

RE-ADVERTISEMENT

NEW HANOVER COUNTY INVITATION TO SUBMIT PROPOSAL NEW HANOVER COUNTY LANDFILL CONSTRUCTION & DEMOLITION FACILITY

BID NUMBER 16-0139

Pursuant to GS 143-129, sealed proposals were received by New Hanover County (NHC) for **RFB # 16-0139** -on Wednesday, October 14, 2015 at 11:00 AM; however, the minimum number required was not received due to one of the opened bids marked as “no bid.” Consequently, as required by NC General Statute, the bid is being re-advertised. In addition to this, NHC has changed and/or reduced the insurance coverage required for this project. Copies of Section 00500 Agreement and Section 00650 Certificate of Insurance with revisions noted are attached to this re-advertisement.

New Hanover County will receive sealed proposals from qualified contractors for all labor and materials to complete the work in accordance with the "Specifications and Contract Documents" for "**RFB # 16-0139-NEW HANOVER COUNTY LANDFILL CONSTRUCTION & DEMOLITION (C&D) FACILITY.**" The work includes the construction of a new landfill concrete pad, metal building and canopy, along with all incidentals necessary to complete the work as specified.

Proposals will be received **until 3:00 p.m. (EST) on October 29, 2015**, by New Hanover County in the Conference room at the New Hanover County Department of Environmental Management Administration Building, 3002 HWY 421 North, Wilmington, North Carolina 28401, at which time the proposals will be publicly opened and read in accordance with the provisions of law. The deadline time shall be established by the timepiece of New Hanover County's representative. No bids will be accepted after that time.

Bidders may purchase bidding documents (Contract Documents, Specifications, and Drawings) for \$185.00 per set from SCS Engineers, PC, 4041 Park Oaks Boulevard, Suite 100, Tampa, Florida, 33610-9510. The telephone number is 813.621.0080. Make checks payable to SCS Engineers. No refunds will be given.

A copy of the Specifications and Contract Documents can be reviewed at the New Hanover County Environmental Management Office, 3002 Highway 421 North, Wilmington, North Carolina 28401, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Please call for appointments.

Bidders were required to attend a mandatory pre-bid conference that was held on September 15, 2015. **Please note that bids will be accepted only from contractors who are prequalified and who attended this pre-bid meeting.**

New Hanover County reserves the right to reject any and all bids. For further information, contact Mr. Sam Hawes, Department of Environmental Management, New Hanover County, at 910.798.4454, or Bruce Clark, P.E. SCS Engineers, PC, at 813.621.0080.

SECTION 00500

AGREEMENT

NEW HANOVER COUNTY CONTRACT _____

NEW HANOVER COUNTY, NORTH CAROLINA

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 Corporation, hereinafter referred to as "Contractor";

WITNESSETH:

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

1. **Performance.** Contractor shall furnish all labor, materials and equipment and shall perform all work in the manner and form as provided by the following enumerated specifications and documents, which are attached hereto and made a part hereof as if fully contained herein: Advertisement for Bids, Instructions to Bidders, General Conditions, Supplemental General Conditions, Special Conditions, Plans and Specifications, Addenda, and Insurance Certificates for Workers' Compensation, Public Liability and Property Damage, for the project more fully described herein and generally described as:

**NEW HANOVER COUNTY LANDFILL
CONSTRUCTION AND DEMOLITION (C&D) FACILITY**

BID NO. 16-0139

2. **Time of Performance.** Contractor shall commence work within ten (10) calendar days after execution of this agreement; provided that, if County specifies a Notice to Proceed, Contractor shall commence work on the date indicated in the Notice to Proceed.
 - 2.1. All time limits for Milestones, if any, Substantial Completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The construction and operation of the Plant and Control Building must meet certain milestone completion dates as listed below. These anticipate an Award of Contract date of no later than **November 2, 2015.**
 - 2.2. Dates for Substantial Completion and Final Payment.

- 3.2 Changes of the Contract Time. The time limit for completion of the project is of the essence of this agreement. If Contractor finds it impossible to complete the work on the project within the originally scheduled time, Contractor may submit a written request for a time extension to the County Manager. The writing shall specify the reasons justifying the granting of the request. Contractor's plea that insufficient time was scheduled shall not be a valid reason for a time extension. If the County Manager, finds that work was delayed because of conditions beyond the control and without the fault of both Contractor and his or her subcontractors or suppliers, the County Manager, shall extend the time for completion in such amount as the conditions justify. Under no circumstances shall Contractor be entitled to damages against County on account of delay.
- 3.3 Notification of Surety. Contractor shall be solely responsible for notifying his or her surety of any changes affecting the general scope of the work or change in the contract price, and the amount of the applicable bonds shall be adjusted accordingly. Contractor shall furnish written documentation of such adjustment to the County.
4. Payment. County agrees to pay Contractor, for the full and faithful performance of this agreement, the not to exceed the total lump sum and/or unit price sum of: Dollars and Cents (\$ _____).
- 4.1. Partial Payments. County shall make partial payments to Contractor in lump sum and/or unit price amounts upon the successful completion by Contractor and acceptance by County of sections of the work, as specified in the agreement specifications and in accordance with the amounts indicated for each bid in Contractor's bid proposal. From the total amount determined to be payable on a partial payment, five percent (5%) of such amount shall be deducted and retained by County until all work has been accepted by County; provided that, if the County Manager, determines that the work is on schedule at the halfway point of the construction schedule, retainage may thereafter be discontinued on future partial payments. County at its option may reinstate retainage at any time.
- 4.2 Acceptance of Final Payment as Release. The acceptance by Contractor of final payment shall be and shall operate as a release of County from all claims of Contractor against County, except for claims specifically excepted by Contractor in stated written amounts. However, no payment, final or otherwise, shall release Contractor or his or her sureties from any obligations under the agreement documents or the payment and performance bonds.
- 4.3 County's Right to Offset and Recoup. Nothing contained in this Section 4 shall be construed to impair County's rights to deduct from partial or final payments any sums due to County pursuant to Sections 2, 5, 24 or any other section of this agreement.

below. The certificate of insurance should also evidence self-insured retention/deductibles applicable to the insurance required. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County".

9. Commercial General Liability.

9.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$105,000,000 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.

9.2 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).

9.3 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 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

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

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

9.6 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, and employees shall be excess of and not contribute with the Contractor's insurance.

13. Installation Floater.

13.1 Contractor shall purchase and maintain in force Installation Floater insurance for the installation of equipment. Such insurance shall be written in an amount equal to the replacement cost of the equipment. The insurance shall apply on a replacement cost basis.

13.2 Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

13.3 Installation Floater insurance shall name New Hanover County as loss payee.

13.4 Installation Floater Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

13.5 Any deductible applicable to the Installation Floater shall be paid by the Contractor.

13.6 If County is damaged by the failure of Contractor to maintain Installation Floater insurance, then Contractor shall bear all reasonable costs properly attributable to that failure

~~14. Contractor's Pollution Liability Insurance.~~

~~14.1 Contractor shall maintain Contractors Pollution Liability covering losses caused by pollution incidents that arise from the operations of the contractor described under the scope of services of this contract.~~

~~14.2 Contractor's Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of an annual aggregate of at least \$5,000,000.~~

~~14.3 Contractors Pollution Liability shall include as an additional insured County, its officers, officials, agents, and employees.~~

~~14.4 If Contractors Pollution Liability is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of one (1) year, beginning from the time that work under the contract is complete.~~

175.1 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.

175.2 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.

1816. Miscellaneous Insurance Provisions.

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

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

186.3 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 County, 230 Government Center Drive #125, Wilmington, NC 28403.

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

1917. 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.

2018. Evidence of Insurance.

2018.1 The Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

2018.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.

2018.3 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.

payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

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

242. Subcontractors. Contractor shall be fully responsible for all negligent acts and omissions of his or her Subcontractors and of persons and organizations employed by them to the same extent that Contractor would be responsible for these acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of County to pay any money due any such subcontractor or other person or organization, except as may otherwise be required by law.

253. No Waiver of Legal Rights. Upon completion of the contract work, Engineer/County will promptly make final inspection and notify Contractor of final acceptance. However, final acceptance shall not preclude or estop County from correcting any measurement, estimate or certificate made before or after completion of the work, nor shall County be precluded or estopped from recovering over payments from Contractor or his surety, or both. A waiver on the part of County of any breach of any part of the agreement shall not be held to be a waiver of any other or subsequent breach.

264. Default and Termination. If, through no fault of Contractor, the work on the project is stopped for a period of thirty (30) consecutive days or more, Contractor may terminate this agreement, in which event Contractor will be paid for materials and equipment supplied and work performed up to the date of termination. If Contractor fails to prosecute the work with such diligence as will insure its completion within the contract time, or if Contractor breaches any one of the terms or conditions contained in this agreement and fails to cure said breach within fifteen (15) days of County's mailing of Notice of Default, County may terminate this agreement forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work out of the hands of Contractor. County may enter into another agreement for the completion of this 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 to which may become due to Contractor.

275. Assignment. The parties mutually agree that this contract is not assignable and shall not be assigned by either party without the written consent of the other party and the surety of this contract.

which he is otherwise entitled. The Contractor shall report all suspected or reported violations to New Hanover County and other appropriate authority.

331. Section 504 of the Rehabilitation Act of 1973, as amended and Nondiscrimination on the Basis of Handicap. The Contractor shall fully comply with all Federal provisions set forth, such that no qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination hereunder.
342. Age Discrimination Act of 1975, as amended and Nondiscrimination on the Basis of Age. The Contractor shall fully comply with all Federal provisions set forth such that no qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination hereunder.
353. Executive Order 11246, as amended. The Contractor shall fully comply with all Federal provisions set forth in this order.
364. Permits and Licenses. Contractor shall procure all applicable permits and licenses, including permits and licenses required pursuant to applicable patent and copyright laws, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful prosecution of the work.
375. Non-Discrimination. Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the project that is the subject of this contract because of age, race, creed, color, sex, disability or national origin. To the extent applicable, Vendor will comply with all provisions of Executive Order No. 11246, the Civil Rights Acts of 1964 (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable Federal, State and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discriminations. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.
386. Taxes. Contractor shall pay all applicable Federal, State and local taxes, including sales taxes on all equipment and materials used in the project. County is qualified to receive all sales taxes paid on the project as a rebate. Contractor shall submit a statement showing the invoice, sales taxes paid to State, sales taxes paid to county of vendor's location, and name of county of all material and equipment used in the project. A tax statement shall be submitted with each pay request and shall be accompanied by an affidavit verifying validation.
379. Interpretation. All of the terms and conditions contained in the agreement shall be interpreted in accordance with the laws of the state of North Carolina. The agreement documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings.

453. Contract Documents. The Contract Documents, as stated in the Instructions to Bidders and attached hereto, are as fully a part of this Contract as if herein repeated. An enumeration of the Drawings accompanying these Contract Documents follows:

<u>SHEET NO.</u>	<u>TITLE</u>
C1	COVER
C2	EQUIPMENT PAD LAYOUT
C3	PAVING, GRADING AND DRAINAGE PLAN
C4	DETAILS AND SECTIONS
C5	DETAILS
C6	DETAILS AND SECTIONS
C7	PUSH WALL DETAILS
B1	TRUCK CANOPY CODE DATA SHEET
S1	GENERAL STRUCTURAL NOTES, ETC.
S2	FOUNDATION & SLABS PLAN
S3	FOUNDATION AND SLABS SECTION AND DETAILS

NORTH CAROLINA

NEW HANOVER COUNTY

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

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

My commission expires:

Notary Public

STATE OF

COUNTY OF

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

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

Notary Public

My commission expires: _____

END OF SECTION

SECTION 00650

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE _____
Insurance Company

Address _____

of _____ has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be cancelled or changed so as to affect the interest(s) of _____
(hereinafter sometimes called the OWNER) until thirty (30) days after written notice of such cancellation or change has been delivered to the ENGINEER; SCS Engineers, PC, and to the OWNER.

Insured: _____

Address: _____

Status of Insured Corporation Partnership Individual

Location of Operations Insured: _____

Description of Work: _____

INSURANCE POLICIES IN FORCE

Forms of Coverage	Policy Number	Expiration Date
*Worker's Compensation/Employers' Liability		
+Comprehensive Automobile Liability		
Comprehensive General Liability		
+Excess Liability		
Professional Liability		
Environmental/Pollution Liability		
Other (Please specify type) Bid, Performance, and Payment Bonds		

POLICY INCLUDES COVERAGE FOR:

- | | | |
|--|-------|-------|
| | YES | NO |
| 1. Additional Insured: OWNER and ENGINEER | _____ | _____ |
| 2. *Liability under the United States Longshoremen's and Harbor Workers' Compensation Act. | _____ | _____ |

- 3. +All owned, hired, or non-owned automotive equipment used in connection with work done for the OWNER.
- 4. Contractual Liability
- 5. Damage caused by explosion, collapse or structural injury, and damage to underground utilities.
- 6. Products/Completed Operations
- 7. OWNERS and Contractors Protective Liability
- 8. Personal Injury Liability
- 9. Excess Liability applies excess of:
 - (a) Employers' Liability
 - (b) Comprehensive General Liability
 - (c) Comprehensive Automobile Liability
 - (d) Contractual Liability

TYPES OF POLICY FORMS OF COVERAGE LIMITS OF LIABILITY

Workers' Compensation	Bodily Injury	Statutory	
Employers' Liability	Bodily Injury	\$ _____	Each Accident
	Disease	\$ _____	Each Person
	Disease	\$ _____	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$ _____	Each Accident
Comprehensive General Liability	Bodily Injury	\$ _____	Each Occurrence Aggregate
	Property Damage	\$ _____	Each Occurrence Aggregate
OR			
	Combined Single	\$ _____	Each

	Limit BI/PD		Occurrence Aggregate
Excess Liability	Combined Single	\$ _____	Aggregate
Professional Liability	Combined Single	\$ _____	Occurrence
Environmental/Pollution Bid, Performance, and Single	Occurrence Each	\$ _____	Combined
Liability Payment Bonds			

Other (Please Specify Type) _____

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the OWNER's Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date _____ (SEAL) _____
Insurance Company

Issued at _____
Authorized Representative

Note that insurance requirements listed in Section 00500 - Agreement are the minimum requirements acceptable regardless of the listings on this form.

Insurance Agent or Company
- Send original and one copy to:

SCS Engineers, PC, Inc.
4041 Park Oaks Boulevard, Suite 100
Tampa, FL 33610-9501

END OF SECTION