

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

Kim Roane, Business Officer  
ph: 910-798-4402  
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Wilmington, NC 28401

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

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## BID SPECIFICATIONS

RFB #DEM-16004

**Wetlands Tree Removal  
NEW HANOVER COUNTY LANDFILL  
5210 U.S. Highway 421 North  
Wilmington, NC 28401**

### Request for Bids

#### Section 1: Advertisement

New Hanover County (NHC) is accepting bids for the removal of shrubs and trees <12" in diameter (excluding trees flagged by the County) from areas on the North and East sides of the constructed wetlands located at the NHC Landfill facility located at 5210 U.S. Highway 421 North, Wilmington, NC 28401.

Proposals addressed to Kim Roane, Business Officer, 3002 U.S. Highway 421 North, Wilmington, North Carolina, 28401 and marked "**RFB # DEM-16004 Wetland Tree Removal Services**" will be accepted until **2:00 p.m. Wednesday, January 20, 2016**.

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>Monday, December 28, 2015</b>	RFB advertised
<b>December 30, 2015 – Jan.8, 2016</b>	Site visits by appointment with 24 hour notice (contact <a href="mailto:kwoodward@nhgov.com">kwoodward@nhgov.com</a> ; or by phone (910) 798-4458).
<b>Monday, January 11, 2016 5:00 p.m.</b>	Deadline for receipt of questions from bidders
<b>Wednesday, January 13, 2016</b>	Questions from bidders answered
<b>Wednesday, January 20, 2016 2:00 p.m.</b>	Deadline for receipt of bids. All bids must be in a sealed envelope and delivered to Kim Roane, Business Officer, NHC Environmental Management, 3002 U.S. Highway 421 North, Wilmington, NC 28401

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## 2.2 Bidder Instructions

- 2.2.1** Proposals must be submitted in a sealed envelope properly marked “**RFB # DEM 16-004 Wetlands Tree Removal**” 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)** All prices and notations shall 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.
- 2.2.3** 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.
- 2.2.4** 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.
- 2.2.5** 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.
- 2.2.6** 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;

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- 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.
- 2.2.7** 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.
- 2.2.8** The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes but does pay North Carolina sales taxes.
- 2.2.9** 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.
- 2.2.10** The County will pay North Carolina sales tax over and above bid prices when invoiced.
- 2.2.11** 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 regardless of whether or not they are referred to in the bid documents.
- 2.2.12** Contractor shall sign and return NHC Environmental Management Contractor Compliance Requirements document.
- 2.2.13** Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.
- 2.2.14** 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 the attached insurance requirements questionnaire. 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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**2.2.15** 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.

**2.4 TIME of Performance/COMPLETION SCHEDULE**

The CONTRACTOR will begin work within one (1) week of the date a purchase order is issued. Completion will be at the discretion of the Environmental Management Department.

**Section 3: Scope of Work**

**SCOPE OF WORK**

**3.0 GENERAL**

3.1 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary licenses to complete the scope of work.

3.2 Performance: The quality of workmanship concerning the wetland tree removal must reflect professional work and conduct.

**3.1 SCOPE OF WORK**

Contractor will remove all shrubs and trees <12" in diameter (excluding trees flagged by county) from areas on the North and East sides of the constructed wetlands located at the New Hanover Landfill, 5210 US HWY 421 N Wilmington NC, 28401. Area for removal on East side extends from roadway bordering wetlands east down to the toe where the slope flattens out and the natural wood-line begins (approximately 40' X 770'= 30,800sqft or 0.71 acres). Area for removal on North side extends from roadway bordering wetlands north down the slope approximately 20' (20' X 395'= 7,900sqft or 0.18 acres). The slopes were constructed to raise the wetland system up above the groundwater table and were originally sodded. It is the county's goal to return these slopes to grass cover that can be maintained by regular mowing and or weed-eating. The contractor will also cut two (2) tall pine trees (>12") on the North slope that have potential to fall and damage the wetlands liner. These can be left in place where they fall provided they fall to the north. Tree stumps are to be cut to within 1" of ground level. Slopes are to be bush hogged sufficiently close to the ground as to allow county staff to maintain by regular mowing and or weed-eating. All debris (excluding the two >12"

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trees) can be disposed of either on site at our yard debris area, or chipped and blown into the woods. If contractor elects to chip, the chips must be applied evenly along the length of the project area, not concentrated in a pile.

#### **4.0 CONTRACTOR SAFETY REQUIREMENTS**

- 4.1** 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).
- 4.2** The Contractor shall be solely responsible for maintaining safety at all work sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.



# **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.

New Hanover County Risk Mgmt.

## Tree Pruning/Maintenance

Insurance Requirements Questionnaire (IRQ)

<b>Instructions</b>	1	<b>Complete</b> this <b>IRQ</b> for <b>Tree Pruning/Maintenance</b> (Medium Risk) contracts and <b>attach</b> the vendor's or contractor's <b>Certificate of Insurance (COI)</b> or <b>Statement of Self Insurance</b> . <sup>1</sup>	
	2	<b>Remit to the NHC Risk Management Dept. for approval:</b> Fax 798-7157 Email <a href="mailto:jstancil@nhcgov.com">jstancil@nhcgov.com</a>	
	3	The approved IRQ or additional instructions will be returned to you by fax or email.	
	4	<b>CONTRACTS:</b> Send the approved <b>IRQ, COI, &amp; completed Contract Request Checklist</b> to: Diane Morgan, NHC Attorney's Office	<b>PURCHASE ORDERS (PO):</b> Send approved <b>IRQ, COI &amp; Quote/Proposal</b> to: Lena Butler, NHC Finance Dept.
<b>Questions? Insurance:</b> <a href="mailto:jstancil@nhcgov.com">Jennifer Stancil</a> / 798-7499 <b>Contract:</b> <a href="mailto:diane.morgan@nhcgov.com">Diane Morgan</a> / 798-7168 <b>PO:</b> <a href="mailto:lena.butler@nhcgov.com">Lena Butler</a> / 798-7190			

**SECTION 1 Department Information**

Contact Name		Dept.		Date	
Phone		Fax		Email	

**SECTION 2 Vendor / Contractor Information**

Company Name		Contact Name	
Address			
City, State, Zip		Phone	

**SECTION 3 Contract Information (New and Renewal)**

Anticipated Cost		Contract Term		<input type="checkbox"/> Day(s)	<input type="checkbox"/> Month(s)	<input type="checkbox"/> Year(s)
Contract Type	<input type="checkbox"/> New	<input type="checkbox"/> Renewal	If Renewal, please provide prior Contract Number:			

**SECTION 4 Description of Work**

Attach a Scope of Work and/or SPECIFIC details of the job<sup>2</sup> (or special equipment, such as mobile equipment)<sup>3</sup>.

Is contractor applying herbicides or pesticides?  Yes  No If so, are they EPA approved?  Yes  No

**SECTION 5 Location of Work**

Building/Department Name or Off-site Location		Street Address	
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**SECTION 6 Motor Vehicle Use**

Will the vendor: Drive to County Property?  Yes  No In the course of providing contract services?  Yes  No

**SECTION 7 Insurance Requirements**

The requirements listed below are the **GENERALLY ACCEPTED** insurance requirements for this class of business.

Insurance Description	Minimum Limits of Insurance Required <b>**Subject to change depending on size/location/description of work**</b>
Commercial General Liability**	\$1mil Ea. Occurrence; \$1mil Products/Completed Operations; General Aggregate Limit shall apply separately to this project/location or the general aggregate limit shall be twice the required limit.
Herbicide/Pesticide Applicator Coverage	\$1,000,000 Each Occurrence, may be included in Commercial General Liability; Required if applying herbicides or pesticides
Commercial Auto Liability	\$1,000,000 Each Accident; Any Auto including Hired & Non-owned Liability
Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000/\$500,000/\$500,000
Additional Insured	** New Hanover County ( <i>not your department</i> ), its officers, officials, agents and employees

**A combination of Umbrella/Excess and primary limit may be used to provide coverage for the amount shown.**

**Worker's Compensation is required if the contractor/vendor has employees. A Waiver of Worker's Compensation is acceptable for a Sole Proprietor, Partners, or LLC that has NO employees.**

**Please refer to sample insurance terms for full specifications.**

**Certificates of Insurance should include the following:**

1. New Hanover County, its officers, officials, agents and employees as an additional insured (*as noted above by \*\**).
2. Disclose any self-insured retention (allowed only if pre-approved).
3. Designate New Hanover County, 230 Government Center Dr #125, Wilmington, NC 28403 as certificate holder.
4. New Hanover County shall be notified at least 30 days in advance of cancellation or material change in coverage.
5. Provide a Waiver of Subrogation on Worker's Compensation/Employer's Liability; contact Risk Mgmt. if not available from insurer.

**To be completed by New Hanover County Risk Management**

Reviewed by:		Date:		Approved:	Yes	No
Additional Instructions:						

<sup>1</sup> A certificate of insurance may not be available if the company is self-insured. If so, please request a statement on the company's letterhead detailing the self-insurance limits, self-insured retentions, and the contact information for filing claims.

<sup>2</sup> Details should include information about the hazards involved in the job, including any design work and/or pollution exposures.

<sup>3</sup> Examples of special or mobile equipment: scaffolding, booms, lifts, tractors, bulldozers, etc.