Request for Bids
for the
New Hanover County Secure Landfill
Operation, Maintenance, and Monitoring of the
Landfill Gas Collection and Control System
Request for Bid No. 19-0522

New Hanover County
230 Government Center Drive
Wilmington, North Carolina 28403

Prepared by:
SCS ENGINEERS, PC
2520 Whitehall Park Drive, Suite 450
Charlotte, North Carolina 28273
(704) 504-3107
NC Corp. License No. C-1837

[Signature]
Albert D. Glenn, PE
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INVITATION FOR BIDS

OPERATION, MAINTENANCE AND MONITORING OF A LANDFILL GAS COLLECTION AND CONTROL SYSTEM AT THE NEW HANOVER SECURE LANDFILL

NEW HANOVER COUNTY ENVIRONMENTAL MANAGEMENT

RFB # 19-0522

COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
INVITATION FOR BIDS

NEW HANOVER COUNTY

INVITATION TO SUBMIT BID FOR PROVIDING
OPERATION, MAINTENANCE AND MONITORING OF A LANDFILL GAS COLLECTION
AND CONTROL SYSTEM

RFB # 19-0522

This Invitation to Bid is being used to solicit responses from suitably qualified and experienced contractor for providing services related to the operation, maintenance, and monitoring of the landfill gas collection and control system (GCCS) at the New Hanover County Secure Landfill. The duration for the service contract will be for 12-months with an option for extending the contract for up to 6-months.

A mandatory pre-bid meeting will be held on September 4, 2019 at 11:00 a.m. The meeting will be held at the New Hanover County Environmental Management Department Conference Room, 3002 U.S. Highway 421 North, Wilmington, North Carolina 28401.

Sealed bids addressed to Kim Roane, Business Officer, New Hanover County Environmental Department, 3002 U.S. Highway 421 North, Wilmington, North Carolina 28401 and marked “GCCS Operations, Maintenance and Monitoring - RFB # 19-0522” will be accepted until 2:00 P.M. EST, September 26, 2019.

Instructions for submitting bids, bid documents, and complete requirements and information may be obtained by visiting the County’s website http://www.nhcgov.com/business-nhc/bids/. All prime bidders on this project must be pre-qualified in accordance with New Hanover County’s Pre-qualification Ordinance, in order to bid. Bids will not be opened unless the bidder is pre-qualified. Pre-qualification applications may be obtained at the County Legal Department, 230 Government Center Drive, Suite 155, Wilmington, N.C. 28403 or by visiting the County’s website.

Contractor will be required to comply with OSHA and all federal, state and local laws, ordinances, rules and regulations that in any way affect the Work and will be required to review/endorse the County’s Contractor Compliance Requirements in Section 004300. Bidders will be required to submit a Contractor Qualification Questionnaire located in Section 004113.01 as part of their bid to demonstrate qualifications to perform the Work.

The bidder shall make good faith efforts, as defined in the bid specifications, to subcontract 10% of the dollar value of the single prime contract to businesses owned and controlled by minorities. Individuals who are rebuttably presumed to be minorities include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders are required to submit, along with the bid, information concerning minority business enterprises which will participate in the contract. The information will include: (1) name and address of each minority firm; (2) description of the work to be performed by each minority firm named; and (3) the dollar value of the work to be performed by each firm named. Bidders are
required to submit along with the bid, specific documentation demonstrating that they made good
faith efforts to meet established goals. A bid which fails to meet these requirements may be
considered non-responsive. Contact Lena Butler at Lbutler@nhcgov.com concerning questions
related to this issue.

New Hanover County reserves the right to accept or reject any or all bids and to make the award
of the contract in the best interest of the County.

Posted: __________, 2019
SECTION 002113
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<thead>
<tr>
<th>Release Date.</th>
<th>August 22, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Pre-Bid Meeting.</td>
<td>September 4, 2019 at 11:00 a.m. EST</td>
</tr>
<tr>
<td>Meeting Location: Conference Room at New Hanover County Environmental Management Department 3002 U.S. Highway 421 North Wilmington, North Carolina 28401</td>
<td></td>
</tr>
<tr>
<td>Deadline for Questions.</td>
<td>September 12, 2019 by 5:00 p.m. EST</td>
</tr>
<tr>
<td>Address Questions to: SCS Engineers, PC Attention: Albert Glenn, P.E. 2520 Whitehall Park Drive, Suite 450 Charlotte, NC 28273 Phone: 704-504-3107 Email: <a href="mailto:aglenn@scsengineers.com">aglenn@scsengineers.com</a></td>
<td></td>
</tr>
<tr>
<td>Questions will be answered via written addendum.</td>
<td>September 17, 2019 by 5:00 p.m. EST</td>
</tr>
<tr>
<td>Deadline for Receipt of Bids.</td>
<td>September 26, 2019 by 2:00 p.m. EST (Opening of Bids to be held in Conference Room at New Hanover County Environmental Management Department 3002 U.S. Highway 421 North Wilmington, North Carolina 28401)</td>
</tr>
<tr>
<td>Bids delivered to: New Hanover County Environmental Management Department Attention: Kim Roane 3002 U.S. Highway 421 North Wilmington, North Carolina 28401</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 2 - QUALIFICATIONS OF BIDDERS

2.1 The firm or corporation bidding must demonstrate experience in providing operations, maintenance, and monitoring (OM&M) services on landfill gas collection and control systems. The bidder is required to show experience in such services on at least 5 municipal solid waste landfills within the last 5-years. Bidders are to provide a list of project references with their Bid Proposal using the Contractor Qualification Questionnaire form.
2.2 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, following receipt of written request by COUNTY, information including, but not limited to, financial data, previous experience, including additional references and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by COUNTY within ten days of Bidder receiving the written request. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

ARTICLE 3 - PREPARATION OF BID PROPOSAL

3.1 **Completion of Bid Form:** Bidders are directed to submit their bid on the bid form contained in this Request for Bids. Bidders are instructed to submit the original along with one (1) electronic copy on either a CD or a flash 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. 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 received and opened. No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered. **BIDS NOT SIGNED WILL BE REJECTED.**

3.2 **Bid Form Attachments:** The following shall be included with the bid submittal:

1. Qualification Questionnaire (Specification Section 004113.01).
2. Non-Collusion Affidavit (Specification Section 004113.02).
3. Statement of Assurance (Specification Section 004113.03).
4. New Hanover County Minority and/or Women Business (M/WBE) forms (Specification Section 004113.04)

3.3 **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.

3.4 **Warranties:** 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. 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.
3.5 **Communications:** 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:

Albert Glenn P.E.  
SCS Engineers, PC  
2520 Whitehall Park Drive, Suite 450  
Charlotte, North Carolina 28273  
Phone: 704-504-3107  
Fax: 704-504-3174  
Email: aglenn@scsengineers.com

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County. If any bidder attempts or completes any unauthorized communication, the County will reject the Bidder’s bid.

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 5:00 PM, EST, September 12, 2019.

Questions will be answered via a written addendum to be issued no later than 5:00 PM, EST, September 17, 2019.

**ARTICLE 4 - SUBMISSION OF SEALED BID PROPOSAL**

Submit one (1) original and one (1) electronic copy of the bid on either a CD or flash drive in a sealed envelope properly marked “Operation, Maintenance, and Monitoring of the Landfill Gas Collection and Control System at the New Hanover County Landfill - RFB # 19-0522” and addressed to:

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

**ARTICLE 5 - COST OF PREPARATION OF RESPONSE**

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.
ARTICLE 6 - EXECUTION OF AGREEMENT

The successful Bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The Bidder to whom the Contract is awarded by County shall within 15 days after notice of award and receipt of Agreement forms from the County, sign and deliver to the County all required copies of said Agreement. (Sample of Agreement in draft form is included in bid package - specifics may change).

ARTICLE 7 - TRADE SECRET CONFIDENTIALITY

All bid proposals received and recorded at the bid opening are considered public record and available for public inspection. 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.

ARTICLE 8 - DEADLINE FOR RECEIPT OF BIDS

The deadline for receipt of bids is September 26, 2019 by 2:00 PM EST. Bids will be opened promptly and read aloud in the Conference Room located at the New Hanover County Environmental Management Department; 3002 U.S. Highway 421 North, Wilmington, North Carolina 28401. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will be rejected.

ARTICLE 9 - WITHDRAWAL OF BIDS

A request to withdraw a bid must be made in writing to the County prior to the award of the contract, but not later than 72 hours after the opening of bids. If the work or purchase is rebid, under no circumstances may the bidder who has filed a request to withdraw be permitted to rebid the work or purchase.

ARTICLE 10 - AUTHORIZED SIGNATURE

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery and installation period requested. BIDS NOT SIGNED WILL BE REJECTED.

ARTICLE 11 - TAXES

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes. The County is not exempt from Sales and Use Taxes. If bidder is required to charge North Carolina sales tax on bidder’s sales, bidder shall include it as part of the bid price and total price on the Base Bid Schedule. Contractor will be reimbursed for the sales and use taxes paid by the Contractor through performance of the work. A detailed listing of State sales and use taxes paid shall be provided with the Contractor’s Pay Application.
ARTICLE 12 - 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.

ARTICLE 13 - E-VERIFY

Pursuant to S.L. 2017-294, 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.

ARTICLE 14 - CONDITION OF AWARD

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. The term responsibility implies skill, experience, judgment and integrity necessary to the faithful performance of the contract, as well as sufficient financial resources and ability.

ARTICLE 15 - 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.

ARTICLE 16 - MINORITY PARTICIPATION

New Hanover County invites and encourages participation in this Request for Bids by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

ARTICLE 17 - INDEMNITY

Successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or
relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Successful Bidder, his agents, employees and subcontractors.

ARTICLE 18 - 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.

18.1 **Workers Compensation and Employers Liability Insurance:** Bidder shall maintain Worker’s Compensation as required by the General Statutes of the State of North Carolina and Employer’s Liability Insurance.

The Employer’s Liability, and if necessary, Commercial Umbrella Liability (CUL) 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.

The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Contractor for County.

18.2 **Commercial General Liability:** Bidder shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) 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 project/location or the general aggregate shall be twice the required limit.

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.

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 Bidder; products and completed operations of Bidder; premises owned, leased or used by Bidder; 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.
Bidder’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 Bidder’s insurance.

18.3 **Automobile Liability Insurance:** Bidder shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

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.

Bidder’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.

ARTICLE 19 - ADDENDUM

Should a Bidder find discrepancies or ambiguities in, or omissions from the bid package, or should he be in doubt as to their meaning, notify the ENGINEER (SCS Engineers, PC, Attn: Albert Glenn, P.E.; 2520 Whitehall Park Drive, Suite 450; Charlotte, NC 28273; Phone: 704-504-3107; Email: aglenn@scsengineers.com)

19.1 No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided therefor in the Bid Form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective Bidder to verify that he has received all addenda issued before Bids are opened.

ARTICLE 20 - 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.
ARTICLE 21 - SUCCESSFUL BIDDER

The successful bidder who is not currently set up as a vendor in County’s vendor file will be required to submit a completed W-9 and EFT form in order to be entered into the County’s vendor database. Instructions will be provided upon bid award.

ARTICLE 22 - CONTRACTOR SAFETY REQUIREMENTS

22.1 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 (Section 004300) with the Agreement.

22.2 The Contractor shall be solely responsible for the health and safety and training of their employees. The service vendor shall enforce safety procedures to minimize hazards to their workers, the public, and the environment.

ARTICLE 23 – RIGHT OF REJECTION

New Hanover County reserves the right to accept or reject any or all bids and to make the award of the contract in the best interest of the County.
SECTION 004113

BID FORM

RFB # 19-0522

OPERATION, MAINTENANCE, AND MONITORING OF THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM AT THE NEW HANOVER COUNTY LANDFILL

Deadline for Receipt of Bids: 2:00 p.m. EST on September 26, 2019

Project: Operation, Maintenance, and Monitoring of the Landfill Gas Collection and Control System at the New Hanover County Landfill located at 5210 U.S. Highway 421 North, Wilmington, North Carolina 28401

Delivered To: New Hanover County Environmental Management Department
3002 U.S. Highway 421 North
Wilmington, North Carolina 28401

Date Submitted: .................................................................

Submitted by: .................................................................
(full name)

(full address) .................................................................

........................................................................

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders. This Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

Addendum # ………. Dated ………….. Addendum #………. Dated …………..
Addendum # ………. Dated ………….. Addendum #………. Dated …………..

B. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or owner.

5. Bidder accepts the provision that the Owner reserves the right to terminate the Agreement in the event of failure to complete the work and within the times specified within Section 011000 – Summary of Work.

6. Bidder will complete the Work for the Unit Prices as listed on the attached Base Bid Schedule.

   A. The line items described in the Base Bid Schedule include quantities. The quantities for unit price items of work are not guaranteed and may increase or decrease. If increases or decreases in these quantities occur, the Contract price is to be adjusted by a Change Order reflecting Unit Prices as bid and revised quantities as they occur. The Base Bid Schedule outlines each Bid item and the corresponding Unit Price and Extended Total Price Bid by the Contractor.

   B. The Base Bid Schedule must be completely filled out, including a Unit Price for all items.

   C. Bidder hereby agrees to perform and complete all Work as described in Specification Section 011000 – Summary of Work for the Unit Prices as listed in the Base Bid Schedule. No direct or separate payment will be made beyond those indicated in the Base Bid Schedule.

   D. Bidder acknowledges that payment will be based upon the actual completed quantity(ies) and Unit Prices and any approved additions or deductions based on the Base Bid Schedule.

7. Communications concerning this Bid shall be sent to Bidder at the following address:

   ........................................................................................................................

   ........................................................................................................................

   ........................................................................................................................

8. The New Hanover County Government reserves the right to accept or reject any and all bids as it deems in its best interest.
SIGNATURE OF BIDDER

If an Individual:

By ........................................................................................................................................

(signature of individual)

Doing Business As ..............................................................................................................

Business Address ............................................................................................................... 

........................................................................................................................................

Phone Number ..................................................................................................................

Date ....................................................................................................................................

If a Partnership:

By ........................................................................................................................................

(firm name)

........................................................................................................................................

(signature of general partner)

Business Address ............................................................................................................... 

........................................................................................................................................

Phone Number ..................................................................................................................

Date ....................................................................................................................................

If a Corporation:

By ........................................................................................................................................

(corporation name)

........................................................................................................................................

(signature of authorized person)

........................................................................................................................................

(title)

Business Address ............................................................................................................... 

........................................................................................................................................

Phone Number ..................................................................................................................

Date ....................................................................................................................................
If a Joint Venture (Other Party must sign below):

If an Individual:

By .......................................................... .................................................................

/signature of individual)

Doing Business As .......................................................... ..........................................................

Business Address .......................................................... ..........................................................

..........................................................................................................................

Phone Number .......................................................... ..........................................................

Date .......................................................... ..........................................................

If a Partnership:

By .......................................................... .............................................................

/firm name)

..........................................................................................................................

/signature of general partner)

Business Address .......................................................... ..........................................................

..........................................................................................................................

Phone Number .......................................................... ..........................................................

Date .......................................................... ..........................................................

If a Corporation:

By .......................................................... ..........................................................

/corporation name)

..........................................................................................................................

/signature of authorized person)

..........................................................................................................................

/title)

Business Address .......................................................... ..........................................................

..........................................................................................................................

Phone Number .......................................................... ..........................................................

Date .......................................................... ..........................................................
# SECTION 004113
## BASE BID SCHEDULE
### RFB # 19-0522

**OPERATION, MAINTENANCE, AND MONITORING OF THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM AT THE NEW HANOVER COUNTY LANDFILL**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GCCS Operations, Maintenance &amp; Monitoring and Reporting.</td>
<td>EA</td>
<td>12</td>
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<td>2</td>
<td>Surface Emissions Monitoring.</td>
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<td>3</td>
<td>LFG Vertical Extraction Well Pump Maintenance and Well Liquid Level Measurements.</td>
<td>EA</td>
<td>2</td>
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<td></td>
</tr>
<tr>
<td>4</td>
<td>Non-Routine Services.</td>
<td>LS</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**Total Base Bid Price**

$ ______________________

TOTAL BASE BID

(in words)

($ ______________________)

(in figures)
1. **Company Name**: 
   
   **Address**: 
   
   **Phone**: 
   
   **Fax**: 
   
   **Contact/Representative**: 
   
   **Title**: 
   
   **Names and Titles of Officers**
   
   **Name and Address of Corporate Owner, Partner, or Affiliate, if applicable**

2. Check as appropriate:
   
   ___ Corporation in State of _________________ on __________ (date)
   
   ___ Partnership
   
   ___ Sole Proprietor

3. How many years has your company been in business providing operations, maintenance and monitoring of landfill gas collection and control systems?

4. To qualify for providing operations, maintenance and monitoring (OM&M) services on the landfill gas collection and control system at the New Hanover County Landfill, the bidder is required to show experience in such services on at least 5 municipal solid waste landfills
within the last 5-years. Have you provided landfill gas collection and control system OM&M services on at least 5 municipal solid waste landfills within the last 5-years?

______ Y   ______ N

a. If yes, provide the following information.

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<td>Landfill Name</td>
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<td>Location (City / County, State)</td>
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<td>Owner</td>
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<tr>
<td>Contact Name</td>
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<tr>
<td>Number of LFG Monitoring Locations (Wellheads)</td>
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<tr>
<td>Number of Well Pumps</td>
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<td>Start Date providing OM&amp;M Services</td>
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<td>End Date or On-Going</td>
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<td>Landfill Name</td>
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<td>Location (City / County, State)</td>
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<td>Owner</td>
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<td>Start Date providing OM&amp;M Services</td>
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<tr>
<td>End Date or On-Going</td>
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</table>
SIGNATURE OF BIDDER

By: .........................................................................................................................

(Print Individual, Corporation, or LLC’s full name)

By: .........................................................................................................................

(Signature of Individual, Pres./V.P. for Corp., or G.P./Manager for LLC)

Date: ............................................................................................

Business Address: ................................................................................................
................................................................................................
................................................................................................

Phone Number: ............................................   Fax Number: ................................................

Corporate Seal

Attest: .................................................................   Date: ................................................

END OF SECTION
SECTION 004113.02

NON-COLLUSION AFFIDAVIT
AND OF NONINTEREST OF COUNTY EMPLOYEES

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

__________________________________, being first duly swore deposes and says that he (it) is the bidder in the above bid, that the only person or persons interested in this bid are named therein; that no officer, employee or agent of New Hanover County, or of any other bidder, is interested in this bid, and that affiant makes this bid with no past or present collusion with any other person, firm, or corporation.

__________________________________ Affiant

STATE OF _____________

COUNTY OF _____________

The foregoing instrument was acknowledged before me this _________ by ________________________________ (Date)

__________________________________,

(Name of Officer or agent, title of officer or agent)
of ________________________________, a

(Name of Corporation acknowledging)

corporation, on behalf of the corporation. He/she is (State of place of incorporation)
personally known to me or has produced ________________________________ (Type of identification)
as identification and did take an oath.

_________________________ Notary Public, Commission No.________

_________________________ (Name of Notary typed, printed or stamped)

(SEAL ABOVE)

END OF SECTION
SECTION 004113.03

STATEMENT OF ASSURANCE
NEW HANOVER COUNTY
RFB NO. 19-0522

OPERATION, MAINTENANCE, AND MONITORING OF THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM AT THE NEW HANOVER COUNTY LANDFILL

The undersigned, as bidder certifies that the Instructions to Bidders, Summary of Work and the 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.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Name of Firm Representative</th>
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<thead>
<tr>
<th>Address of Firm</th>
<th>Title</th>
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<tr>
<th>City, State, Zip Code</th>
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<tr>
<th>Telephone Number</th>
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<tr>
<th>Email Address</th>
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<th>Date</th>
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<tr>
<th>State of Incorporation</th>
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</table>
SECTION 004113.04

New Hanover County
Minority and/or Women Business Enterprise (M/WBE) Program

Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.
New Hanover County  
Minority and/or Women Business Enterprise Program  

Construction Guidelines for M/WBE Participants  

Policy Statement  
It is the policy of New Hanover County that minority businesses, as defined by North Carolina General Statute 143-128 have maximum opportunity to participate in the performance of contracts and subcontracts funded in whole or in part with public funds. This includes all aspects of the County’s contracting and procurement programs, including but not limited to construction projects, supplies and materials, as well as professional and personal service contracts.  

Goals and Good Faith Efforts  
Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.  

| M/WBE | 10% |

Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by the County prior to contract award. Firms qualifying as “M/WBE” for the County’s goals must be certified by the NC Department of Historically Underutilized Businesses (NCHUB) or by the NC Department of Transportation (NCDOT). Firms qualifying as “WBE” must be designated as “women-owned business and firms qualifying as “MBE” must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. A complete database of NC HUB certified firms may be found at http://www.doa.nc.gov/hub/default.aspx and NCDOT firms may be found at https://partner.ncdot.gov/VendorDirectory/default.html.  

Please note: A contractor may utilize any firm desired; however, in order for the County to count the participation towards the goal, all M/WBE vendors who wish to do business as a minority or female must be certified by NC HUB or NCDOT.  

The Bidder shall make good faith efforts to encourage participation of M/WBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.  

The M/WBE’s listed by the Contractor on the Identification of Minority/Women Business Participation which are determined by the County to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the County to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.  

The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.
Instructions

The Bidder shall provide with the bid the following documentation:

☐ Identification of Minority/Women Business Participation
  (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit A (if subcontracting)

OR

☐ Identification of Minority/Women Business Participation
  (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

☐ Affidavit C (if aspirational goals are met or are exceeded)

OR

☐ Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

☐ Letter(s) of Intent or Executed Contracts

**With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.

***If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the County for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the County that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the County whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the COUNTY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.
NEW HANOVER COUNTY
Identification of Minority/Women Business Participation

I, _________________________________ (Name of Bidder)
do hereby certify that on this project, we will use the following minority/women business enterprises as
construction subcontractors, vendors, suppliers or providers of professional services.

<table>
<thead>
<tr>
<th>Firm Name, Address and Phone #</th>
<th>Work type</th>
<th>*M/WBE Category</th>
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*M/WBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),
Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

If you will not be utilizing M/WBE contractors, please certify by entering zero “0”

The total value of MBE business contracting will be ($) ________________.
The total value of WBE business contracting will be ($) ________________. 
NEW HANOVER COUNTY AFFIDAVIT A – Listing of Good Faith Efforts

County of ___________________________  (Name of Bidder)

Affidavit of __________________________________________

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.  (1 NC Administrative Code 30 I.0101)

☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.

☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.

☒ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.

☒ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities.  Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

☒ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required.  Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

☒ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner.  Substitution of contractors must be in accordance with GS143-128.2(d)

Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:________________________ Name of Authorized Officer:________________________

Signature:__________________________________________________________

Title:______________________________________________________________

State of________________________, County of________________________

Subscribed and sworn to before me this _____ day of ___________ 20___

Notary Public______________________________________________________

My commission expires________________________

________________________________________________________________________
NEW HANOVER COUNTY --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _______________________

Affidavit of _______________________

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _______________________

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: __________ Name of Authorized Officer: __________________________

Signature: __________________________

Title: __________________________

State of _______________________, County of _______________________

Subscribed and sworn to before me this __________ day of _______ 20___

Notary Public _______________________

My commission expires _______________________

__________________________________

SEAL
NEW HANOVER COUNTY - AFFIDAVIT C - Portion of the Work to be Performed by M/WBE Firms

County of __________________________
(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by M/WBE businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of ______________________________ I do hereby certify that on the ______________________________

(Project Name) Amount of Bid: $____________

I will expend a minimum of ________% of the total dollar amount of the contract with M/WBE firms. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*M/WBE Category</th>
<th>Work description</th>
<th>Dollar Value</th>
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</table>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:___________ Name of Authorized Officer:________________________________________

Signature: __________________________________________

Title: __________________________________________

State of ____________, County of ________________

Subscribed and sworn to before me this _______ day of ________ 20____

Notary Public __________________________________

My commission expires __________________________

SEAL
NEW HANOVER COUNTY AFFIDAVIT D – Good Faith Efforts

County of __________________________
(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority/women business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of __________________________ I do hereby certify that on the

(Name of Bidder)

__________________________
(Project Name)

Project ID# __________________________ Amount of Bid $ _______________________

I will expend a minimum of ______% of the total dollar amount of the contract with M/WBE firms. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.
(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*M/WBE Category</th>
<th>Work description</th>
<th>Dollar Value</th>
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</tbody>
</table>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster.
G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _______________ Name of Authorized Officer: ________________________________

Signature: ________________________________

Title: ________________________________

State of _______________, County of _______________

Subscribed and sworn to before me this _______ day of ______

Notary Public ___________________________

My commission expires _______________
LETTER OF INTENT
M/WBE Subcontractor Performance

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: ____________________________________________________________________
(Please provide the project name)

TO: _________________________________________________________________________
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

_____ Minority Business Enterprise   _____ Women Business Enterprise

The M/WBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required).  ____ Yes  ____ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

<table>
<thead>
<tr>
<th>Work/Materials/Service Provided</th>
<th>Dollar Amount of Contract</th>
<th>Projected Start Date</th>
<th>Projected End Date</th>
</tr>
</thead>
<tbody>
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</table>

_______________________________________
(Date)

______________________________________  _____________________________________
(Address)                               (Name & Phone No. of M/WBE Firm)

_______________________________________  ____________________________________
(Name & Title of Authorized Representative of M/WBE) (Signature of Authorized Representative of M/WBE)
REQUEST TO CHANGE M/WBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: ________________________________________________________________

Bidder or Prime Contractor: ________________________________________________

Name & Title of Authorized Representative: _________________________________

Address: ___________________________ Phone #: ___________________________

________________________________________ Email Address: __________________

Total Contract Amount (including approved change orders or amendments): $________

Name of subcontractor: _________________________________________________

Goods or services provided:
___________________________________________________

Proposed Action:

___ Replace subcontractor
___ Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

___ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

___ The listed MBE/WBE is bankrupt or insolvent.

___ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

___ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:
Name of replacement subcontractor: ________________________________

If replacing subcontractor:
Name of replacement subcontractor: ________________________________
The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___Yes ___No

Dollar amount of original contract $________________

Dollar amount of amended contract $ _______________

Other Proposed Action:

___Increase total dollar amount of work  ___Add additional subcontractor
___Decrease total dollar amount of work  ___Other

Please describe reason for requested action: _________________________________________
____________________________________________________________________________

*Please attach Letter of Intent or executed contract document

Dollar amount of original contract $________________

Dollar amount of amended contract $ _______________

Interoffice Use Only:

Approval  __Y __N
Date___________________
Signature_______________
Proof of Payment Certification
M/WBE Contractors, Suppliers, Service Providers

Project Name: ________________________________________________
Prime Contractor: _____________________________________________
Current Contract Amount (including change orders): $______________
Requested Payment Amount for this Period: $_____________________
Is this the final payment? ___Yes   ___No

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>M/WBE Category*</th>
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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date:_____________________       Certified By:  ______________________________

______________________________
Name

______________________________
Title

______________________________
Signature
DIVISION 0

CONTRACT DOCUMENTS
SECTION 004300

New Hanover County Environmental Management Contractor Compliance Requirements
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. 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, backhoe, 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.
SECTION 005213
AGREEMENT

NEW HANOVER COUNTY CONTRACT NO. 19-0522

NEW HANOVER COUNTY, NORTH CAROLINA

THIS CONTRACT made and entered into this day __________ of ______________, 2019 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. Performance. Contractor shall furnish the material, equipment, labor, and supervision for providing operations, maintenance and monitoring (OM&M) of the landfill gas collection and control system (GCCS) at the New Hanover County Landfill located at 5210 Hwy 421 North, Wilmington, N.C.

2. Time of Performance. The term of this Agreement shall begin from receipt of a Notice to Proceed (NTP). The Agreement is for 12-months with an option for extending the contract for up to 6-months. Unit prices shall remain the same for the 6-month extension. In the event the completion and delivery schedules described within Specification Section 011000 – Summary of Work are not met, the OWNER reserves the right to terminate the Agreement with the Contractor.

3. Contract Documents. The Contract Documents which comprise the entire agreement between County and Contractor concerning the Work consist of the following:

   a. This Agreement.
   b. Insurance.
   c. Specifications (Division 1 - General Requirements).
   d. Exhibits to this Agreement, enumerated as follows:
     1. Contractor's Bid.
     2. Notice of Award.
   e. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed.
2. Written Amendments.
3. Work Change Directives.

4. **Contractor’s Representations.** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

b. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

e. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.

f. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. Contractor has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to Contractor.

h. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **Payment.** County hereby agrees to pay for the cost of this Contract not to exceed a sum of ($ ) Dollars. Payment will be made based on work completed at
the unit rate in the Contractor submitted Bid Form. Payment is contingent upon County inspection and acceptance of work or services.

6. **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.

7. **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.

8. **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.

9. **Minimum Scope and Limits of Insurance**

9.1. **Commercial General Liability**

9.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $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 project/location or the general aggregate shall be twice the required limit.

9.1.2 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.

9.1.3 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.

9.1.4 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.

9.2. **Worker's Compensation and Employe'r's Liability**

9.2.1 Contractor shall maintain Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

9.2.2 The Employer's Liability, and if necessary, CUL 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.

9.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Contractor for County.

9.3. **Business Auto Liability**

9.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident.

9.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

9.3.3 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.

9.3.4 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.
9.4. **Deductibles and Self-Insured Retentions**

9.4.1. 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.

9.4.2. 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.

9.5. **Miscellaneous Insurance Provisions**

9.5.1. 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.

9.5.2. 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.

9.5.3. 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.

9.6. **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.

9.7. **Evidence of Insurance**

9.7.1. 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.

9.7.2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.
9.7.3. 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.

9.8. **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.

9.9. **Conditions**

9.9.1. 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.

9.9.2. 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.

9.9.3. Contractor shall promptly notify New Hanover County Environmental Management and New Hanover County Risk Management at (910) 798-7499 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

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

9.9.5. 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.

9.9.6. 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.

9.9.7. 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.
9.9.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

9.9.9. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

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

19. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

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

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

22. **E-Verify Compliance.** Pursuant to S.L. 2015-294, 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.

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

a. the date of the purchase;
b. the type purchased;
c. the total cost and the amount of sales and use taxes paid thereon;
d. the project the purchase was used;
e. if purchased in this State, the county in which the purchase occurred; and
f. if not purchased in this State, the county and State in which the purchase occurred.

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, 3002 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.

NEW HANOVER COUNTY

[SEAL]

__________________________________________
County Manager

ATTEST:

__________________________________________
Clerk to the Board

CONTRACTOR

[SEAL]

__________________________________________
President

ATTEST:

__________________________________________
Secretary

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

__________________________________________  ____________________________
County Finance Officer                        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 ____________________, 2019.

__________________________________________
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 President of _____________________________, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

WITNESS my hand and official seal, this ______ day of ____________________, 2019.

__________________________________________
Notary Public

My commission expires: ____________________
DIVISION 1

GENERAL REQUIREMENTS
SECTION 011000

SUMMARY OF WORK

PART 1 - GENERAL

1.01 BACKGROUND INFORMATION

A. The New Hanover County Landfill (Landfill) is located at 5210 US-421 North, Wilmington, NC 28401 and has a footprint of 70 acres. The landfill is at final grade and has areas that are capped with a final cover system. Only a portion of the Landfill has landfill gas collection and currently operates as a voluntary (non-regulatory mandated) system. The Landfill has an Air Quality Title V permit number 09805T06 and will be subject to New Source Performance Standards (NSPS) for MSW Landfills 40 CFR 60, Subpart XXX gas collection and control requirements in January 27, 2021. The Landfill is subject to 40 CFR 98 Subpart HH (greenhouse gas reporting).

B. The current landfill gas collection and control system (GCCS) at the Landfill consists of a 2,500 scfm rated candlestick flare and blower skid, air compressor, 38 landfill gas (LFG) collection wellheads, five condensate sumps with pneumatic pumps, 15 LFG vertical extraction well pneumatic pumps, and pipes and valves of various sizes.

C. Within the timeframe of the operations, maintenance and monitoring service contract, the GCCS is planned to expand to include an additional 16 LFG collection wellheads, one condensate sump with pneumatic pump, 12 LFG vertical extraction well pneumatic pumps, and pipes and valves of various sizes.

D. For reference the current and planned expansion GCCS components are shown on the included Drawing 1 of 1 titled GCCS Site Plan.

1.02 WORK DESCRIPTION

A. The scope of work to be provided by the CONTRACTOR includes providing operations, maintenance and monitoring (OM&M) of the current and expanded landfill gas collection and control system (GCCS) at the New Hanover County Landfill. The maintenance of the blower skid and flare equipment is provided by others and not included as part of the scope of work. Even though the Landfill is not currently obligated until January 27, 2021 to the operation and monitoring requirements contained in 40 CFR 60, Subpart XXX gas collection and control requirements, the OM&M services will be provided as if it were subject to these requirements. Therefore, the GCCS OM&M scope of work will include the following:

Task 1 – GCCS operations, maintenance & monitoring and reporting.
Task 2 – Surface emissions monitoring.

Task 3 – LFG vertical extraction well pump maintenance and well liquid level measurements.

Task 4 – Non-Routine services.

The scope of work for each task is described below.

**TASK 1 - GCCS OPERATIONS, MAINTENANCE & MONITORING AND REPORTING**

The CONTRACTOR will visit the Landfill, at a minimum, twice monthly. During the 1st site visit of each month, LFG system operations and monitoring will be performed. Wellhead valves will be adjusted for optimal performance, defined as the wellhead gas composition having oxygen $\leq 2\%$, methane being between 48% and 58%, gas temperature being below 131 degrees Fahrenheit, and having negative pressure applied at the wellhead. Wellhead monitoring data not meeting these performance parameters is considered an exceedance. Wellhead monitoring data will be recorded by the CONTRACTOR during the 1st monthly site visit and include gas flow, temperature, pressure, and gas composition using either Landtec GEM 5000, Landtec GEM 2000, Envision, or other OWNER approved instrument. The gas composition will include percent methane, oxygen, carbon dioxide & balance gas.

If an extraction well does not meet the performance parameters defined in the previous paragraph, or if positive pressure is measured, the CONTRACTOR will be responsible to initiate corrective actions within five (5) calendar days from the exceedance. During the 2nd or subsequent site visits in the month, the CONTRACTOR will perform any required well re-checks within 15-days of an exceedance. This may include additional corrective actions by the CONTRACTOR in order to close out exceedances or to identify repairs or upgrades to the GCCS to remedy the exceedances. All site visits for wellfield tuning and wellhead monitoring including any re-checks and corrective actions shall be provided as part of this task. Any structural repair or upgrade to the GCCS to remedy an exceedance is covered in Task 4.

On a monthly basis, the CONTRACTOR will measure and record the LFG composition (percent methane, carbon dioxide, oxygen, and balance gas) at the inlet to the flare. Also, the CONTRACTOR will visually observe the operation of the blower skid and flare equipment and record and notify the OWNER of any identified equipment or operational failures or issues. Based on the wellfield monitoring data, the CONTRACTOR will make adjustments to the blower/flare equipment to increase or decrease the applied vacuum to maintain gas quality and provide consistent and sufficient vacuum to the LFG collection wellfield. In addition, on a monthly basis collect the flare electronic LFG flow data and
combustion temperatures using a thumb drive or other electronic storage device and deliver to the OWNER.

During one of the monthly site visits, the CONTRACTOR will visually inspect for deficiencies all LFG and condensate forcemain valves and maneuver the valve manual actuators. Replace damaged or deteriorating wellhead monitoring ports. Observe interior of the below ground condensate forcemain valve vault for the presence of liquid.

A written report will be provided to the OWNER by the CONTRACTOR for each GCCS monthly operations, maintenance and monitoring by the 10th calendar day of the following month. Each written report will include a description of activities performed during the month, observations, monitoring data recorded, performance exceedances, and recommendations for corrective actions. The format for the report and presentation of the data shall be provided to the OWNER for approval prior to use.

Monthly, the CONTRACTOR will record the LFG vertical extraction wells and condensate sumps pneumatic pump stroke counter movement. Also record the condensate forcemain pressures at each well containing a pump and at each of the condensate forcemain cleanouts using the existing pressure gauges. The format for presenting the stroke counter movement and pressures shall be provided to the OWNER for approval prior to use. This information should be included with the monthly written report provided to the OWNER.

**TASK 2 - SURFACE EMISSIONS MONITORING**

Once each quarter (4 times per year), surface emissions monitoring (SEM) as specified in NSPS 40 CFR 60 Subpart XXX will be performed by the CONTRACTOR including monitoring all landfill cover penetrations and openings. For these purposes, a penetration is defined as any landfill gas collection well, landfill gas collection device or other pipe or miscellaneous item that completely passes through the landfill cover into waste. Openings, defined as any landfill cover penetration that visually exhibits distressed vegetation and cracks and seeps in the landfill cover, will also be monitored.

Detected surface emissions by the CONTRACTOR above the regulatory compliance level (500 ppm above background as defined in 40 CFR 60 Subpart XXX) will be field marked, recorded, and reported to the OWNER for corrective action. SEM re-checks will be performed by the CONTRACTOR. At the conclusion of each SEM event including any re-checks, a written report will be provided to the OWNER.
TASK 3 – LFG VERTICAL EXTRACTION WELL PUMP MAINTENANCE AND WELL LIQUID LEVEL MEASUREMENTS

On a semi-annual (2 times per year) basis, all pneumatic pumps in LFG vertical extraction wells shall be pulled, thoroughly cleaned, and re-installed. On an annual basis, the pneumatic pumps in condensate sumps shall be pulled, thoroughly cleaned, and re-installed. Cleaning shall include the pump exterior as well as internal components. Pump cleaning can be done either onsite at an OWNER designated location or offsite. Pump components, discharge and air hoses and fittings, cable, and pump stroke counter should be inspected before reinstallation of each pump. The OWNER should be notified of any deficiencies identified during the inspection. All tools, equipment and supplies needed for this task shall be provided by the CONTRACTOR. Completion of this task shall be demonstrated to the OWNER by operation of the pump following reinstallation.

On a semi-annual (2 times per year) basis the CONTRACTOR will measure and record the liquid level in each of the LFG vertical extraction wells. The measurements will be the depth from top of the well casing pipe to the top of liquid, top of well casing pipe to bottom of well, and top of well casing pipe to the ground surface. These measurements along with the calculated liquid depth in each well will be provided to the OWNER within seven (7) days following completion of the field measurements. The format for presenting the measurements and liquid depth shall be provided to the OWNER for approval prior to use.

TASK 4 - NON-ROUTINE SERVICES

Non-Routine work includes services not included in Tasks 1 – 3 and authorized by the OWNER. The scope and cost for non-routine services shall be provided to and agreed upon by the OWNER prior to initiating. For this task a budgetary amount of $10,000 is stipulated.

1.03 SCHEDULE

A. The service contract is for 12-months with an option for extending the contract for up to 6-months. The service contract unit prices shall remain the same for the 6-month extension.

B. OWNER identified GCCS operation issues or questions shall be responded to by the CONTRACTOR within 24-hours of such notification by the OWNER.

C. In the event the completion and delivery schedules described within this document are not met by the CONTRACTOR, the OWNER reserves the right to terminate the contract with the CONTRACTOR.
1.04 GENERAL

A. The CONTRACTOR is responsible for the health and safety and training of their employees. The CONTRACTOR shall enforce safety procedures to minimize hazards to their workers, the public, and the environment. Hazards can be, but not limited to, exposure to methane and hydrogen sulfide gas, working on unleveled surfaces, and exposure to landfill generated liquids (leachate).

PART 2 - PRODUCTS

A. All products provided shall be the same type and manufacture as the existing.

PART 3 - EXECUTION

A. The GCCS OM&M services shall not interfere with Landfill operations or cause damage to the GCCS and physical condition of the Landfill. Any damage caused by the CONTRACTOR shall be repaired to at least its original condition at the CONTRACTOR’S expense.

B. CONTRACTOR’S field personnel shall be trained and equipped with proper personal protective equipment including calibrated methane and hydrogen sulfide gas meters.

END OF SECTION
REFERENCE

DRAWING DEPICTING THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM (CURRENT AND PLANNED EXPANSION)