

BID PROPOSAL AND SPECIFICATIONS

Construction & Demolition Waste and Vegetative Waste Grinding & Marketing

New Hanover County Department of Environmental Management - Landfill

RFB # 16-0107



COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN

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Section 1 Advertisement

NEW HANOVER COUNTY

**Construction & Demolition Waste and Vegetative Waste Grinding & Marketing
New Hanover County Department of Environmental Management - Landfill**

RFB # 16-0107

Sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**C & D and Vegetative Waste Grinding-RFB # 16-0107**” will be accepted until **3:00 P.M. EST, Tuesday, September 29, 2015.**

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina.

A pre-bid meeting and field tour will be held on Wednesday, September 1, 2015 at 10:00 a.m. in the Environmental Management Administration Building, 3002 Highway 421 North, Wilmington, NC, 28401

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/business-nhc/bids/>.

The Board of County Commissioners reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Lena L. Butler, Purchasing Supervisor

New Hanover County

(910) 798-7190

Released: Thursday, August 27, 2015

Section 2 Instructions and General Conditions

2.1 Schedule

EVENT	DATE
Advertisement and Release of Bidding Documents	Thursday, August 27, 2015
Pre-bid Meeting & Field Tour	Wednesday, September 1, 2015 at 10:00am
Deadline for Questions	Friday, September 11, 2015 by 5:00pm
Response to Questions Issued	Tuesday, September 15, 2015
Deadline for Receipt of Bids	Tuesday, September 29, 2015 at 3:00pm New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28503 (Opening to be held in Conference Room 500)
Bid Review/Evaluation Period	September 30-October 5, 2015
Proposed Date of Award	Monday, October 19, 2015

2.2 Preparation of Bid Proposal

2.2.1 Completion of Bid Form: Bidders are directed to submit their bid on the bid proposal form contained in this bid package. All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. 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 received and opened. **BIDS NOT SIGNED WILL BE REJECTED.**

2.2.2 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.

2.3 Submission of Bid Proposal

Submit one (1) original in a sealed envelope properly marked “**C & D and Vegetative Waste Grinding-RFB # 16-0107**” and address to the County at the following address:

New Hanover County Finance Office
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

2.3.1 After the Bid issue date, all communications between the County and prospective Bidders regarding this Bid shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7806. All questions concerning this Bid shall reference the Bid number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum which will be posted to the County’s website at <http://www.nhcgov.com/business-nhc/bids/>.

All questions shall be received no later than 5:00 P.M., EST, Friday, September 11, 2015 by 5:00 PM

2.4 Cost of Preparation of Response

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.

2.5 Term of Contract

The initial term of this contract is for five (5) year from date of award with the option to renew under the same terms and conditions for an additional five (5) year period upon written approval by the County

2.6 Trade Secret Confidentiality

All bid proposals received and recorded at the bid opening 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 BIDDER while attempting to maximize the availability of information to the public.

2.7 Time for Opening Bids

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids **will not be accepted**.

2.8 Withdrawal of Bids

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 for a period of sixty (60) days.

2.9 Award of Contract

The award will be made to the "responsible bidder submitting the lowest responsive bid" taking into consideration quality, performance and the time specified in the bidding document for the performance of the contract.

2.10 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.

2.11 Indemnity

Successful Bidder shall indemnify and hold the 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 the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Successful Bidder, his agents, employees and subcontractors.

2.12 Insurance

Before commencing any work, the successful bidder shall procure insurance in the bidder's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed below. 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.

2.12.1 Commercial General Liability. Bidder shall maintain Commercial General Liability 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 project/location or the general aggregate shall be twice the required limit.

2.12.2 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).

2.12.3 New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 **or** CG 20 33 **and** CG 20 37 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.

2.12.4 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.

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

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

2.12.7 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.

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

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

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

2.12.11 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.

2.12.12 The bidder's Business Auto Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder's insurance.

2.12.13 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by New Hanover County. At the option of New Hanover County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects New Hanover County, its officers, officials, agents, and employees; or the contractor shall procure a bond guaranteeing payment deductibles or self-insured retentions. The bidder shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not New Hanover County is an insured under the policy.

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

2.12.15 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.

2.12.16 If bidder'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.

2.12.17 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.

2.12.18 Evidence of Insurance. The bidder 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.

2.12.19 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in 2.16.3 above.

2.12.20 Subcontractors. Bidder 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.

2.12.21 Conditions.

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

2.12.21.2 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.

2.12.21.3 The bidder shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.

2.12.21.4 The bidder 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.

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

2.12.21.6 Failure of New Hanover County to demand a certificate 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.

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

2.12.21.8 If bidder 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 bidder's expense.

2.12.21.9 The bidder may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

2.12.21.10 New Hanover County shall have the right, but not the obligation of prohibiting bidder 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.

2.13 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 County's website at <http://www.nhcgov.com/business-nhc/bids/>.

2.14 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.

2.15 Right To Reject Bids

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

2.16 E-Verify

Pursuant to N.C.G.S. § 143-48.5 (Session Law 2014-418), Contractor shall fully comply and certify compliance of each of its subcontractors with Article 2 of Chapter 64 of the N.C. General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. County shall be provided affidavits attesting to Contractor's and subcontractor's compliance or exemption. Violation of the provision, unless timely cured, shall constitute a breach of Contract. **(Complete the attached E-Verify form and return with your bid. Form must be notarized.)**

2.17 Contractor Compliance Requirements (Attached)

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.

Section 3 SCOPES OF SERVICES

**Construction & Demolition Waste and Vegetative Waste Grinding & Marketing
New Hanover County Department of Environmental Management - Landfill**

The New Hanover County Department of Environmental Management (County) desires to reduce the amount of waste placed into the New Hanover County (NHC) Landfill. It has been determined that a large percentage of waste brought to the landfill consists of waste produced by construction and demolition (C&D) activities and yard waste/vegetative debris. Vegetative waste is best defined as yard waste, including stumps, trees, limbs, brush, grass, untreated wood and other naturally occurring vegetative material including debris resulting from landscaping maintenance. In order to recycle that portion of the waste stream, certain processing is necessary. The following scope of services has been developed for the grinding and marketing of clean, unpainted, untreated sorted C&D waste and yard waste/vegetative debris at the New Hanover County Landfill.

County’s Responsibilities:

1. NHC Landfill staff will sort C&D wood waste based upon Contractor’s specifications. Current projections for the approximate annual volume of material to be recycled by material type:

Material to be Recycled	Estimated Annual Volume
Clean Dimensional Lumber	Approximately 6,300 tons
Clean Engineered Wood	Approximately 6,300 tons
Wood Pallets	Approximately 2,400 tons
Sheetrock	Approximately up to 14,000 tons
Yard Debris (Vegetative Waste)	Approximately 5,000 tons

Note: these estimates are based upon the latest Waste Characterization Study data, however the material to be transported for processing may be more or less than the amounts shown above.

2. County will stockpile the sorted C&D wood waste and yard debris/vegetative waste for grinding by the Contractor. The stockpile locations will be adjacent to the existing C&D operations or may be relocated to the new expanded operation site.
3. The sheetrock to be recycled will be sorted from C&D waste material, stockpiled and stored separately on a concrete pad. NHC Landfill staff will load the sheetrock trailers.
4. County will provide the Contractor with an area at the landfill designated for sorted C&D waste grinding, including an area for yard waste/vegetative debris.

5. County will provide scales for the Contractor to weigh the outgoing processed wood and sheetrock material as the basis for payment...
6. County will provide a recycling bin for nail collection prior to each grinding event. The County will retain the nails.
7. NHC Landfill staff will schedule waste processing with the Contractor at least ten (10) days before the desired processing date, and stockpile a minimum of 2,500 tons per event for C&D wood waste and a minimum of 1,000 tons of yard waste/vegetative debris per event.
8. Inbound yard waste/vegetative debris will be measured in tons across the landfill scales. The County will track and provide yard waste/vegetative debris tonnage data compiled in the WasteWorks software system at the NHC Landfill as the basis for payment to the Contractor for each grinding event, or a minimum of monthly for long-term grinding events. All tons delivered between the stockpile accumulation start date (end date for last grinding event) and the start date of the next grinding event will be summed and used as the basis for payment to the Contractor.

Contractor's Responsibilities:

1. Contractor shall provide all labor, equipment, tools, supplies, maintenance and other items necessary to complete the services within the contract scope.
2. Contractor shall provide a trailer for transport of sheetrock within 72 hours of notification by NHC Landfill staff.
3. Contractor shall be responsible for loading wood chips into trailers on site at the NHC Landfill.
4. All outgoing wood chip material being hauled by the Contractor shall be weighed on the NHC Landfill scales by an NHC Landfill Weighmaster.
5. Contractor shall specify to NHC Landfill staff the size of transportation trailers to be used.
6. Contractor shall assure composting of NHC C&D residuals to the level of Grade A, Exceptional Quality, STA Certified compost at a facility having a Seal of Testing Assurance from the U.S. Composting Council (USCC), permitted through the North Carolina Department of Environment and Natural Resources (NC DENR), Division of Waste Management, Solid Waste Section and the NC DENR Division of Water Resources.
7. Contractor must be able to backhaul compost from facility identified in #6 above to the NHC Landfill on an as-needed basis.
8. Contractor must have the ability to haul un-processed wood waste off-site for further processing in the event of on-site equipment failure.
9. Contractor shall provide the County with detailed specifications for acceptable wood for grinding, including the percentage of allowable contamination, as defined by the bidder.
10. Contractor shall conduct, at a minimum, a grinding event every other month, to include the processing of all material on-site (grinding, managing the chip pile, loading and hauling mulch off-site).
11. Contractor shall haul away sorted wood waste for recycling within two (2) weeks from the end of each grinding event. Should the Contractor exceed the two (2) week timeframe required for removing the processed C&D material from the NHC Landfill site, a penalty resulting in a 10% reduction in fees shall be imposed. Material shall be removed on a "first in – first out" basis, ensuring that the materials are removed in the order they have been processed.

12. Contractor shall make a reasonable effort to leave grinding area clean, level and organized after each grinding event.
13. Contractor shall ensure that no tracked heavy equipment is driven on or comes into contact with the existing C&D site's concrete pad.
14. Contractor shall be responsible for operating in accordance with all applicable permits and conditions of those permits, including operational plans, safety regulations and local, state and federal laws, rules and regulations.
15. Prior to commencing operations on the NHC Landfill site, all personnel shall be trained in accordance with all rules and regulations pertaining to waste processing and screening. In addition, the contractor must sign and return the New Hanover County Environmental Management Contractor Compliance Requirements (attached to the contract). Contractor must provide to NHC Landfill staff a Health and Safety Plan and documentation of employee training.
16. Contractor shall maintain records of quantities of materials processed and recycled in tons. These records are to be submitted to the County within one (1) week after the end of the grinding and hauling event, or at a minimum of weekly for events of long duration.
17. Contractor shall provide documentation of where the processed materials are marketed and for what purpose.
18. Contractor shall be responsible for any damage occurring as a result of any heavy equipment or vehicles running into or over any adjacent infrastructure (power poles/wires and guide wires, groundwater monitoring wells, signage, equipment, buildings, etc.).
19. Contractor must understand that the primary function of the NHC Landfill site is to operate as a municipal solid waste landfill, and that the grinding operation is not to interfere with the routine operation of the landfill.

Optional Bid

Contractor shall submit an optional bid price for providing on-site personnel and equipment as needed to assist with material management. Material management shall be defined as maintaining material stockpiles (grading, stacking, pushing and leveling) prior to grinding and transport, loading the outbound sheetrock trailers, maintaining adequate vehicle access into and out of the stockpile areas, litter control within the stockpile areas, removal and disposal of visible contaminants within the stockpile, mobilization/demobilization, and general housekeeping functions.

Section 4 Bid Proposal

**Construction & Demolition Waste and Vegetative Waste Grinding & Marketing
New Hanover County Department of Environmental Management - Landfill
RFB #16-0107**

DATE: _____ CONTRACTOR: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, RFB# 16-0107 Construction & Demolition Waste and Vegetative Waste Grinding and Marketing, including the following addenda;

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 scope of work described in RFB#16-0107:

Material/Service	Price/Ton (any and all surcharges included)
Wood Grinding (wood pallets, clean dimensional lumber, engineered wood) and loading	\$ _____/ton
Yard Debris/Vegetative Debris Grinding	\$ _____/ton
Hauling wood chips with no backhaul	\$ _____/ton
Hauling sheetrock with no backhaul	\$ _____/ton
Hauling wood chips with backhaul	\$ _____/ton
Hauling sheetrock with backhaul	\$ _____/ton
Grade A, Exceptional Quality, STA Certified compost	\$ _____/ton

Optional Bid	Cost per Day/Month/Year
On-site personnel and equipment as needed to assist with material management.	\$ _____/Day; \$ _____/Month; \$ _____/Yr

DESCRIPTION OF WORK TO BE PERFORMED AND MATERIALS TO BE USED and/or COMMENTS:

STATE OF NORTH CAROLINA

COUNTY OF _____

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep New Hanover County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[SEAL]

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.

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

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."

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 all labor, equipment, tools, supplies, and all other items necessary for the removal, grinding, and recycling of construction and demolition waste and vegetative waste at the New Hanover County Landfill located at 3002 Hwy. 421 N., Wilmington, NC, as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from Notice to Proceed and all work shall be completed by midnight on _____, 2020. This contract may renew under the same terms and conditions for an additional five (5) year period upon written approval of County.

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

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 04 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 \$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 \$1,000,000 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

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 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 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, workers 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-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.

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.

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 making 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 North
Wilmington, NC 28401

To Contractor:

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

President (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 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: _____

Acct#70080200

Req. _____

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: _____

DRAFT CONTRACT