REQUEST FOR BIDS
SCALE PURCHASE AND INSTALLATION
FOR
ENVIRONMENTAL MANAGEMENT DEPARTMENT
RFB # 18-0345

COUNTY COMMISSIONERS
WOODY WHITE, CHAIRMAN
SKIP WATKINS, VICE-CHAIRMAN
JONATHAN BARFIELD, JR.
PATRICIA KUSEK
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
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NEW HANOVER COUNTY, WILMINGTON, NC

REQUEST FOR BIDS
SCALE PURCHASE AND INSTALLATION
FOR
ENVIRONMENTAL MANAGEMENT DEPARTMENT
RFB # 18-0345

In accordance with NCGS 143-129, sealed Bids addressed to Kim Roane, Business Officer, New Hanover County Environmental Management, 3002 U.S. Highway 421 N., Wilmington, North Carolina 28401 and marked “SCALE PURCHASE AND INSTALLATION-RFB # 18-0345” will be accepted until 2:00 P.M. EST, Thursday, May 10, 2018.

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover Environmental Management Conference Room, located at 3002 U.S. Highway 421 N., Wilmington, North Carolina.

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

The Environmental Management Department and the Board of County Commissioners reserve the right to accept or reject any or all Bids and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Released: Tuesday, April 17, 2018
Section 2  Instructions and General Conditions

2.1 Schedule

<table>
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<th>Advertisement</th>
<th>Tuesday, April 17, 2018</th>
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| Mandatory Pre-Bid Meeting      | Tuesday, April 24, 2018, 2:00 PM EST  
New Hanover County Environmental Management Department  
Administrative Office  
3002 U.S. Highway 421 N.  
Wilmington, NC  28401 |
| Deadline for Bidder Questions  | Tuesday, May 1, 2018 2:00 p.m. Submitted in Writing to Lbutler@nhcgov.com |
| Responses to Bidder Questions Issued | Friday, May 4, 2018, 5:00 PM EST. |
| Deadline for Receipt of Bids/ Bid Opening | Thursday, May 10, 2018 at 2:00 M EST.  
New Hanover County Environmental Management Dept.  
Administrative Office  
3002 U.S. Highway 421 N.  
Wilmington, North Carolina 28401 |

2.2 Preparation of Bid

2.2.1 Completion of Bid Form: Bidders are instructed to submit their bid on the bid Bid form contained in this bid package. One (1) original and two (2) clearly identified copies of the bid shall be included, as well as one (1) copy on CD/DVD/USB drive.

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All bids must be signed. Bids not signed will be rejected. Changes or corrections made on the Bid should be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.2 Required Specifications: Bidder's bid shall be in strict accordance with the County's specifications. The Environmental Management Department and the Board of County Commissioners reserve the right to reject any and all Bids deemed non-responsive to the requirements set forth in the RFB.
2.2.3 **Deviations**: New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.2.4 **Warranties**

2.2.4.1 Bidder warrants that all goods furnished shall be free from all defects, and shall conform in all respects to the technical specifications established by the County.

2.2.4.2 If the County's specifications include a statement of the particular purpose for which the goods will be used, the goods offered by bidder shall be fit for this purpose.

2.3 **Submission of Bid**

2.3.1 **Bond**: A bid bond is not required.

2.3.2 **Bids**: All bids in response to this RFB shall be delivered to the address listed below. Any Bid arriving after the deadline will not be accepted and will not be considered. Bidders are instructed to submit one (1) original and two (2) clearly identified copies of their bid as well as one (1) copy on CD/DVD/USB drive in a sealed envelope properly marked "RFB # 18-0345-SCALE PURCHASE AND INSTALLATION" and shall be addressed to County at the following address:

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

Delivery of Bids to the proper individual is the sole responsibility of the Bidder. Bids are due **Thursday, May 10, 2018, at 2:00 PM EST**.

2.3.3 **Unacceptable Bids**: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Invitation for Bids will not be acceptable.

2.3.4 **Quality**: Items offered must at least meet specifications called for and must be of quality which will adequately serve the use and purpose for which it is intended.

2.3.5 **Description**: Bidders must furnish with their bid detailed descriptive literature and general specifications and other pertinent data necessary for evaluation of their bid.
2.3.6 **Signature Required:** Please be sure to sign your bid. Failure to sign bid prior to submittal shall render bid invalid.

2.3.7 **Late Bids:** Late bids will not be accepted. It is the responsibility of the Bidder to have the bid delivered to the location specified in the RFB by the time and date noted.

2.4 **Communication**

2.4.1 After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7410. All questions concerning this bid shall reference the bid number, section number and paragraph. 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, Tuesday, May 1, 2018.**

2.4.2 Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section. If any vendor attempts any unauthorized communication, the Bid will be rejected.

2.4.3 All Bidders who intend to submit a Bid on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFB; if applicable.

2.5 **Material and Workmanship**

All equipment furnished will be guaranteed to be new and of current manufacture, to meet all requirements of these specifications, and to be ready for use at time of delivery. All workmanship will be of high quality and accomplished in a professional manner so as to insure that the equipment is functional.

2.6 **Trade Secret Confidentiality**

Bids submitted shall not be subject to public inspection until a contract is awarded.

According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Bidder while attempting to maximize the availability of information to the public.

2.7 **Term of Contract**
Contractor shall commence services on Notice to Proceed via Purchase Order with all work being completed within sixty (60) days of said notice.

2.8 Withdrawal of Bids
Bidders may withdraw or withdraw and resubmit their Bid at any time prior to the closing time for receipt of Bids. NO Bid may be withdrawn after the scheduled closing time for receipt of Bids for a period of ninety (90) days.

2.9 Condition of Goods
All goods shall be new and in no case will be used, reconditioned, refurbished, remanufactured, or obsolete equipment be accepted.

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

2.11 Award of Contract
The contract will be awarded to the bidder whose goods or services are determined to be the best value to the County. When evaluating the bid Bids, the following factors will be considered: The lowest responsive, responsible bidder, taking into consideration cost, quality, performance and time.

2.12 Ownership of Documents
All material received in response to this RFB shall become the property of the County and will not be returned to the vendors.

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

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. The County will pay North Carolina sales tax over and above bid prices when invoiced.

2.14 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 Proposer agrees 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 Proposer 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.

Pursuant to GS 143-48, New Hanover County invites and encourages participation in this procurement process by businesses owned by minorities, women, and handicapped.

2.15 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.

2.16 Indemnity

Bidder/Contractor shall indemnify and hold the County, its officers, officials, agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Bidder/Contractor, its agents, employees and subcontractors in the performance of work or services.

2.17 Insurance

Before commencing any work, the Contractor shall procure insurance in his/her name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in the DRAFT CONTRACT 18-0345 attached to this RFB. 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, its agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by it.

2.18 Addendum
The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum.

2.19 Compliance with Bid Requirements

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

2.20 Costs of Bids

The costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the responding Bidders and will not be reimbursed by New Hanover County.

2.21 Willingness to Extend Bid Pricing

Contingent upon adoption of the Fiscal Year 18-19 Budget, County may decide to purchase one (1) additional scale for installation at the Landfill during Fiscal Year 18-19. Contractor shall indicate on the Bid Price Sheet the length of time the pricing will be extended for a prospective additional purchase. A minimum of 122 days beyond the start of fiscal year 18-19, to October 31, 2018, is requested. County shall not be obligated to make any purchase and may make a decision to request bids for the additional scale.

2.22 Right to Reject Bids

The Environmental Management Department and the Board of County Commissioners reserves the right to accept or reject any or all Bids and to make the award which will be most advantageous to the County.
Section 3: Technical Specifications

New Hanover County Landfill Scale Purchase and Installation

The New Hanover County (NHC) Environmental Management Department seeks a contractor to provide turnkey services necessary to provide and install a new prefabricated 70’ x 11’ scale at the NHC Landfill located at 5210 U.S. Highway 421 N., Wilmington, NC. The scope of work will also include all necessary site work, electrical work and permit acquisition as necessary to complete the project. All components of the turnkey scale system shall, at a minimum, consist of the following items:

Scale Platform
- Prefabricated 70’ x 11’ concrete deck
- 3-module design
- 14.5” overall height with orthotropic rib design and 10” deck
- Concentrated Load Capacity of 100,000 lbs.
- Scale shall be designed and empirically tested to handle volumes up to 500 weighments/day for 20 years.
- Contractor shall provide manufacturer’s dimensionally correct drawing.

Foundation
- Foundation construction consisting of forming and pouring piers and washout slabs consistent with the existing scale system
- Two (2) level concrete approaches consistent with the existing scale system, and as required by the State of North Carolina for scale certification, including concrete finishing of both the approaches and the deck
- Contractor shall prepare the soil to achieve a minimum soil bearing of 2,500 psf. Contractor is responsible for conducting and providing soil tests/results required to meet the soil bearing capacity.

Entry/Exit Ramps
- Two (2) concrete ramps consistent with the existing scale system, and as required by the State of North Carolina for scale certification, including concrete finishing

Bollards and side rails
- Bollards: Twelve (12) bollards must be installed (as shown in Exhibit #1) at the entrance and twelve (12) bollards must be installed at the exit to the new scale, and all shall be painted safety yellow
- Full side rail kit consistent with the existing scale system
- Rails shall be 6.0” diameter steel pipe with end caps and painted safety yellow to match bollards.
- Bollards shall be 6.0” steel pipe, 3’ below ground and 3’ above ground.

Display
- A remote display unit for scale weights shall be installed: 2” LED display
• Display unit shall be mounted on the side of the scale house and the existing display and the new display labeled accordingly: “Inbound Scale 1” and “Inbound Scale 2.”

**Load Cells**
• Each load cell shall be constructed of stainless steel and hermetically sealed with a minimum capacity of 110,000 lbs.
• Each load cell shall have the ability to output signal strength, network health, moisture content, levelness, and record number of overloads.
• Each load cell shall have an integral microprocessor that outputs a digital signal to the scale instrument.

**Load Cell Cables and Home Run Cable**
• The load cell and home run cables shall consist of stainless steel sheathed cables, quick disconnect connectors, 20 gauge, 9-conductor.

**Instrumentation**
• The scale instrument shall have flexible storage capability with a minimum of 256 megabytes of memory
• The scale instrument shall run SQL or equivalent database application to enable possible integration into higher level databases (must be compatible with Carolina Software). A data conduit must be installed for all data wiring
• Load cells shall operate on a network
• Load cells shall require no junction boxes, summing boxes, totalizers or other similar items
• All instrumentation shall be installed by Contractor.

**Electrical**
• Contractor shall provide all electrical work necessary to operate the new scale system. This work shall include, but is not limited to, conduit, wiring, trenching, scale display units, and connection to the Waste Wizard equipment installed by Carolina Software. County is not responsible for providing any electrical work.
• All electrical installation and connections are the responsibility of the Contractor. This is a turn-key bid, and as such requires that all electrical connections be made so as to allow operation of the scale system and software upon completion and handoff/turnover to the County for scale operation. This requires collaboration with Carolina Software for Wizard operations. Contractor is ultimately responsible for incorporating the Carolina Software products into the scale operations through collaboration with Carolina Software technicians.

**Lightning Protection**
• The grounding system shall consist of a single point and include major components such as load cells and scale instrument.
• Verification of the lightning protection system’s performance shall be available in writing from a third party verification lab upon request
• The load cells, cables and scale instrument shall be able to withstand the equivalent of a lightning strike of 38,000 amperes.

**Permits**
• Contractor shall be responsible for obtaining any and all permits necessary to complete the work.

Warranty
• The warranty shall be for a minimum period of five (5) years from the date of installation
• Scale manufacturer shall warrant the scale assembly including all load cells, weighbridge structure, scale instrument and associated cables from failure due to a defect in manufacturing, workmanship, lightning, or surge voltages.
• The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location.
• The full cost of the warranty as specified herein shall be supported solely by the manufacturer and not in part by any other 3rd party or service provider.

Service
• A heavy duty test truck (minimum 20,000 lb. test weights and 5,000 lb. certified weight cart) shall be available from this location for both service and calibration.
• Contractor shall guarantee service within 24 hours of receiving a service call.

Scale Location
• The new scale shall be located adjacent to and to the south of the existing inbound scale at 5210 U.S. Highway 421 N., Wilmington, NC. The final location shall be agreed upon in the field by County staff.

Lane Control
• Contractor for 18-0345 responsible for providing, installing and mounting a barrier gate and weatherproof power/wiring for gate equipment. In addition to automatic opening upon successful scale transaction, manual open/shut buttons shall be installed inside the scale house at the inbound window location.
• Contractor for 18-0345 responsible for running gate wires (open wires) and making connections to Wizard box.

Disposal of Excavated Materials
• County shall be responsible for acceptance of excavated materials at no cost to the Contractor.

Carolina Software Standard Installation Information:
• Overview: Carolina Software, the County’s service provider for scale service billing software, ships the kiosks for the Waste Wizard in a ready to install state (on pallets with the hood and mounting post). Contractor for Scale Purchase and Installation (Contract 18-0345) shall mount and wire the kiosks prior to Carolina Software technician’s on-site visit (or our remote work if we are not planning a visit). The documentation provided and the diagrams on the inside of the door outline the wiring specifications. There shall be two (2) runs of Cat5(6) run to each enclosure (one is for backup). The Cat5 is to be terminated and connected in the enclosure where marked (and the same goes for the power connections). On the other end the network cable is to be terminated and connected to the LAN (switch). Contractor shall drill holes in the bottom of the box to stub in conduit (flex). Power and data should be run in separate conduits and terminated in the box. The Contractor shall also mount and wire the intercom’s external horn speaker during installation. Exhibits #2.1 – 2.26 are included for review.
WasteWIZARD

Box Mounting and Wiring

- WasteWIZARD comes standard with keypad interface for vehicle identification.
- Drawings and specs provided by Carolina Software for WasteWIZARD box mounting.
- Contractor (for Contract 18-0345, Scale Purchase and Installation) to provide for mounting and wiring of WasteWIZARD enclosures.
- WasteWIZARD Box(es) to be mounted by Contractor (for Contract 18-0345) prior to WasteWIZARD installation date (prior to on-site by Carolina Software)
- Recommended WasteWIZARD Mounting – County staff to determine precise placement, based on average vehicle height of main automation population.
- Contractor to provide electrical service connection to the box in the designated mounting area.
- Contractor for 18-0345 to provide (separate) electrical and data conduits for WIZARD (EACH box) to include:
  - Electrical (each lane): 20 Amp/120V Service to power connection. See inside of Wizard box door for connection diagram.
- Contractor for Contract 18-0345 to provide at least 2 runs of Ethernet (CAT5, or better) connection to each Wizard box. Contractor to provide Ethernet terminations in WasteWIZARD box and in Scalehouse network closet (County to provide network equipment inside closet). Flexible conduit should be used for final approach to Wizard box (to accommodate “swing-arm” movement of Wizard box).
- Intercom: IP intercom provided. Dedicated IP required. Contractor for 18-0345 to mount and wire external horn speaker to bottom of WasteWIZARD enclosure.
- Switch provided with WasteWIZARD enclosure. Contractor for 18-0345 to provide terminations for all network cables.
Section 4: DRAFT Contract
SCALE PURCHASE AND INSTALLATION

RFB # 18-0345

Deadline for Receipt of Bids: 2:00 p.m. EST, Thursday, May 10, 2018

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Total Bid Amount as Specified $____________________________________________

Bid Price Written in Words: ______________________________________________________

Exceptions to Bid:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Prices quoted in bid shall be FOB Destination and shall be a turnkey price, to include all costs; shipping, delivery, site preparation, permits, installation, setup, and training. Bidder shall guarantee the prices quoted against any increase for one hundred twenty (120) days or completion of project, whichever comes first.

Further, should the County decide to purchase one (1) additional scale, Bidder agrees to extend the same pricing for a period of ____________ days beyond the start of Fiscal Year 2018-19. Exceptions to this price extension are noted as follow:
____________________________________________________________________________
____________________________________________________________________________

Warranty:
Scale Platform and Electronics
State the warranty period from the date of installation: ______________________
Does the warranty support 100% coverage of repair parts, labor, travel time and mileage? _____
Is the full cost of the warranty covered by the manufacturer and not a 3rd party provider? _____

Service:
State the mileage of the closest service office from the Landfill _________________ miles. 
Response time for service calls: Average__________ hours; Maximum__________ hours.

**Lightening Protection:**
Is the grounding system single point and does it include all major components such as load cells and scale instruments? _______________
Are the load cells, cables and scale instrument able to withstand the equivalent of a lightning strike of 38,000 amperes? _______________
Is verification of the lightning protection system’s performance available in writing from a 3rd party verification lab? _______________

**Turn-key Bid:**
Does the bidder confirm this to be a turn-key bid price, inclusive of all work and materials required to provide scale operation at the time installation is completed? _______________

**Training:**
Describe training program included with bid:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

**Notice to Proceed**

The undersigned, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified after the award and to begin the process of providing the SCALE PURCHASE AND INSTALLATION as specified in this bid upon receipt of a Purchase Order issued by New Hanover County and the fully executed contract.

**Addendum**

Receipt of the following Addendum is acknowledged:

Addendum No. _____________________ Date___________________, 2018
Addendum No. _____________________ Date___________________, 2018

**References:** Please provide three (3) references for whom similar goods and services have been provided:

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<th>Company</th>
<th>Contact Name</th>
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Bidder Information

Please check as appropriate and complete the items below.

The Bidder is:

______ An Individual

______ A Partnership between: ________________________________

______ A Joint Venture consisting of: ________________________________

______ A Corporation organized under the laws of the State of ________________

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<th><strong>Signature of Representative and Date Signed</strong></th>
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AGREEMENT

THIS CONTRACT made and entered into this ____ day of ______________________ 2018 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 purchase and install a new set of landfill scales, to include paving, electrical, grading and permitting, at the New Hanover County Landfill located at 3002 U.S. Highway 421 North, Wilmington, North Carolina in accordance with and as more fully described in the Bid Specifications and Contractor Compliance Requirements attached hereto as “Exhibit A” and incorporated herein by reference.

2. **Time of Performance.** The term of this Agreement shall begin from receipt of Notice to Proceed and all work shall be completed within sixty (60) days of 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, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or
omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

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 (CUL) insurance with a total limit of not less than $2,000,000 for 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 26 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 CUL, 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 in excess of and shall not contribute to 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. Employer's Liability, and if necessary, CUL insurance shall not be less than $1,000,000 for each accident for bodily injury by accident, $1,000,000 for 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 applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $2,000,000 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 used in the performance of work or services.

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 in excess of and shall not contribute to 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; 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 all policies are subject, regardless of whether County is an insured under the policy.

7.5. **Miscellaneous Insurance 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, Ste. #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 a specific exemption.

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. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.2. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.9.3. 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.

7.9.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.9.5. 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.

7.9.6. County does not represent that coverage and limits will 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.

7.9.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.
7.9.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been 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, the 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 an annual appropriation 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 Contractor 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 performing the work or services to be performed under this Contract without the prior 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. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

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

19. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.
20. **E-Verify Compliance.** Pursuant to N.C.G.S. 143.133.3, 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.

21. **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.

23. **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. Highway 421 N.
Wilmington, NC 28401

**To Contractor:**


24. **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.

25. **Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

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

County Manager

ATTEST:

Clerk to the Board

CONTRACTOR

BY: ______________________ (Seal)
   President

ATTEST:

Secretary

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

County Finance Officer

Approved as to form:

County Attorney

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

I, ______________________, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell 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 _______, 2018.

Notary Public

My commission expires:_________________
STATE OF ____________________

__________________ COUNTY

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 limited liability corporation, the foregoing instrument was signed in its name by its President.

WITNESS my hand and official seal, this ___ day of ________________________, 2018.

________________________________
Notary Public

My commission expires: ____________________
New Hanover County Landfill Scale Purchase and Installation

The New Hanover County (NHC) Environmental Management Department seeks a contractor to provide turnkey services necessary to provide and install a new prefabricated 70’ x 11’ scale at the NHC Landfill located at 5210 U.S. Highway 421 N., Wilmington, NC. The scope of work will also include all necessary site work, electrical work and permit acquisition as necessary to complete the project. All components of the turnkey scale system shall, at a minimum, consist of the following items:

Scale Platform
- Prefabricated 70’ x 11’ concrete deck
- 3-module design
- 14.5” overall height with orthotropic rib design and 10” deck
- Concentrated Load Capacity of 100,000 lbs.
- Scale shall be designed and empirically tested to handle volumes up to 500 weighments/day for 20 years.
- Contractor shall provide manufacturer’s dimensionally correct drawing.

Foundation
- Foundation construction consisting of forming and pouring piers and washout slabs consistent with the existing scale system
- Two (2) level concrete approaches (10’ x 11’) consistent with the existing scale system, including concrete finishing of both the approaches and the deck
- Contractor shall prepare the soil to achieve a minimum soil bearing of 2,500 psf. Contractor is responsible for conducting and providing soil tests/results required to meet the soil bearing capacity.

Entry/Exit Ramps
- Two (2) thirty (30’ x 11’) foot concrete ramps consistent with the existing scale system, including concrete finishing

Bollards and side rails
- Bollards: Fourteen (14) bollards must be installed (as shown in Exhibit #1) at the entrance and Fourteen (14) bollards must be installed at the exit to the new scale, and all shall be painted safety yellow
- Full side rail kit consistent with the existing scale system
- Rails shall be 3.5” diameter schedule 40 galvanized pipe with end caps and painted safety yellow to match bollards.

Display
- A remote display unit for scale weights shall be installed: 2” LED display
Load Cells
- Each load cell shall be constructed of stainless steel and hermetically sealed with a minimum capacity of 110,000 lbs.
- Each load cell shall have the ability to output signal strength, network health, moisture content, levelness, and record number of overloads.
- Each load cell shall have an integral microprocessor that outputs a digital signal to the scale instrument.

Load Cell Cables and Home Run Cable
- The load cell and home run cables shall consist of stainless steel sheathed cables, quick disconnect connectors, 20 gauge, 9-conductor.

Instrumentation
- The scale instrument shall have flexible storage capability with a minimum of 256 megabytes of memory
- The scale instrument shall run SQL or equivalent database application to enable possible integration into higher level databases (must be compatible with Carolina Software). A data conduit must be installed for all data wiring
- Load cells shall operate on a network
- Load cells shall require no junction boxes, summing boxes, totalizers or other similar items
- All instrumentation shall be installed by Contractor.

Electrical
- Contractor shall provide all electrical work necessary to operate the new scale system. This work shall include, but is not limited to, conduit, wiring, trenching, entry and exit stop lights, scale display units, and connection to the Waste Wizard equipment installed by Carolina Software. County is not responsible for providing any electrical work.
- All electrical installation and connections are the responsibility of the Contractor. This is a turn-key bid, and as such requires that all electrical connections be made so as to allow operation of the scale system and software upon completion and handoff/ turnover to the County for scale operation. This requires collaboration with Carolina Software for Wizard operations. Contractor is ultimately responsible for incorporating the Carolina Software products into the scale operations through collaboration with Carolina Software technicians.

Lightning Protection
- The grounding system shall consist of a single point and include major components such as load cells and scale instrument.
- Verification of the lightning protection system’s performance shall be available in writing from a third party verification lab upon request
- The load cells, cables and scale instrument shall be able to withstand the equivalent of a lightning strike of 38,000 amperes.

Permits
- Contractor shall be responsible for obtaining any and all permits necessary to complete the work.

Warranty
- The warranty shall be for a minimum period of five (5) years from the date of installation
• Scale manufacturer shall warrant the scale assembly including all load cells, weighbridge structure, scale instrument and associated cables from failure due to a defect in manufacturing, workmanship, lightning, or surge voltages.
• The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location.
• The full cost of the warranty as specified herein shall be supported solely by the manufacturer and not in part by any other 3rd party or service provider.

Service
• A heavy duty test truck (minimum 20,000 lb. test weights and 5,000 lb. certified weight cart) shall be available from this location for both service and calibration.
• Contractor shall guarantee service within 24 hours of receiving a service call.

Scale Location
• The new scale shall be located adjacent to and to the south of the existing inbound scale at 5210 U.S. Highway 421 N., Wilmington, NC. The final location shall be agreed upon in the field by County staff.

Lane Control
• Contractor for 18-0345 responsible for providing, installing and mounting a barrier gate and weatherproof power/wiring for gate equipment. In addition to automatic opening upon successful scale transaction, manual open/shut buttons shall be installed inside the scale house at the inbound window location.
• Contractor for 18-0345 responsible for running gate wires (open wires) and making connections to Wizard box.

Disposal of Excavated Materials
• County shall be responsible for acceptance of excavated materials at no cost to the Contractor.

Carolina Software Standard Installation Information:
• Overview: Carolina Software ships the kiosks for the Waste Wizard in a ready to install state (on pallets with the hood and mounting post). Contractor for Scale Purchase and Installation (Contract 18-0345) shall mount and wire the kiosks prior to Carolina Software technician’s on-site visit (or our remote work if we are not planning a visit). The documentation provided and the diagrams on the inside of the door outline the wiring specifications. There shall be two (2) runs of Cat5(6) run to each enclosure (one is for backup). The Cat5 is to be terminated and connected in the enclosure where marked (and the same goes for the power connections). On the other end the network cable is to be terminated and connected to the LAN (switch). Contractor shall drill holes in the bottom of the box to stub in conduit (flex). Power and data should be run in separate conduits and terminated in the box. The Contractor shall also mount and wire the intercom’s external horn speaker during installation. Exhibits #2.1 – 2.26 are included for review.

• WasteWIZARD
  Box Mounting and Wiring
  • WasteWIZARD comes standard with keypad interface for vehicle identification.
  • Drawings and specs provided by Carolina Software for WasteWIZARD box mounting.
  • Contractor (for Contract 18-0345, Scale Purchase and Installation) to provide for mounting and wiring of WasteWIZARD enclosures.
  • WasteWIZARD Box(es) to be mounted by Contractor (for Contract 18-0345) prior to WasteWIZARD installation date (prior to on-site by Carolina Software)
- Recommended WasteWIZARD Mounting – County staff to determine precise placement, based on average vehicle height of main automation population.
- Contractor to provide electrical service connection to the box in the designated mounting area.
- Contractor for 18-0345 to provide (separate) electrical and data conduits for WIZARD (EACH box) - to include:
  - Electrical (each lane): 20 Amp/120V Service to power connection. See inside of Wizard box door for connection diagram.
- Contractor for Contract 18-0345 to provide at least 2 runs of Ethernet (CAT5, or better) connection to each Wizard box. Contractor to provide Ethernet terminations in WasteWIZARD box and in scale house (customer to provide fiber switch in scale house). Flexible conduit should be used for final approach to Wizard box (to accommodate "swing-arm" movement of Wizard box).
- Intercom: IP intercom provided. Dedicated IP required. Contractor for 18-0345 to mount and wire external horn speaker to bottom of WasteWIZARD enclosure.
- Switch provided with WasteWIZARD enclosure. Contractor for 18-0345 to provide terminations for all network cables.
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. Smoking is prohibited on all construction projects at the Landfill.

11. 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.

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.
Unattended Kiosk - Swing Arm Mount

120VAC Power Required at Kiosk Location

Ethernet communication required at Kiosk.

Customer Ultimately Responsible for Determining Final Mounting Location

---

Pole Base

5/17/13

Standard Pole Location

---
PARTS REQUIRED:
1 EA SHOULDER BOLT
1 EA NEEDLE BEARING
1 EA SWING ARM ASSEMBLY
1 EA KIDSK POLE ASSEMBLY
1 EA 3/8-16 TAP AND DRILL
**Generic System- NO Camera**

**SHEET SCHEDULE**

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Unattended Kiosk - Swing Arm Mount

120VAC Power Required at Kiosk Location

Ethernet communication required at Kiosk.

Customer Ultimately Responsible for Determining Final Mounting Location
PARTS REQUIRED:
1 EA SHOULDER BOLT
1 EA NEEDLE BEARING
1 EA SWING ARM ASSEMBLY
1 EA KIDSK POLE ASSEMBLY
1 EA 3/8-16 TAP AND DRILL

TYPICAL
~100°

TYPICAL
~80°
FROM TOP
OF SCALE

SWING ARM
MOUNT ASSY

ROLLER
BEARING
POLE TO
POLE STEEL
(TAPPED 3/8-16)

KIDSK POLE ASSY

Exhibit 2.12