

BID PROPOSAL AND SPECIFICATIONS

DUMPSTER SERVICES

RFB # 14-0297



COUNTY COMMISSIONERS

WOODY WHITE, CHAIRMAN

BETH DAWSON, VICE-CHAIRMAN

JONATHAN BARFIELD, JR.

BRIAN BERGER

THOMAS WOLFE

CHRIS COUDRIET, COUNTY MANAGER

SECTION 1 - RFP INSTRUCTIONS AND SERVICE REQUIREMENTS

1.1. Scope of Work

This proposal is to secure a Contractor to provide dumpster service at County buildings and facilities See proposal page for varies locations and schedules in accordance of exhibit A.

1.2. Preparation of Proposal

1.2.1. Completion of Bid Form

It is requested that your bid be on the bid proposal form contained in this bid package; however, failure to do so does not disqualify your bid. All prices and notations shall be written in ink or typed. 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.

1.2.2. Deviations

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to 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.

1.3. Submission of Proposal

Submit your bid by ***2:00 p.m., Wednesday, May 14, 2014*** to the following address:

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

Bidders shall submit one (1) original and one (1) hard copy of the bid proposal along with an electronic copy submitted via CD or a flash drive. All prices shall be in ink or typed.

1.4. Trade Secret Confidentiality

This is an ***RFP*** and therefore, all proposals received by the deadline will remain confidential until the Award is made and a Purchase Order is issued by the County. **After the award and issuance of the purchase order, all proposals are considered**

public record and available for public inspection. 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 contractor while attempting to maximize the availability of information to the public.

1.5. Late Proposals

Any bids received after the scheduled closing time for the receipt of bids will not be considered.

1.6. Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids; however, no bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

1.7. Federal Taxes

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

1.8. 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.

1.9. Price

Bidder shall guarantee the prices quoted against any increase for whatever delivery date is specified and contract period required.

1.10. 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.

1.11. Addendum

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be posted on the NHC Finance Dept. website and mailed to all bidders who are listed with the Environmental Management Department as having received the bid package.

1.12. Compliance with Bid Requirements

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

1.12.1 E-Verify Compliance.

Pursuant to Session Law 2014-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County shall be provided affidavits attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

1.13. Right to Reject Bids

The County reserves the right to reject any or all bids.

1.14. Fees

All fees must be quoted in proposal. Any fee not quoted in proposal shall not be paid by the County.

1.15. Insurance Requirements

Before commencing any work, 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 this Agreement. 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, its agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

1.16. Minimum Scope and Limits of Insurance

A. 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.

1. 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).

2. 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 36 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the 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
3. 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.
4. 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.
5. The 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, agents and employees shall be excess of and not contribute with the Contractor's insurance.

B. Workers' Compensation and Employer's Liability

1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
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.
3. The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from work performed

by the Contractor for County.

C. Business Auto Liability

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.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
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.
4. The 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 the Contractor's insurance.

D. Deductibles and Self-Insured Retentions

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 the Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.
2. The 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.

E. Miscellaneous Insurance Provisions

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

1. Any failure to comply with reporting provisions of the policies listed in Section I. shall not affect coverage provided to New Hanover County its officers, officials, and employees.
2. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to New Hanover County, 230 Government Center Drive #125, Wilmington, NC 28403.

3. 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.

F. 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 specific approval has been granted by New Hanover County.

G. Evidence of Insurance

1. The Contractor shall furnish New Hanover 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.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section I.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to New Hanover 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.

H. Subcontractors

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

I. Conditions

1. The insurance required for this contract must be on forms acceptable to New Hanover County.
2. Where circumstances warrant, New Hanover 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.

3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in Section I. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.
4. The contractor shall promptly notify 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.
5. New Hanover County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
6. Failure of New Hanover County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of New Hanover 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.
7. By requiring insurance herein, New Hanover County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to New Hanover County in this contract.
8. If Contractor fails to maintain the insurance as set forth herein, New Hanover County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
9. The contractor or his engineer may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
10. New Hanover County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor 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 New Hanover County.

1.17. Indemnify and Hold Harmless

Contractor shall indemnify and hold New Hanover County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees, and subcontractors.

1.18. Award

An award resulting from this RFP shall be awarded to the responsive and responsible Bidder whose proposal is determined to be most advantageous to the County taking into consideration price and other factors; however, the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether a bidder's proposal has or has not satisfactorily met the requirements of this RFP.

COUNTY DUMPSTER SERVICES

Deadline for Receipt of Proposals: Wednesday, May 14, 2014 at 2:00 PM

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Required Attachments to Bid Proposal Form: (Failure to include these documents will result in your bid being disqualified).

- 1. Proof of Insurance (Copy of your certificate)**
- 2. E-Verify Affidavit**
- 3. Cost Proposal**

The Bidder is:

- An Individual
- A Partnership
- A Joint Venture consisting of: _____
- A Corporation organized under the laws of the State
of _____
(List name of state appearing on the corporate seal and
affix seal below where indicated.)

Printed Name: _____

Signature: _____

Title: _____

Company: _____

Phone Number _____

Email Address: _____

Cost Proposal (Exhibit A)

New Hanover County Fire Stations

LOCATION	ADDRESS	NUMBER OF CONTAINERS	CAPACITY OF CONTAINERS	FREQUENCY OF SERVICE	MONTHLY RATE	EXTRA DUMP
Castle Hayne Fire Station #41	5311 Castle Hayne Road	1	4F	Every 2 weeks		
Federal Point Fire Station #91	9815 River Road	1	4F	1 time per week		
421 Fire Station #51	3805 Hwy 421 N	1	2F	1 time per week		
Murrayville Fire Station #52	5901 Murrayville Road	1	4F	1 time per week		
Myrtle Grove Fires Station #31	5636 Carolina Beach Road	1	4F	1 time per week		
Ogden Fire Station #61	7375 Market Street	1	4F	1 time per week		
Porters Neck Fire Station #62	8310 Shiraz Way	1	4F	1 time per week		
Wrightsboro Fire Station #11	3515 North Kerr Avenue	1	6F	Every 2 weeks		

Cost Proposal

New Hanover County Buildings

LOCATION	ADDRESS	NUMBER OF CONTAINERS	CAPACITY OF CONTAINERS	FREQUENCY OF SERVICE	MONTHLY RATE	EXTRA DUMP
Aging	2222 S. College Road	1	8F	2 times per week		
Aging	2222 S. College Road	1	8F OCC	1 time per week		
Airle Gardens	300 Airle Gardens Road	1	4F	1 time per week		
Animal Services	180 Division Drive	1	4F	1 time per week		
CSI Building/Jail	3950 Juvenile Center Road	1	6F	1 time per week		
Cooperative Extension	6206 Oleander Drive	1	8F	1 time per week		
EMS	218 N 2nd Street	2	95 gal roll-out	1 time per week		
Gang Task Force	718 S. 3rd Street	1	4F	1 time per week		
Government Center	230 Government Center Drive	2	8F	2 times per week		
Health Department	2029 S. 17th Street	1	8F	5 times per week		
Jail/Detention Center	3950 Juvenile Center Road	4	8F	5 times per week		
Judicial Building	314 Princess Street	1	8F	5 times per week		
Library - Main (Parking Deck)	201 Chestnut Street	1	8F	3 times per week		
Library - Northeast Branch	1241 Military Cutoff Road	1	8F	2 time per week		
Medic #1	3830 Juvenile Center Drive	1	95 gal roll-out	1 times per week		
Museum, Cape Fear	814 Market Street	1	4F	2 times per week		
Property Management	200 Division Drive	2	8F	3 times per week		
Sheriff's Firing Range	1235 Hwy 421 North	1	4F	1 time per week		
Social Services	1650 Greenfield Street	1	8F	2 times per week		

Cost Proposal
New Hanover County Parks

	PERIOD 03/16/13 to 11/15/13	MONTHLY RATE	PERIOD 11/16/13 to 03/15/14	MONTHLY RATE	EXTRA DUMP
NORTH DISTRICT					
Ogden Park					
Market Street Fields - Baseball	(1) 8 yard with 2 x week service		(1) yard with 1 x week service		
225 Ogden Park Drive	M/F preferred		M preferred		
Wilmington, NC 28403					
Opens daily @ 8AM					
Gordon Rd Fields - Soccer/Football	(1) 8 yard with 2 x week service		(1) 8 yard with 2 x week service		
615 Ogden Park Drive	M/F preferred		M/F preferred		
Eaton Elementary Fields	(1) 8 yard with 2 x week service		None		
6701 Gordon Road	M/F preferred				
(gravel lot of Ogden Park Drive)					
Cape Fear Optimist	(1) 8 yard with 2 x week service		(1) 8 yard with 1 x week service		
3222 N Kerr Avenue	M/F preferred		M preferred		
Wilmington, NC 28405					
CENTRAL DISTRICT					
Hugh MacRae Park	(3) 8 yard with 2 x week service		(2) 8 yard with 2 x week service		
314 Pine Grove Drive	M/F preferred		M/F preferred		
Wilmington, NC 28409					
Opens daily @ 8AM					
(parking lot at WPO Baseball)					
SOUTH DISTRICT					
Veterans Park	(3) 8 yard with 2 x week service		(2) 8 yard with 2 x week service		
835 Halvburton Memorial Parkway	M/F preferred		M/F preferred		
Wilmington, NC 28403					
Accessible 24/7 (near water tower)					
Cape Fear Regional Soccerplex	(1) 8 yard with 1 x week service		(1) 8 yard with 1 x week service		
205 Sutton Steam Plant Road	(6) 96RECY 1 x week service		(6) 96RECY 1 x week service		

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this _____ day of _____ 2014 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, hereinafter referred to as "Contractor."

WITNESSETH:

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

1. **Scope of Services.** Contractor shall provide dumpster services at various County buildings and facilities in Wilmington, North Carolina as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

2. **Time of Performance.** The term of this Agreement shall be from July 1, 2014 until midnight on June 30, 2016.

3. **Payment.** County hereby agrees to pay for the cost of this Contract not to exceed a sum of _____ (\$ _____) Dollars.

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. 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 Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1 Commercial General Liability

7.1.1 Contractor shall maintain Commercial General Liability (CGL) 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 work or services, or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL 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.

7.1.3 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.

7.1.4 Contractor's CGL 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.

7.2 Workers' Compensation and Employer's Liability

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

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

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

7.3 Business Auto Liability

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

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

7.3.3 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.

7.3.4 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.

7.4 Deductibles and Self-Insured Retentions

7.4.1 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, or employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, regardless of whether County is an insured under the policy.

7.5 Miscellaneous Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

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

7.5.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be 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.

7.5.3 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.

7.6 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.

7.7 Evidence of Insurance

7.7.1 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 or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

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

7.7.3 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.

7.8 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9 Conditions

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

7.9.2 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.

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

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

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

7.9.6 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.

7.9.7 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.

7.9.8 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.

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

7.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the work or service area 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.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to

exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

12. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

13. Subcontracts. The Contractor shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

14. Entire Contract. This Contract constitutes the entire understanding of the parties.

15. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

16. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

17. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

18. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

19. E-Verify Compliance. Pursuant to Session Law 2014-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County shall be provided affidavits attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

20. 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
Attn: Kim Roane, Business Officer
3002 U.S. Hwy 421 N.
Wilmington, NC 28401

To Contractor:

21. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

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

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

[SEAL]

NEW HANOVER COUNTY

County Manager

ATTEST:

Clerk to the Board

CONTRACTOR

President

(Seal)

[CORPORATE SEAL]

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 acknowledged that she is Clerk to the Board of 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 _____ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2014.

Notary Public

My commission expires: _____

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public in and for the State and County aforesaid, certify _____, President of _____, personally came before me this day and the foregoing instrument was signed in its name as its name and sealed with its corporate seal.

WITNESS my hand and official seal, this _____ day of _____, 2014.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 2014.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2014.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)