

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

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

Wilmington, NC 28401

Email: [kroane@nhcgov.com](mailto:kroane@nhcgov.com)

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## BID SPECIFICATIONS

RFB #DEM-0003

**C&D ELECTRICAL SERVICE  
NEW HANOVER COUNTY LANDFILL  
5210 U.S. Highway 421 North  
Wilmington, NC 28401**

### **Section 1: Request for Bids**

New Hanover County (NHC) is accepting informal bids for the installation of new electrical service to the Construction & Demolition (C&D) concrete pad/facility at the NHC Landfill located at 5210 U.S. Highway 421 North, Wilmington, NC 28401.

Sealed proposals addressed to Kim Roane, Business Officer, 3002 U.S. Highway 421 North, Wilmington, North Carolina, 28401 and marked "**RFB # DEM-16003, C&D ELECTRICAL SERVICE**" will be accepted until **2:00 p.m. Thursday, December 10, 2015**.

Instructions for submitting bids and complete requirements and information may be obtained by contacting Kim Roane, Business Officer: [kroane@nhcgov.com](mailto:kroane@nhcgov.com). New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be in the best interest of the County.

### **Section 2: Instructions and General Conditions**

#### **2.1 Schedule**

<b>Through noon Thursday, December 3, 2015 (by appointment only)</b>	Site visits to NHC Landfill's C&D site (not required, but highly recommended). Contact Sam Hawes, NHC Landfill Manager, via email request to <a href="mailto:shawes@nhcgov.com">shawes@nhcgov.com</a> , or (910) 798-4454, to schedule an appointment.
<b>Friday, December 4, 2015 5:00 p.m.</b>	Deadline for questions. All questions must be submitted in writing to Kim Roane, Business Officer ( <a href="mailto:kroane@nhcgov.com">kroane@nhcgov.com</a> ). To receive any addenda, including the answers to questions, bidders should send an email request to <a href="mailto:kroane@nhcgov.com">kroane@nhcgov.com</a> by 5:00 p.m. Friday, December 4, 2015.
<b>Tuesday, December 8, 2015 by 7:00 p.m.</b>	Questions will be answered via written addendum.
<b>Thursday, December 10, 2015 2:00 p.m.</b>	Deadline for receipt of bids.

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## 2.2 Bidder Instructions

- 2.2.1** Proposals must be submitted in a sealed envelope properly marked "**RFB # DEM-16003 C&D ELECTRICAL SERVICE**" and addressed to the County at the following address:

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

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

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

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

- 2.2.2** No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered.
- 2.2.3** After the bid issue date, all communications between the County and prospective bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Kim Roane, Business Officer, via email: [kroane@nhcgov.com](mailto:kroane@nhcgov.com). Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. To receive any addenda, including the answers to questions, bidders should send an email request to [kroane@nhcgov.com](mailto:kroane@nhcgov.com) by 5:00 p.m. Friday, December 4, 2015. **All questions from bidders shall be received no later than 5:00 P.M., EST, Friday, December 4, 2015.**
- 2.2.5** The deadline for receipt of all proposals is **Thursday, December 10, 2015, at 2:00 PM, EST.** Any proposals received after the scheduled closing time will not be accepted. There will not be a public bid opening.
- 2.2.6** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

- 2.2.7** Once an award is made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public.
- 2.2.8** Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids and as such shall constitute a firm offer that is binding for a period of ninety (90) days.
- 2.2.9** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County. Although price will be considered, it will not be the sole determining factor.
- 2.2.10** Bids are to be signed by an authorized individual of the firm(s). Bids that are not signed may be rejected.
- 2.2.11** The County reserves the following rights, which may be exercised at its sole discretion:
- to reject any or all bids or any part thereof, or to accept any bid, or any part thereof;
  - to supplement, amend, substitute or otherwise modify this bid at any time;
  - to cancel this bid with or without the substitution of another bid;
  - to take any action affecting this bid, this bid process, or the services or facilities subject to this bid that would be in the best interests of the County;
  - to issue additional requests for information;
  - to require one or more bidders to supplement, clarify or provide additional information in order for the County to evaluate the bids submitted;
  - to conduct investigations with respect to the qualifications and experience of each bidder;
  - to waive any defect or irregularity in any bid received;
  - to reject any or all bids;
  - to award all, none, or any part of the items that is in the best interest of the County, with one or more of the bidders responding, which may be done with or without re-solicitation;
  - to enter into any agreement deemed by the County to be in the best interest of the County, with one or more of the bidders responding.
- 2.2.12** The successful vendor is expected to enter into a contract with the County.
- 2.2.13** Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of the

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Request for Bid are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any bidder and is included in order to advise the potential bidder of the requirements for the County. Any offer which proposes quality, design, or performance, will be considered.

- 2.2.14** Any person, firm(s), corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work.
- 2.2.15** All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened and as such will not be returned to the bidder.
- 2.2.16** The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.
- 2.2.17** If the Vendor is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. The County will pay North Carolina sales tax over and above bid prices when invoiced.
- 2.2.18** The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.
- 2.2.19** Contractor shall sign and return NHC Environmental Management Contractor Compliance Requirements document (attached to the contract).
- 2.2.20 Insurance**

Before commencing any work and prior to contract execution, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 7, Contract draft. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

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**2.2.21** The successful bidder will be a contractor familiar with this type of work with the necessary equipment and personnel to perform the work within the required time.

**2.2.22** Costs incurred by prospective bidders in the preparation of the response to this Request for Bid are the responsibility of the responding bidder and will not be reimbursed by the County.

**2.2.23 Responsibility of Compliance with Legal Requirements**

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

**2.3 References**

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

**2.4 TERM and TIME/COMPLETION SCHEDULE**

The CONTRACTOR shall be available to commence services upon receipt of notice to proceed and purchase order, with all work being completed upon receiving a request from the New Hanover County Landfill staff.

**Section 3: Contract draft**

**3.1** Draft contract attached to this RFB.

NEW HANOVER COUNTY  
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#### **Section 4: Scope of Work (also referred to as Contract "Exhibit A")**

##### **Scope of Services**

1. Electrical contractor shall supply and install all equipment **as** specified in the engineering drawings attached to this RFB (Full Set of Enlarged Drawings are available to view at NHC Landfill);
2. Electrical contractor shall supply conduit to be buried under concrete pad to the prime C&D pad contractor for installation. Prime C&D pad contractor responsible to install the electrical conduit and dig trenching under the pad under the supervision of the electrical contractor. Electrical contractor responsible to obtain all electrical work permits. Prime C&D pad contractor responsible for exact stub-up locations of conduit through concrete pad. Both the electrical contractor and prime contractor shall coordinate this work together;
3. Electrical contractor shall pick up and install all Duke Energy related gear, including the CT cabinet;
4. Electrical contractor shall coordinate with Duke Energy to connect all panel electrical equipment;
5. Electrical contractor responsible to supply and install the concrete pad for the pad mounted transformer;
6. Electrical contractor shall begin the work immediately upon notice to proceed.

#### **Section 5: CONTRACTOR SAFETY REQUIREMENTS**

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

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**NEW HANOVER COUNTY  
C&D ELECTRICAL SERVICE  
Price Sheet/Bid Form**

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

DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

PHONE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

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UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, C&D Electrical Service, RFB # DEM-16003, including the following addenda;

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

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

**C&D Electrical Service :** \$ \_\_\_\_\_ **flat rate total**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
State of Incorporation

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**NEW HANOVER COUNTY  
RFB# DEM-16003 C&D ELECTRICAL SERVICE  
STATEMENT OF ASSURANCES AND COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents for RFB #DEM-16003, have been read and understood.

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

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

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

# NEW HANOVER COUNTY LANDFILL C & D FACILITY

5210 US - 421

WILMINGTON, NC

# NEW ELECTRICAL SERVICE

## DRAWING INDEX

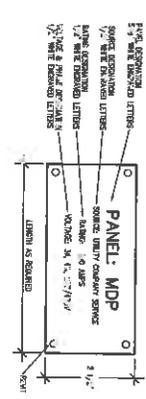
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E10	00-SHEET
<b>ELECTRICAL</b>	
E10	ELECTRICAL SPECIFICATIONS AND GENERAL NOTES
E20	POWER RISEN DIAGRAM, PANEL SCHEDULES AND DETAILS
E30	ELECTRICAL DETAILS
E40	ELECTRICAL SITE AND POWER PLAN



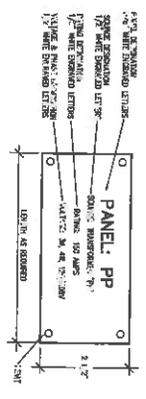
**McFadyen Engineers, PLLC**  
4411 Peachtree Avenue  
Wilmington, NC 28403  
Phone : 910.398.1125



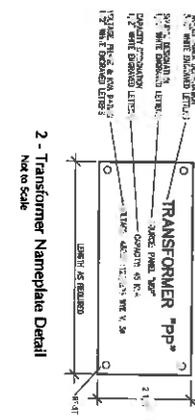




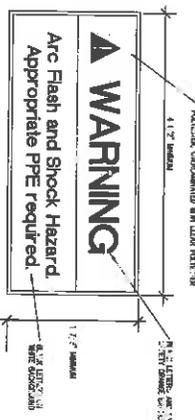
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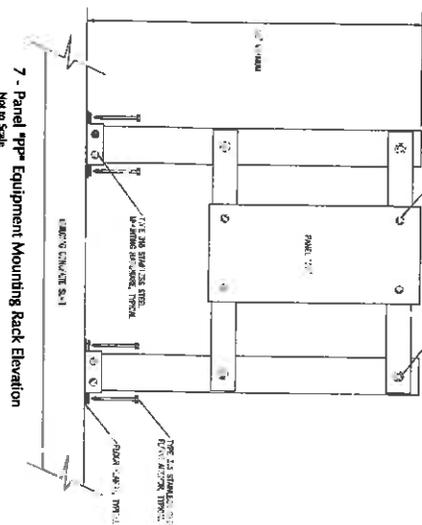
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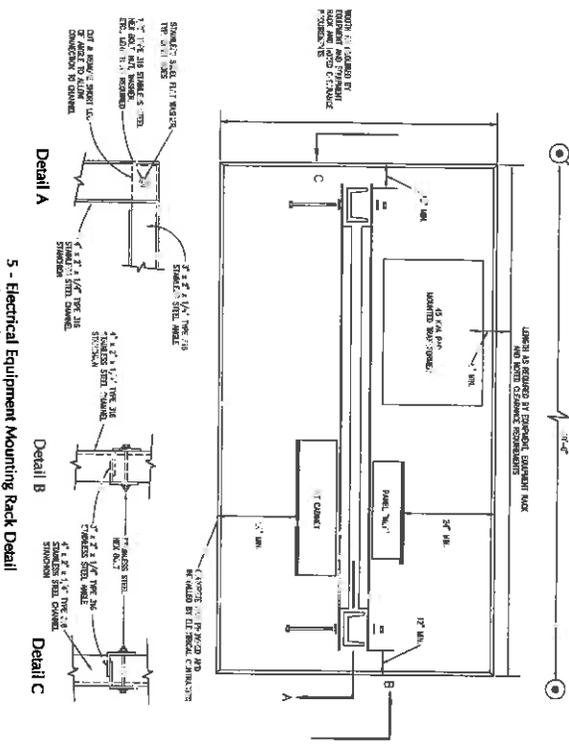
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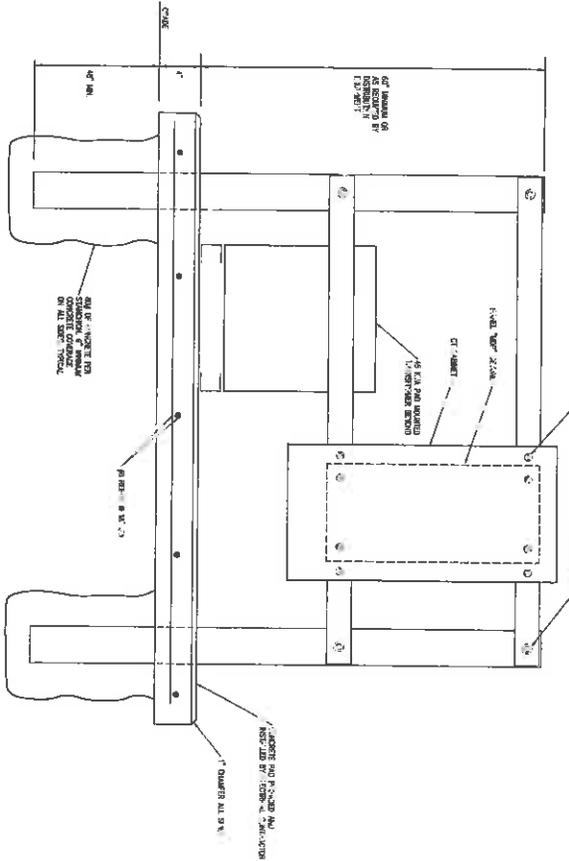
4 - Electrical Equipment Warning Label Detail  
Not to Scale



7 - Panel 'PP' Equipment Mounting Rack Elevation  
Not to Scale



5 - Electrical Equipment Mounting Rack Detail  
Not to Scale



6 - Electrical Service Equipment Mounting Rack Elevation  
Not to Scale



**DRAFT**

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;"

**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 electrical services for the C&D recycling equipment located at the New Hanover County Landfill located at 5210 Hwy., 421 N., Wilmington N.C., in accordance with "Exhibit A" attached hereto and incorporated herein by reference.

2. Time of Performance. Contractor shall commence work upon Notice to Proceed from the County and all work shall be completed by midnight on the \_\_\_\_\_ day of \_\_\_\_\_.

3. Payment. County hereby agrees to pay for the cost of the Contract not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars. Final payment is contingent upon County acceptance of work.

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 Changer Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work

or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1 Commercial General Liability

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

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

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

7.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or

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

7.2 Workers' Compensation and Employer's Liability

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

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$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 Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

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

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

7.3.4 The Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees

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

7.4.2 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.

7.5 Miscellaneous Insurance Provisions

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

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

7.5.3 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.

7.5.4 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.

7.6 Acceptability of Insurers

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

7.7 Evidence of Insurance

7.7.1 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.

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

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 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and the Contractor shall be responsible for assuring that all sub-contractors 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 The Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by the Contractor without prior written approval of County.

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

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 the 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 The 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 sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

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

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the

Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

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

11. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

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

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

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

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

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

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

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

19. 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. Hwy 421 North  
Wilmington, NC 28401

**To Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. 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.

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

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

[SEAL] NEW HANOVER COUNTY  
\_\_\_\_\_  
County Manager

ATTEST:  
\_\_\_\_\_  
Clerk to the Board

[SEAL] CONTRACTOR  
\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Approved as to form:

\_\_\_\_\_  
County Finance Director

\_\_\_\_\_  
County Attorney

STATE OF 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: \_\_\_\_\_

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is president of \_\_\_\_\_, a \_\_\_\_\_, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its president.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



# **Contractor Compliance Requirements**

## **Introduction**

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

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

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

## General Requirements

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

## **Standards of Conduct**

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

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

## Contractor Safety Training

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

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

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

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

## **Contractor Agreement to Comply**

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

(Contractor)

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