

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

BID SPECIFICATIONS

RFB #16-0305 RE-ADVERTISEMENT

FENCING CONSTRUCTION AND INSTALLATION NEW HANOVER COUNTY LANDFILL Construction & Demolition Facility 5210 U.S. Highway 421 North Wilmington, NC 28401

Request for Bids

Section 1: Re-Advertisement

New Hanover County (NHC) is re-advertising for bids for the construction and installation of fencing at the New Hanover County (NHC) Landfill Construction & Demolition (C&D) facility 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 # 16-0305 C&D FENCING CONSTRUCTION AND INSTALLATION**" will be accepted until **2:00 p.m. Tuesday, April 12, 2016**.

Instructions for submitting bids and complete requirements and information may be obtained by contacting Kim Roane, Business Officer: 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

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| Tuesday, April 5, 2016 | RFB re-advertised. |
| Wednesday, April 6, 2016, 2:00 p.m. | Deadline for questions. All questions must be submitted in writing to Kim Roane, Business Officer (kroane@nhcgov.com). |
| Thursday, April 7, 2016 | Questions will be answered via written addendum. |
| Tuesday, April 12, 2016, 2:00 p.m. | Deadline for receipt of bids. Sealed proposals addressed as per aforementioned instructions must be received at Environmental Management offices, 3002 U.S. Highway 421 North, Wilmington, NC 28401, by 2:00 p.m. |
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2.2 Bidder Instructions

- 2.2.1** Proposals should be submitted as a document set, containing one (1) original and one (1) hard copy.

Proposals must be submitted in a sealed envelope properly marked “**RFB # 16-0305 C&D Fencing Construction and Installation**” 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 **must** 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.**

Bidders shall provide a turnkey, lump sum bid to complete the work. Bid price shall be clearly stated on the required price sheet/bid form.

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.

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered.

2.2.2 Pre-Bid Site Visit

All bidders are encouraged to complete a site visit in order to review the location, grade and slope of the area to be fenced. Arrangements for the site visit may be made by contacting Andy Mulvey, Environmental Specialist, (910) 798-4453. The project site is located at the New Hanover County Landfill, 5210 HWY. 421 N, Wilmington, NC.

- 2.2.3** The deadline for receipt of bids will be **Tuesday, April 12, 2016 at 2:00 p.m.**

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- 2.2.4** 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. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 2:00 P.M., EST, Wednesday, April 6, 2016.**
- 2.2.5** The deadline for receipt of all bid proposals is **Tuesday, April 12, 2016, at 2:00 PM, EST**. Any proposals received after the scheduled closing time will not be accepted.
- 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 must be signed by an authorized individual of the firm(s). Bids that are not signed will 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;

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- 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 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 E-Verify Requirements

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must certify compliance with E-Verify.

2.2.20 Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.2.21 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 with the attached DRAFT CONTRACT.

2.2.22 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.

2.2.23 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.

2.2.24 Federal Taxes: New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation taxes.

2.2.25 North Carolina Sales Tax: If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. County will pay North Carolina sales tax over and above bid prices when invoiced.

2.2.26 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.

2.2.27 Iran Divestment Act Certification

As required by N.C.G.S. 147-86.55 et.seq., the contractor must certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. This certification will be included in the contract.

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 of Completion

The CONTRACTOR will commence services upon receipt of notice to proceed and purchase order, with all work being completed within thirty (30) calendar days after date of purchase order.

2.5 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The CONTRACTORS agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

2.6 Minority Participation

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, New Hanover County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at www.doa.nc.gov/hub.

Section 3: Contract draft

3.1 The Draft Contract is attached to this RFB.

Section 4: Scope of Work (also referred to as Contract “Exhibit A”)

SCOPE OF WORK

4.0 GENERAL

4.01 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 permits and licenses to complete the scope of work.

4.02 Performance: The quality of workmanship concerning the construction and installation of fencing for the New Hanover County Landfill must reflect professional work and conduct.

4.03 CONTRACTOR shall construct and install fencing for the New Hanover County Landfill C&D Facility located at 5210 HWY. 421 N, Wilmington, NC. according to the following project requirements (see Exhibit B for drawing/schematic):

- Fence posts shall be 4" X 4" X 16' treated
- Fence posts shall be installed 4' below ground surface (12' extending above ground surface)
- Fencing shall consist of 2" X 4" galvanized welded fence wire
- Wire rolls shall be 72" tall
- Fencing shall consist of two (2) rolls slightly overlapped and attached with galvanized hog rings
- Fence posts shall be installed with slight angle towards inside of construction & demolition facility.
- Fence posts shall be installed every twenty (20) feet
- Two 4' x 7' gates shall be installed (see Exhibit B drawing for locations).
- Fence wire shall be mounted to posts with galvanized U nails.
- Exact location/arrangement of fencing shall be determined in field with County staff.
- Bids shall be based on total of 900 linear feet of fencing being constructed/installed.
- Fence corners and start/end points shall be braced/anchored so that fencing remains vertically oriented and maintains integrity.

4.04 Site Preparation

- The CONTRACTOR is responsible for locating all existing utilities prior to beginning the work. Underground utilities do exist and shall be avoided during the grading and stormwater swale/ditch shaping work. CONTRACTOR shall be responsible for locating all utilities prior to beginning the work
- CONTRACTOR shall be responsible for any needed site preparation work required
- CONTRACTOR shall be responsible for any costs arising as the result of hitting underground utilities

4.05 Permitting

CONTRACTOR shall be responsible for any and all permits and all associated documentation necessary to complete the work

4.06 CONTRACTOR Safety Requirements

- 4.06.1** 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).
- 4.06.2** 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.
- 4.06.3** The CONTRACTOR shall comply with all OSHA requirements including, but not limited to, notices and training.

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**NEW HANOVER COUNTY
RFB #16-0305 FENCING CONSTRUCTION AT LANDFILL C&D FACILITY
Price Sheet/Bid Form**

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

DATE: _____ CONTRACTOR: _____

PHONE: _____ ADDRESS: _____

EMAIL ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, Construction and Installation of Fencing for the New Hanover County Landfill, dated April 5, 2016, 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#16-0305:

TOTAL TURNKEY BID PRICE: _____

DESCRIPTION OF WORK TO BE PERFORMED AND MATERIALS TO BE USED:

REFERENCES:

| Company | Contact | Phone | Cell Phone | Email |
|---------|---------|-------|------------|-------|
| | | | | |
| | | | | |
| | | | | |

Signature

Title

State of Incorporation

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

**NEW HANOVER COUNTY
RFB #16-0305
CONSTRUCTION AND INSTALLATION OF FENCING FOR THE NEW HANOVER COUNTY
LANDFILL C&D FACILITY**

STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents 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

Title

Address of Firm

Telephone Number

Date

State of Incorporation

DRAFT

NORTH CAROLINA

NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT made and entered into this _____ day of _____ 2016 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, 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 construct and install fencing for the New Hanover County Landfill C&D Facility located at 5210 Hwy. 421 N., Wilmington, N.C. as more fully described on Exhibits A and B and in accordance with Contractor Compliance Requirements, 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 within thirty (30) days from said Notice.

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

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

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

21. E-Verify Compliance. Pursuant to S.L. 2016-294, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. Iran Divestment Act of 2015 Compliance Pursuant to N.C.G.S. 143C-6A-1 to 6A-9. The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

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

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

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the cost of property purchased and the amount of sales and use taxes paid thereon;
- d. the project for which the property was used;

- e. if the property was purchased in this State, the county to which it was delivered;
and
- f. if the property was not purchased in this State, the county in which the property was used.

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

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

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

24. 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
5210 U.S. Hwy. 421 North
Wilmington, NC 28401

To Contractor:

25. 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.

26. 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 (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

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 _____, 2016.

Notary Public

My commission expires: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ came before me this day and acknowledged that (s)he is Secretary of _____ an _____, and that by authority 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 _____, 2016.

Notary Public

My commission expires: _____

Section 4: Scope of Work (also referred to as Contract "Exhibit A")

SCOPE OF WORK

4.0 GENERAL

- 4.01** 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 permits and licenses to complete the scope of work.
- 4.02** Performance: The quality of workmanship concerning the construction and installation of fencing for the New Hanover County Landfill must reflect professional work and conduct.
- 4.03** CONTRACTOR shall construct and install fencing for the New Hanover County Landfill C&D Facility located at 5210 HWY. 421 N, Wilmington, NC. according to the following project requirements (see Exhibit B for drawing/schematic):
- Fence posts shall be 4" X 4" X 16' treated
 - Fence posts shall be installed 4' below ground surface (12' extending above ground surface)
 - Fencing shall consist of 2" X 4" galvanized welded fence wire
 - Wire rolls shall be 72" tall
 - Fencing shall consist of two (2) rolls slightly overlapped and attached with galvanized hog rings
 - Fence posts shall be installed with slight angle towards inside construction & demolition facility.
 - Fence posts shall be installed every twenty (20) feet
 - Two 4' x 7' gates shall be installed (see Exhibit B drawing for locations).
 - Fence wire shall be mounted to posts with galvanized U nails
 - Exact location/arrangement of fencing shall be determined in field with County staff.
 - Bids shall be based on total of 900 linear feet of fencing being constructed/installed.
 - Fence corners and start/end points shall be braced/anchored so that fencing remains vertically oriented and maintains integrity.

4.04 Site Preparation

- The CONTRACTOR is responsible for locating all existing utilities prior to beginning the work. Underground utilities do exist and shall be avoided during the grading and stormwater swale/ditch shaping work. CONTRACTOR shall be responsible for locating all utilities prior to beginning the work
- CONTRACTOR shall be responsible for any needed site preparation work required
- CONTRACTOR shall be responsible for any costs arising as the result of hitting underground utilities

4.05 Permitting

CONTRACTOR shall be responsible for any and all permits and all associated documentation necessary to complete the work

4.06 CONTRACTOR Safety Requirements

- 4.06.1** 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).
- 4.06.2** 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.
- 4.06.3** The CONTRACTOR shall comply with all OSHA requirements including, but not limited to, notices and training.



**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.