# RFB #15-0324
# Scale Purchase and Installation Project
# ADDENDUM #1, April 23, 2015
# Answers to Questions from Bidders

**THE DEADLINE FOR THE RECEIPT OF BIDS HAS BEEN EXTENDED TO MONDAY, MAY 4TH, 2015 AT 2:00 P.M. THE PUBLIC BID OPENING WILL BE STILL BE HELD IN FINANCE CONFERENCE ROOM 500 AT THE NEW HANOVER COUNTY GOVERNMENT CENTER, 230 GOVERNMENT CENTER DRIVE.**

- **Is a site drawing available?**
  - **Yes, a site drawing is attached to this document.**
- **Does this project require a licensed General Contractor and Electrical Contractor?**
  - **This project does not require a licensed General Contractor. Electrical work must be performed by a licensed electrical contractor, which may be an approved subcontractor.**
- **Is there a list of scale manufacturers that the County would like us to contact for pricing?**
  - **Bidders may include scales meeting the minimum bid specifications included in RFB#15-0324**
- **How close to the existing scale is the new scale to be placed?**
  - **There will need to be sufficient space between the scales to allow an employee to walk between the scales to inspect and maintain the area on both sides of the scale.**
- **Will the height of the scale be the same as the existing or just a normal height at 14-18" above ground?**
  - **The height of the scale is to be at the normal height above ground, approximately at 14"-18". Please note the height in the bid documents submitted with the price sheet.**
- **Will the existing road gate (for the new scale) stay in place?**
  - **No. The Contractor will be responsible for moving the existing road gate and all associated items, to include the underground sensor (bi-directional loop detector) raising the road gate upon exit, and the wiring/conduit required to manually operate the road gate from two locations within the office, those being the weighmaster's desk and the administrative support desk. The WasteWorks softeware operates the gate automatically upon completion of the scale transaction.**
- **Will there be two posts/conduits/data connections required for the WasteWizard driver kiosk installation or just one? (Inbound/outbound)?**
  - **Yes, there will be two posts/conduit runs/ data connections required for the two WasteWizard driver kiosk installations. Please plan for two in your bid response.**
- **Are the ramps to be constructed of concrete?**
  - **Yes, the ramps are to be constructed of concrete.**
- **Is disposal of the removed asphalt the responsibility of the contractor is it able to be taken to the Landfill at no cost?**
  - **The Contractor will be responsible for removing and transporting the asphalt to the Landfill, where it will be accepted at no cost.**

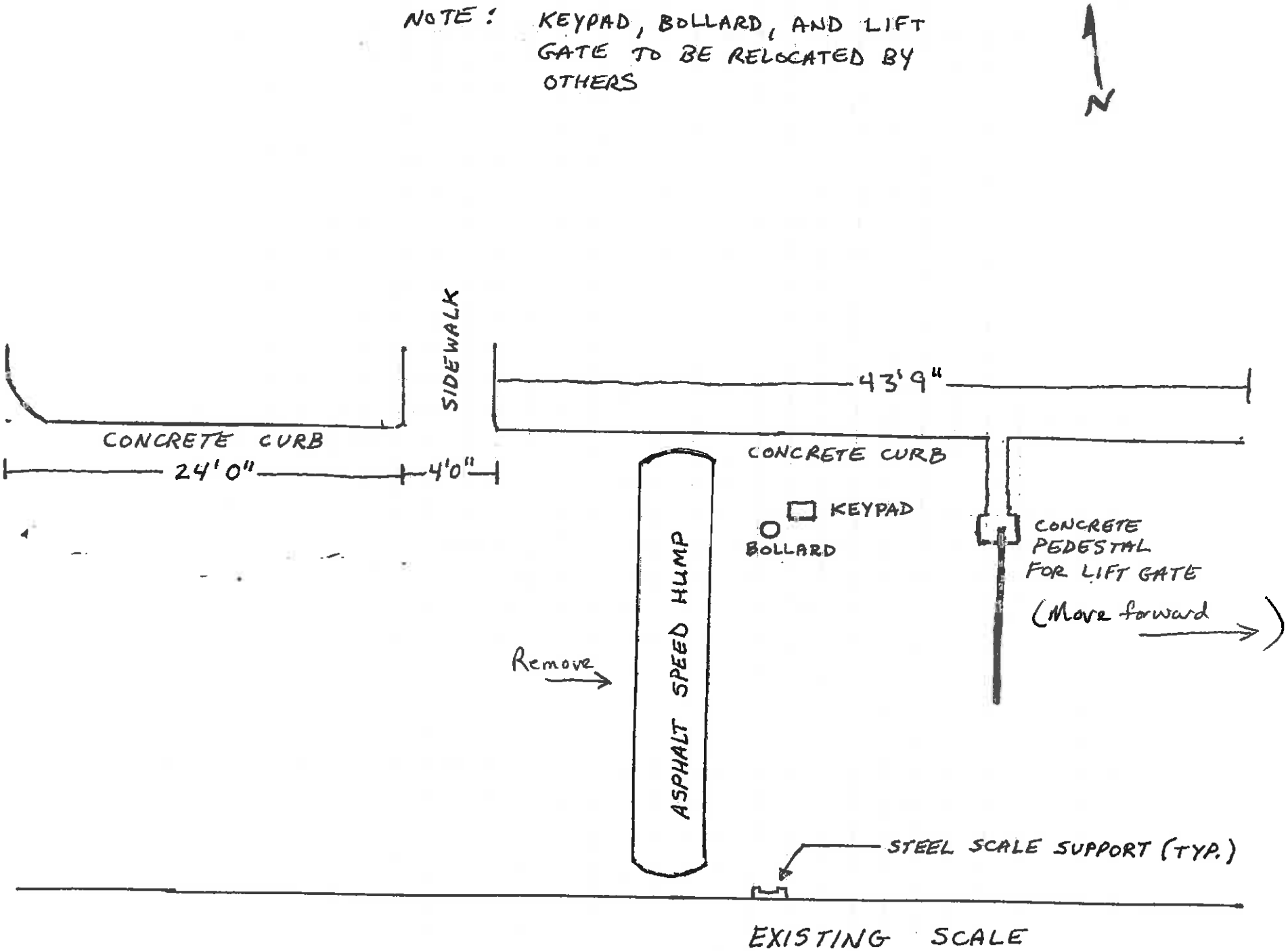
- Is it acceptable to block the existing easternmost entrance (closest to the administrative building) to the parking lot?
    - Yes, it is acceptable, but not desirable, to block the existing entrance to the parking lot that is closest to the administrative building. If this is required in order for the bidder's recommendation for the best placement of the scale, this may be permitted. The final scale location will be determined by County staff in consultation with the Contractor.
- Will there be a pass-through lane for vehicles to go around the scales?
    - The existing scale lane will be used for pass-through traffic.
- Is the contractor responsible for all permitting?
    - Yes, the contractor is responsible for obtaining any and all permits necessary to complete the work.
- Is the contractor responsible for locating all utilities?
    - The contractor is responsible for locating all existing utilities prior to beginning the work. The Contractor is responsible for any costs arising as the result of hitting underground utilities during the work performed by the Contractor for this job.
- If utilities need to be moved, who is responsible for the cost of moving them?
    - The County will issue a change order to the Contractor for the cost of moving any existing utilities upon receiving appropriate documentation of the cost.
- Will stop and go lights be installed as part of this project and, if so, will this be the responsibility of the contractor or the County?
    - Yes, stop and go lights are required to be installed as part of this project, and are to be automated with the scale operational software. In addition, a buzzer shall be installed to be manually operated via a pushbutton in the weighmaster's office. The buzzer shall be audible to the drivers on the scale. The buzzer will be used to alert the drivers that they may exit the scale in the event the traffic light malfunctions or is not seen by the driver. A similar buzzer is in place with the existing scale.
- Will a remote display be a requirement of this project? If so, where is it to be installed? Is a 4" display acceptable? Can the remote display be mounted onto the existing building?
    - Yes, a remote display is required. A 4" display is acceptable, and it may be mounted onto the existing building. The County, in consultation with the Contractor, will determine the best location for mounting.
- How will the walk-through from the existing scale be handled? Will it stay as-is or is it to be modified?
    - The existing walk-through is to be modified to span the distance between the two scales. Handrails painted yellow are to be installed on each side of the step up to the new scale.
- Does any of the existing fencing need to be moved? If so, who is responsible for the move and the expense of moving?
    - Yes. The County will be responsible for moving the fence under separate contract.
- Would it be acceptable to use saw cutting for the concrete piers and leave the existing asphalt for washout slabs?
    - Yes, that is the desired method.
- Is it possible for the "Entry/Exit Ramps" language to change to: "Ramping as needed to meet local regulations. ½" slope per foot. The full 30' ramp will not be required on the plant end of the scale."
    - Yes, that is a desired change to the Entry/Exit Ramp specification.
- Please clarify the section on foundation. Are we required to get a letter from an engineering testing company to certify that the soil is 2500 psi or just if we find an issue when digging?

- The Contractor is required to obtain certification from an engineering testing company to certify that the soil is 2500 psi.

- Please note on the drawing that the existing speed hump shall be removed by the Contractor.

(Note: Draft Contract attached to addendum as per initial bid specifications)

NOTE: KEYPAD, BOLLARD, AND LIFT GATE TO BE RELOCATED BY OTHERS



NORTH CAROLINA

NEW HANOVER COUNTY

**AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2015 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";

W I T N E S S E T H:

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

1. Scope of Services. Contractor shall purchase and install a new set of landfill scales, to include paving, electrical, grading and permitting, at the New Hanover County Landfill located at 3002 U.S. Highway 421 North, Wilmington, North Carolina in accordance with and as more fully described in the Bid Specifications, attached hereto as "Exhibit A" and incorporated herein by reference.

2. Time of Performance. Contractor shall commence services on Notice to proceed with all work being completed within thirty (30) days of said notice.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of _____ ($_____) Dollars. Payment is contingent upon a final County inspection and acceptance of work or services.

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



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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 $2,000,000 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



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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 $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.

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 $2,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

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



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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



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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 Department 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



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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



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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-appropriation. All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Professional on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. 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.

13. 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.

14. 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.



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

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

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

18. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

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

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

21. Accounting Procedures for Refund of County Sales & Use Tax. Pursuant to G.S. 105-164.14(c), the County is entitled to a refund of sales and/or use taxes paid by contractors on purchases of building materials, supplies, fixtures and equipment that become a part of or are annexed to any building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Contractors shall provide a "certified statement" containing the specific required information. The certified statement must include all of the following information:

a. the date the property was purchased;

b. the type of property purchased;

c. the cost of property purchased and the amount of sales and use taxes paid thereon;

d. the project for which the property was used;

e. if the property was purchased in this State, the county to which it was delivered; and

f. if the property was not purchased in this State, the county in which the property was used.



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If the contractor makes several purchases from the same vendor, the certified statement must indicate each invoice number, the inclusive dates of the invoices, the total amount each invoice, and the state and local sales and use taxes paid on the purchase. The statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of state and local sales or use tax paid by the contractor. If subcontractors are used, similar certified statements by its subcontractors must be obtained by the general contractor and furnished to the County. Local sales or use taxes included in the contractor's statements must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by the contractor for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals.

A certified statement must be provided with each pay request. If there was no sales or use tax paid during the period, the contractor shall provide a "Zero" sales and use tax statement. .

22. 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 U.S. Highway 421 N.
Wilmington, NC 28401

**To Contractor:**

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23. 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.

24. 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.

NEW HANOVER COUNTY

[SEAL]

_____
_____ County Manager

ATTEST:

_____
Clerk to the Board

[SEAL]

CONTRACTOR

_____ (Seal)
President

ATTEST:

_____
Secretary

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

_____
County Finance Director

Approved as to form:

_____
County Attorney



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STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, _____, a Notary Public of the State and County aforesaid, certify that Teresa P. Elmore 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 _____, 2015.

_____
Notary Public

My commission expires:_____

STATE OF _____

_____COUNTY

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

WITNESS my hand and official seal, this ____ day of _____, 2015.

_____
Notary Public

My commission expires:_____



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