) feet long by sixteen (16) feet high. The loading dock will be approximately twenty five (25) wide by forty eight (48) inches high and capable of handling two (2) trucks at the same time. All bidders are encouraged to visit the site prior to submitting bids in order to fully understand the project details and witness the project location and all existing conditions. All components of the project shall, at a minimum, consist of the following items:

4.11 Metal Building

- Metal panel thickness 26 gauge
- 24' x 35' gable building with a 0.5:12 roof slope
- 130 mph wind load
- Eave height of approximately 16'-2" to allow for a 14' clear to lowest point of structure
- Building to have standard PBR wall panels (screw down type) on both side walls and on rear end wall
- Front side wall to be open and unobstructed
- Siding to terminate 1'-0" above finished floor
- Roof to be standard PBR screw down Galvalume
- Heavy duty commercial grade gutters and downspouts
- Colors for wall panels and trim to be selected from the manufacturer's standard color chart
- No insulation required

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- No electrical required
 - No plumbing required
 - Building steel components to be manufacturer's standard prime color
 - Anchor bolts to be galvanized

4.12 Foundation

- Foundation work shall include forming and pouring building footers necessary to meet permitting requirements
- Contractor to provide foundation designed by a NC licensed engineer to the load calculations provided by metal building manufacturer
- Building to be located along back edge of existing concrete slab as directed by owner
- Existing slab estimated to be 10" thick
- Saw cut and remove concrete to allow for new column footing
- Over cutting allowed
- Size of new footing, reinforcement and connection of new footing to be designed by contractor's engineer
- Concrete piers to be provided at column base plates bringing building up to a level condition
- All concrete to be disposed of on- site by owner

4.13 Concrete Curbs and Misc. Metal Supports

- Provide 6" wide by 8" tall stand-up concrete curb along rear end wall, right inside wall and left inside wall pinned to existing slab with #4 rebar dowels and two (2) #4 continuous horizontal pieces of rebar. Curb to run along inside face of building columns.
- Provide cast in place 3"x3"x1/4" angle supports into the curbing for concrete blocks utilized by owner. Angle should extend four (4) feet above ground surface and be flush with the face of the curbing. Suggested detail provided
- Provide and install five (5) 6" concrete filled steel bollards along outside of left building side wall, with two rows of 6" steel channel rails coped and welded at bollards. Rows of steel channel should be at eighteen (18) and thirty six (36) inches above the ground surface. Detail provided.
- Extend 6" x 8" curb detail along slab edge from left rear corner of building to the south for a distance of fifty (50) feet

4.14 Loading Dock

- Remove existing log and lumber retaining material to allow for installation of concrete retaining wall acting as loading dock.
- Remove existing angled section and approximately twenty five (25) additional linear feet of existing retaining system
- The loading dock shall be approximately twenty five (25) feet long with a height of forty eight (48) inches from ground surface to top of dock
- Saw cut and remove the monolithic curb from slab edge at new loading dock area
- New loading dock and related approach located so not to disturb existing groundwater monitoring well
- Contractor to provide a foundation and retaining wall designed by NC licensed engineer
- Top of wall footing to be at least one foot below final loading dock grade
- Loading dock shall be fitted with commercial grade wall mounted dock bumpers
- Wall thickness to be 10"
- Tie retaining wall to existing slab with rebar and an epoxy anchor system
- Pour an 8" welded wire fabric reinforced pad at loading dock
- All concrete to be 3000 psi concrete with entrained air

4.15 Loading Dock Turn Basin Grading

- Base of loading dock shall be graded by the contractor to allow stormwater to flow away from the dock
- The area to be graded is approximately 100' X 40' (the area is irregularly shaped)
- Toe of loading dock shall be undercut with an area approximately twenty five (25) feet long by twelve (12) feet wide
- Undercut area will be covered with fabric, eight (8) inches of ABC stone and then poured with an eight (8) inch welded wire fabric reinforced pad while maintaining proper loading dock height of forty eight (48) inches
- Contractor responsible to cover the remainder of the graded turn basin with road fabric and then top with eight (8) inches of ABC stone to obtain proper loading dock height

4.16 Existing Stormwater Drainage

- Contractor shall consider existing elevation of stormwater drainage piping when determining how to obtain the proper loading dock height of forty eight (48) inches
- The Contractor is responsible to relocate and change the elevation of the existing stormwater drainage piping if it is in the way

4.17 Permitting

- Contractor shall be responsible for any and all permits and all associated documentation necessary to complete the work

4.17 Warranty

- Contractor shall specify the warranty period for the metal building, which shall include all parts, labor and craftsmanship from date of installation
- The full cost of the warranty as specified herein shall be supported solely by the manufacturer and not in part by any other 3rd party or service provider
- Any potential actions that would potentially void the warranty must be clearly specified by the contractor

4.18 Steel Building and Loading Dock Location

- The metal building, curbing and loading dock shall be constructed at the existing construction, demolition, industrial, and commercial waste processing site.
- See rough schematic for the project attached to this set of bid specifications (Figure 1)
- The final location shall be agreed upon in the field with County staff

4.19 Site Preparation

- Contractor shall be responsible for locating all utilities prior to beginning the work
- Contractor shall be responsible for any needed site preparation work required to install the new building and loading dock
- Contractor shall be responsible for any costs arising as the result of hitting underground utilities

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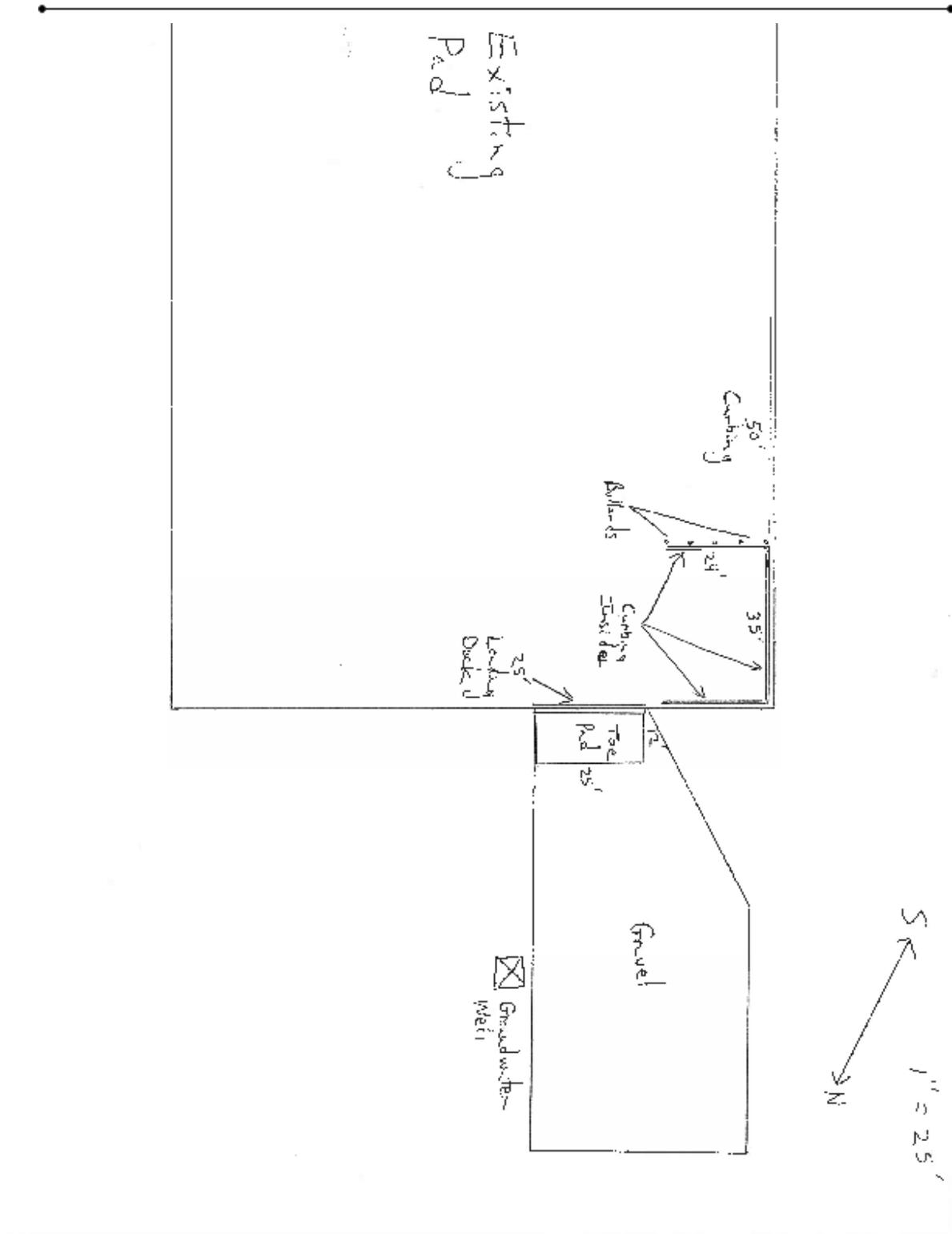
FIGURE 1: PROJECT SITE SCHEMATIC (see next page)

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4.2 CONTRACTOR SAFETY REQUIREMENTS

- 4.21** Contractor shall comply with all local, state and federal safety rules and regulations and shall sign and return NHC Environmental Management Contractor Compliance Requirements document (attached to the contract).
- 4.22** The Contractor shall be solely responsible for maintaining safety at all work sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to include traffic control.
- 4.23** The Contractor shall comply with all OSHA requirements including, but not limited to, notices and training.

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**NEW HANOVER COUNTY
METAL (STEEL) BUILDING AND LOADING DOCK CONSTRUCTION
Price Sheet/Bid Form**

TO: Kim Roane, Business Officer
New Hanover County
3002 Hwy. 421 North
Wilmington, NC 28401

DATE: _____ CONTRACTOR: _____

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, Metal (Steel) Building and Loading Dock Construction, dated July 31, 2013 including the following addenda;

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents for the following price:

1) Metal (Steel) Building: _____

2) Loading Dock: _____

TOTAL TURNKEY BID PRICE: _____

Signature

Title

State of Incorporation

NEW HANOVER COUNTY
Environmental Management Dept.
3002 U.S. Highway 421 North

Kim Roane, Business Officer
ph: 910-798-4402
fax: 910-798-4408

Wilmington, NC 28401

Email: kroane@nhcgov.com

**NEW HANOVER COUNTY
METAL (STEEL) BUILDING AND LOADING DOCK CONSTRUCTION CONTRACT
STATEMENT OF ASSURANCES AND COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents dated July 31, 2013, have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

_____ Name of Firm	_____ Name of Firm Representative
_____ Address of Firm	_____ Title
_____ Telephone Number	
_____ Date	
_____ State of Incorporation	

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this _____ day of _____, 2013 by and between NEW HANOVER COUNTY a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

ARTICLE I

GENERAL PROVISIONS

1. **Performance.** Contractor shall furnish all labor, materials and equipment and shall perform all work in the manner and form as provided by the specifications and documents, which are made a part hereof as if fully contained herein: **Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings for New Hanover County Landfill Building and Loading Dock Construction Project – New Hanover County, North Carolina, and all documents listed in the Table of Contents, attached hereto and incorporated herein.**

1.2.1 **No Privity with Others.** Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.2.2 **Successors and Assigns.** The County and Contractor bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the County and any surety to this contract.

1.3 The Contractor shall have a continuing duty to read, carefully study and compare each of the contract documents, the shop drawings and the product data and shall give written notice to the owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the County, the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this contract. THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.4 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.5 Ownership of Contract Documents. The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the County's prior written authorization.

1.6 The Work. The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

1.7 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of

any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Agreements, modifications, addenda, supplementary conditions, special conditions, instructions to bidders, general conditions, specifications, and drawings for New Hanover County Landfill Building and Loading Dock Construction Project located in New Hanover County, NC, in accordance with the contract documents, specifications and drawings, attached hereto and incorporated herein.

1.8 Independent Contractor. It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

ARTICLE II

TIME AND LIQUIDATED DAMAGES

2.1 The Contractor shall commence the Work upon receipt of a Notice to Proceed and shall achieve Substantial Completion of the Work no later than NINETY (90) calendar days hereafter. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

2.2 The Contractor shall pay the County the sum of Two Hundred (\$200) Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidating damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of executing this Contract. When the County reasonably believes that Substantial Completion will be inexcusably delayed, the County shall be entitled, but not required, to withhold from any

amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

2.3 Substantial Completion. "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the New Hanover County Water and Sewer District accepts the work.

2.4 Term of Contract. Contractor shall commence work at Notice to Proceed and contract shall be completed within _____ (_____) calendar days from said Notice.

ARTICLE III

CONTRACT CHANGES

3.1 Changes Permitted. Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

3.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

3.3 Change Order Defined. Change Order shall mean a written order to the Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

3.4 Changes in the Contract Price. Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both

parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided herein.

3.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the County or to the Contractor, the applicable unit prices shall be equitably adjusted.

3.6 Effect of Executed Change Order. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

3.7 Minor Changes. The County or Agent may order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not consistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall not be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

3.8 Notification of Surety. The Contractor shall provide surety bonds whereby surety waives notice of any change, including changes of time, to the construction contract or to related subcontracts, purchase orders, and other obligations.

ARTICLE IV

CONTRACT PRICE AND COMPLETION

4.1 The Contract Price. The County shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, said sum shall not exceed _____ (**\$ _____**) **Dollars.** The sum set forth in this Paragraph shall constitute the maximum Contract Price that shall not be modified except by Change Order as provided in this Contract.

4.2. Schedule of Values. Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the County a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of

Values shall be prepared in such form, with such detail, and supported by such data as the County may require substantiating its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the County.

4.3 Payment Procedure. The County shall pay the Contract Price to the Contractor as provided below.

4.3.1 Progress Payments. Based upon the Contractor's Applications for Payment submitted to the County, the County shall make appropriate progress payments to the Contractor on account of the Contract Price.

4.3.2 To ensure proper performance of the Contract, the County will retain five percent (5%) of the amount of each approved Pay Application until the project work is 50% complete provide that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the Construction Manager. If the County determines the Contractor's performance is unsatisfactory, the County may reinstate retainage in the amount of five percent (5%) for each subsequent periodic Pay Application until the Contractors' performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding he value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, the County may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the County to retain two and one half percent (2 ½%) total retainage through the completion of the project. Within sixty (60) days after the submission of a final pay request, the County with written consent of the surety shall release to the Contractor all retainage on payments held by the County if (1) the County receives a certificate of substantial completion from the

architect, engineer, or designer in charge of the project; or (2) the County receives beneficial occupancy or the use of the project. However, the County may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the Contractor's surety, if received. Retainer provisions contained in the Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson and demolition) and to coordinate the release of retainage for such trades from the retainage held by the County from the Contractor pursuant to statute. Nothing shall prevent the County from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction or remedied, disputed work or third-party claims filed against the county or reasonable evidence that a third-party claim will be filed. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the County, that the County has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the County shall review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The County shall determine the amount properly owing to the Contractor. The County shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the County's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the County less

such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by this Contract.

4.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the County no later than at the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest, or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

4.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.6 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

4.7 Withheld Payment. The County may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

a) defective Work not remedied by the Contractor nor, in the opinion of the County, likely to be remedied by the Contractor;

b) claims of third parties against the County or the County's property;

c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract price;

- e) evidence that the Work will not be completed in the time required for substantial or final completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the County or a third party to whom the County is, or may be, liable.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph, the Contractor shall promptly comply with such demand.

4.8 When the Contractor believes that the Work is finally complete, the Contractor shall submit to the Senior Project Manager or Agent a list of items to be completed or corrected. When the Senior Project Manager or Agent on the basis of an inspection determines that the Work is in fact finally complete, a Certificate of Final Completion will be prepared establishing the date of Final Completion. Guarantees required by the Contract shall commence on the date of Final Completion of the Work. The Certificate of Final Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

4.9 Completion and Final Payment. When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the County thereof in writing. Thereupon, the County will make final inspection of the Work for purposes of final payment. If the Work is complete in full accordance with this Contract and this Contract has been fully performed, the County may proceed with payment.

4.10 If the Contractor fails to achieve final completion within the time fixed therefor by the County in its Certificate of Substantial Completion, the Contractor shall pay the County the sum of One Thousand Dollars (1,000.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of executing this Contract. When the County reasonably believes that final completion will be unexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount

then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.11 The Contractor shall not be entitled to final payment unless and until it submits to the County its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the County, the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

4.12 The County shall make final payment of all sums due the Contractor within ten (10) days of the County's execution of a final Certificate for Payment.

4.13 Acceptance of final payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE V

COUNTY RIGHTS AND DUTIES

5.1 Information, Services and Things Required From County. The County shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and not for any other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall

have no liability therefor. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

5.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

5.3 The County shall furnish the Contractor, free of charge, 4 copies of the Contract Documents for execution of the Work. The Contractor will be charged, and shall pay the County, \$50.00 per additional set of Contract Documents that it may require.

5.4 Right To Stop Work. If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

5.5 Owner's Right to Perform Work. If the Contractor's Work is stopped by the County under above Paragraph, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage will be eliminated or corrected, then the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

5.6 Correction of Defects. County shall give Contractor reasonably prompt notice of all observable defects. If Contractor fails to perform corrective work within a reasonable time, County may perform such work and charge Contractor for the costs thereby incurred.

5.7 No Waiver of Legal Rights. Upon completion of the contract work, County will promptly make final inspection and notify Contractor of final acceptance.

However, final acceptance shall not preclude or estop County from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall County be precluded or estopped from recovering overpayments from Contractor or his surety, or both. A waiver on the part of the County of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

5.8 County May Accept Defective or Nonconforming Work. If the County chooses to accept defective or nonconforming Work, the County may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE VI

CONTRACTOR DUTIES

6.1 Consistent with the Contractor's continuing duty set forth herein, the Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

6.2 The Contractor shall perform the Work strictly in accordance with this Contract. The Contractor shall be responsible for verifying all permits have been obtained prior to beginning work.

6.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort, and attention. The Contractor shall be responsible to the

County for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

6.4 Warranty. The Contractor warrants to the County that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, in a workmanlike manner, so as to meet the standards of workmanlike quality prevailing in North Carolina at the time of construction, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Contractor shall be responsible for all costs, damages and expenses including, but not limited to, penalties, fines and fees, that the County may incur as a result of Contractor's failure to perform under this Agreement.

6.5 Supervision. The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County.

6.6 The Contractor, within ten (10) days of award of Contract, shall submit to the County for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly, and updated with each pay application, (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the County. Failure by the Contractor to comply strictly with the provisions of this Paragraph shall constitute a material breach of this Contract.

6.7 The Contractor shall continuously maintain at the site, for the benefit of the County, one record copy of this Contract marked to record on a current basis changes, selections, and modifications made during construction. Additionally, the Contractor shall maintain at the site for the County the approved Shop Drawings,

Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the County.

6.8 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the County. Approval by the County, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

6.9 Cleaning the Site and the Project. The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

6.10 Access to Work. The County shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

6.11 Permits and Licenses. Contractor shall procure all applicable permits and licenses, including permits and licenses required pursuant to applicable patent and copyright laws, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful prosecution to the work. There will be no charge for County building permits.

6.12.1 Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless New Hanover County, its agents and employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6.12.2 In claims against any person or entity indemnified under this Paragraph Indemnity, by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.13. Minimum Scope and Limits of Insurance

6.13.1 Commercial General Liability

6.13.1.1 Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

6.13.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

6.13.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

6.13.1.4 The status of County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.

6.13.1.5 There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

6.13.1.6 Contractor's Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be excess of and not contribute with Contractor's insurance.

6.13.2 Workers' Compensation and Employer's Liability

6.13.2.1 Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

6.13.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

6.13.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents and employees for losses arising from work performed by Contractor for County.

6.13.3 Business Auto Liability

6.13.3.1 Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

6.13.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

6.13.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

6.13.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or

self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance. Builders Risk Insurance

6.13.4 Builders Risk Insurance

6.13.4.1 Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. Builders Risk insurance shall name as insureds County, Contractor, and all subcontractors and sub-subcontractors in the work.

6.13.4.2 Builders Risk insurance shall cover the entire work at the site identified in this Contract, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

6.13.4.3 Contractor shall purchase and maintain boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation and until final acceptance by County. This insurance shall name as insureds County, Contractor, and all subcontractors and sub-subcontractors in the work.

6.13.4.4 Builders Risk Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse including collapse resulting from design error.

6.13.5 Deductibles and Self-Insured Retentions

6.13.5.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

6.13.5.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

6.13.6. Miscellaneous Insurance Provisions

6.13.6.1 The policies are to contain, or be endorsed to contain, the following provisions:

6.13.6.2 Any failure to comply with reporting provisions of the policies listed in this agreement shall not affect coverage provided to County its officers, officials, and employees.

6.13.6.3 Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

6.13.6.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6.13.7 Acceptability of Insurers

6.13.7.1 Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

6.13.8 Evidence of Insurance

6.13.8.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

6.13.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.

6.13.8.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon

renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

6.13.9 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Contractors' coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

6.13.10 Conditions

6.13.10.1 The insurance required for this contract must be on forms acceptable to County.

6.13.10.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

6.13.10.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

6.13.10.4 Contractor shall promptly notify Environmental Management and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

6.13.10.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.13.10.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

6.13.10.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

6.13.10.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

6.13.10.9 Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

6.13.10.10 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

ARTICLE VII

CLAIMS

7.13.1 Claims by the Contractor. All Contractor claims shall be initiated by written notice and claim to the County. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

7.13.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the County shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by the County, and the Contractor.

7.13.2 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the

County written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

7.13.3.1 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the County written notice thereof within fifteen days after the occurrence of the event giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation. No such claim shall be valid unless so made.

7.13.3.2 In connection with any claim by the Contractor against the County for compensation in excess of the Contract Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

7.13.4.1 Claims for Additional Time. If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting in the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the County, for such reasonable time as the County may determine by written change order. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice

and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for extension of time shall be waived.

7.13.4.2 If the Contractor is delayed in the progress of the work for any reason, including any act or neglect of Owner, any of its employers or agents, or any separate contractor employed by the Owner, an extension of time shall be the Contractor's exclusive remedy and the Contractor waives any right it may otherwise have to damages because of delays or disruptions of any nature whatsoever to all or any part of the Work including, that this provision in itself shall not preclude the Contractor from recovering damages for delays solely by acts of the Owner or its agent.

7.13.4.3 Conflict of Interest. No party hereto shall acquire or possess any interest, either direct or indirect, in any aspect of the subject property to be constructed or renovated hereunder.

ARTICLE XIII

SUBCONTRACTORS

8.1 Subcontractors. A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

8.2 Award of Subcontracts. Upon execution of the Contract, the Contractor shall furnish the County, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The County shall within ten (10) days reply to the Contractor, in writing, stating any objections the County may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the County has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

8.3 All Subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the County against the Contractor herein, including those rights afforded to the County hereunder by the Subparagraph captioned, Termination by Owner.

ARTICLE IX
TERMINATION

9.1.1 Termination by the Contractor. If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the County terminate performance under this Contract and recover from the County payment for the actual reasonable expenditures of the Contractor for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

9.1.2 If the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the County. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under this Contract for convenience pursuant to this agreement.

9.2.1.1 Termination by the Owner - For Convenience. The County may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The County shall give written notice of such termination to the Contractor specifying when termination becomes effective.

9.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

9.2.1.3 The Contractor shall transfer title and deliver to the County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

9.2.1.4 (a) The Contractor shall submit a termination claim to the County specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the County. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the County shall pay the Contractor, an amount derived in accordance with subparagraph [c] below.

(b) The County and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant hereto. These costs shall not include amounts paid in accordance with other provisions hereof.

9.2.2.1 For Cause. If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely and/or competent manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this

Contract, then the County may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials thereon owned by the County and may finish the Work by whatever methods it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

9.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the County's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such cost exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

9.2.2.3 In the event the employment of the Contractor is terminated by the County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under first paragraph and the provisions of such paragraph shall apply.

ARTICLE X

COMPLIANCE WITH LAWS

10.1 Laws To Be Observed. Contractor shall observe and comply with all Federal and State laws, including Department of Labor Health and Safety Regulations, and all local laws, ordinances and regulations, which in any way affect the conduct of the contract work. Contractor shall have the duty to maintain safety on the job site. Any violations OSHA or other Federal, State or local laws, rules or regulations pertaining to safety shall be the sole responsibility of the Contractor and not the owner. The Contractor shall fully indemnify and hold owner harmless for any such safety violations assessed against owner.

10.2 Contractor shall comply with N.C.G.S. Chapter 87, Article 8 and provide all notification required by statute and Contractor shall be responsible for cost of repair to all utilities damaged during construction.

10.3 Taxes. Contractor shall pay all applicable Federal, State and local taxes, including sales taxes on all equipment and materials used in the project. County is qualified to receive all sales taxes paid on the project as a rebate. Contractor shall

submit a statement showing the invoice, sales taxes paid to State, sales taxes paid to county of vendor's location, and name of county of all material and equipment used in the project. A tax statement shall be submitted with each pay request and shall be accompanied by an affidavit verifying validation.

10.4.1 Contractor Nondiscrimination. Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

10.4.2 Goal for Participation by Minority Businesses. It is the policy of the County that minority businesses shall have the maximum opportunity to participate in the performance of contracts financed with public money including contracts awarded pursuant to the requirements of Article 8 of the N.C.G.S.

New Hanover County, has adopted a **ten percent (10%)** verifiable goal for participation by minority businesses in the total value of work required by the terms and conditions of this contract.

Contractor covenants and agrees to comply with said policy of the County and the provisions of N.C.G.S. Article 8 and shall follow County guidelines specifying the actions that Contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in this contract.

ARTICLE XI

INTERPRETATION

11.1 Intent and Interpretation. The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the contract price. The contract documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidder, General Conditions, Specifications and Drawings.

11.1.1 Law Applied. All of the terms and conditions contained in the contract documents shall be interpreted in accordance with the laws of the State of North Carolina.

11.1.2 Arbitration. Arbitration of claims, disputes and questions arising under this contract may only be used when both parties agree to arbitrate. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. In no event shall fewer than three (3) arbitrators be used; County and Contractor shall each select one (1) arbitrator and the two (2) arbitrators shall select a third. The award rendered by the arbitrators shall be final, specifically enforceable and recordable as a judgment in any court having jurisdiction thereof.

11.2.1 Entire Agreement. This agreement and the noted documents and specifications constitutes the entire understanding of the parties. The contract documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings

11.2.2 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

11.2.3 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the Contract.

11.2.4 Shop Drawings, Product Data and Samples. Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

11.2.5 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no

generally accepted meaning in the construction industry, according to its common and customary usage.

11.2.6 The words "include," "includes," or "including," as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.7 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.2.8 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.9 Dispute Resolution. The County hereby adopts those dispute resolutions procedures promulgated by the State Building Commission, as amended from time to time by the Commission or County. Said procedures shall be available to address any issues arising out of the contract or construction process wherein the matter in controversy exceeds Fifteen Thousand (\$15,000.00) Dollars. Should the Contractor herein utilize such dispute resolution procedures it must pay half of any administrative costs to be incurred by the County in conducting the dispute resolution.

12. County Nondiscrimination. The County covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the County's performance under this Cooperative Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable.

13 Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Environmental Management
Attention: Kim Roane, Business Officer
3002 Highway 421 North
Wilmington, North Carolina 28401

To Contractor:

14. Contract Under Seal. The parties hereto expressly agree to create a contract under seal.

IN WITNESS WHEREOF, the parties have affixed their hands and seals and caused the execution of this instrument, by authority duly given and on the day and year first above written.

NEW HANOVER COUNTY

[SEAL]

_____ County Manager

ATTEST:

Clerk to the Board

CONTRACTOR

[CORPORATE SEAL]

President

ATTEST:

Secretary

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

Approved as to form:

County Finance Director

County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Sheila L. Schult personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _____ Manager, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this ____ day of _____, 2013.

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is Secretary of _____, a _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its official seal and attested by herself as its Secretary.

WITNESS my hand and official seal, this ____ day of _____, 2013.

Notary Public

My commission expires: _____



Contractor Compliance Requirements

Introduction

The safety and health of all contractors, customers, and employees of the New Hanover County Department of Environmental Management is of primary importance. As a result, the prevention of occupationally induced injuries and illnesses will be given precedence over operating productivity whenever necessary.

Our goal is to maintain a safety and health program conforming to all applicable OSHA standards and to lead in safety program management within our industry. To be successful will require contractor cooperation in all safety and health matters.

As a contractor you will be required, as part of your contract, to take an active role in the Department of Environmental Management safety and health program. The following contractor safety and health requirements, when adhered to, will ensure safety for contractors, customers, and County employees. Additionally, potential damage to equipment and property will be avoided. It is impossible to document all possible situations or to provide precise guidance for every contingency a contractor may encounter in the course of their work. However, adherence to the rules as written and the desire to apply safe work practices will result in the highest level of safety.

General Requirements

1. All contractor employees shall abide by the Department of Environmental Management safety and health rules and regulations at all times. The DEM Safety Manual is available for copy or review in each of the Department's offices.
2. The contractor and all contracted employees are required to follow the procedures for signing in and out. Procedures may differ depending on the section of the department the contractor is working in; they will be explained fully before the work begins.
3. The contractor shall have a competent individual in charge at the job site to supervise the job, conduct an adequate accident prevention program, and ensure compliance to OSHA and DEM rules.
4. All accidents or injuries shall be reported immediately to the DEM Project Manager or Safety Manager.
5. Contractor employees are not allowed to enter areas other than the work site, unless it is required for the performance of their job.
6. The contractor shall inform the Project Manager of any known hazardous conditions that exist, due to the contract work being done, in areas where Departmental employees may be exposed to the known hazards.
7. The contractor shall provide Material Safety Data Sheets for all containers of hazardous substances brought onto DEM property.
8. The contractor shall sign the "Contractor Hold Harmless" waiver form in order to use any Department equipment.
9. Periodic job site inspections will be conducted by the DEM Project Manager or Safety Manager to ensure that the job is proceeding safely in accordance with safety rules.
10. Violation of these rules is grounds for immediate termination of contract work.

Standards of Conduct

The Department of Environmental Management has established standards to ensure the smooth, safe, and efficient operations of the Department. Violation of these standards is considered serious and may lead to termination of the contract. The following are prohibited:

1. Willful damage to any Departmental property, customer property, or the property of Department employees.
2. Possession, use, or distribution of alcohol, narcotics, or illegal drugs on Department property.
3. Possession of firearms, ammunition, concealed weapons, or explosives (unless properly authorized).
4. Abusive or threatening language, harassment, disrespectful behavior, workplace violence, or interfering with the work of Department employees.
5. Theft or attempted theft from the Department or Department employees.
6. Refusal to perform contracted work or refusal to obey instructions.
7. Sleeping on the job.
8. Negligence or conduct which could result in injury or damage to property.
9. Falsification of documents.

Contractor Safety Training

Please place a check by each of the following categories in which one or more of your employees has been trained. It is understood that not all contractors will have employees who are trained in all of the areas listed.

- Personal Protective Equipment
- First Aid and CPR
- Lockout/Tagout
- Confined Space Entry
- Respiratory Protection
- Hazardous Communication
- Material Safety Data Sheets
- Fire Prevention and Protection
- Fall Protection
- Scaffolding
- Heavy Equipment Training/Certification (includes bulldozer, loader, forklift, excavator, grader, roller, back-hoe, bobcat)
- Welding, Cutting, and Brazing
- Electrical Safety
- Trenching/Excavation
- Other _____
- Other _____

* If the contracting company has ten (10) or more employees, they will be required to present OSHA 300 Logs, at a minimum for the past three calendar years, along with their bid.

The Department of Environmental Management reserves the right to ask for any training records from the categories that were checked above. The County reserves the right to reject the bid of any firm that cannot document proper safety training as it relates to conducting the work included in the contract.

Contractor Agreement to Comply

I, _____, a representative of _____ do hereby acknowledge that my company has received a copy of the guidelines governing contract work being performed on New Hanover County Department of Environmental Management property. It is agreed that as part of the contract my company and its employees will comply with these guidelines and all the written programs which apply to the work being performed.

Signed _____ Date _____

(Contractor)

Please return this signed page to the designated Department of Environmental Management Project Manager. A copy of the signed form will be kept in the Safety Officer's files.

NEW HANOVER COUNTY MBE/WBE SUBCONTRACTOR CONTACT SCHEDULE

Prime Contractor: _____

Project: _____

Bid Date: _____

Date Contacted	Name of Person Spoken to During Contact	Name & Address of MBE/WBE Firm	Phone Number of MBE/WBE Firm	Email	Work Item To Be Performed	Response of MBE/WBE Firm	Price Quote

I hereby certify that the subcontractors listed above were contacted by my firm, and requested to submit quotes on the above-referenced project. All interested subcontractors were negotiated with in good faith.

Signed: _____ Title: _____

Print Name: _____ Phone Number: _____



REPORT OF PARTICIPATING SUBCONTRACTORS & SUPPLIERS

Please supply data for all subcontractors and suppliers, whose services will be utilized on the project being bid upon by your firm. **Attach this document and submit along with the bid proposal.**

BIDDER'S NAME: _____ PROJECT: _____

AMOUNT OF BID: \$ _____ VALUE OF SUBCONTRACTS: \$ _____

SUBCONTRACTORS & SUPPLIERS

Name of Firm: _____ MBE WBE OTHER

Address: _____

Phone Number: _____

Owner's Name(s): _____ Email: _____

(1) SUBCONTRACTOR SUPPLIER

Work/Service To Be Performed: _____

Amount To Be Paid: \$ _____ % Of Total Contract: _____ %

Name of Firm: _____ MBE WBE OTHER

Address: _____

Phone Number: _____

Owner's Name(s): _____ Email: _____

(2) SUBCONTRACTOR SUPPLIER

Work/Service To Be Performed: _____

Amount To Be Paid: \$ _____ % Of Total Contract: _____ %

Name of Firm: _____ MBE WBE OTHER

Address: _____

Phone Number: _____

Owner's Name(s): _____ Email: _____

(3) SUBCONTRACTOR SUPPLIER

Work/Service To Be Performed: _____

Amount To Be Paid: \$ _____ % Of Total Contract: _____ %

Name of Firm: _____ MBE WBE OTHER

Address: _____

Phone Number: _____

Owner's Name(s): _____ Email: _____

(4) SUBCONTRACTOR SUPPLIER

Work/Service To Be Performed: _____

Amount To Be Paid: \$ _____ % Of Total Contract: _____ %

Name of Firm: _____ MBE WBE OTHER

Address: _____

Phone Number: _____

Owner's Name(s): _____

(5) SUBCONTRACTOR SUPPLIER

Work/Service To Be Performed: _____

Project Commitment Date: _____ Completion Date: _____

Amount To Be Paid: \$ _____ % Of Total Contract: _____ %

Total MBE \$: _____ (%) Total WBE \$: _____ (%) Total Other \$: _____ (%)

