

**NEW HANOVER COUNTY
RECYCLING & SOLID WASTE DEPARTMENT
REQUEST FOR BIDS**

SCALE REMOVAL & PAVING PROJECT

RFB # 25-0385



COUNTY COMMISSIONERS

**BILL RIVENBARK, CHAIR
LEANN PIERCE, VICE-CHAIR
STEPHANIE WALKER
DANE SCALISE
ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

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SECTION 1: ADVERTISEMENT

**NEW HANOVER COUNTY RECYCLING & SOLID WASTE
REQUEST FOR BIDS**

SCALE REMOVAL & PAVING PROJECT

RFB 25-0385

In accordance with NCGS 143-131, informal bids shall be addressed to **Anne McAllister, Business Officer**, by email at AMCALLISTER@NHCGOV.COM and marked:

“RFB # 25-0385 SCALE REMOVAL & PAVING PROJECT”.

Emailed bids will be received until **3:00 PM EST, Monday, April 21, 2025.**

Contractor shall provide all necessary labor, equipment, materials, and insurance to complete the removal of scale and pave area detailed under “Scope of Work”, to include provided aerial photographs.

Mandatory Pre-bid site visit meeting will be held on the following days:

Monday, April 7, 2025	12:00PM – 3:30PM EST
Tuesday, April 8, 2025	8:00AM – 3:30PM EST
Wednesday, April 9, 2025	9:00AM – 12:00PM EST

Attendance of one (1) mandatory pre-bid site visit is **required** for bid to be deemed responsive.

Bidding Documents may be accessed on the County’s website at <https://www.nhcgov.com/bids.aspx>.

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

RELEASED: Tuesday, April 1, 2025

SECTION 2: INSTRUCTIONS TO BIDDERS

– Schedule

Advertisement	Tuesday, April 1, 2025
Mandatory Site Visit Options - By Appointment Only - Only 1 visit Required	Monday, April 7, 2025, 12:00PM-3:30PM EST Tuesday, April 8, 2025, 8:00AM-3:30PM, EST Wednesday, April 9, 2025, 9:00AM-12:00PM, EST
Deadline for Questions	Friday, April 11, 2025, 5:00 PM EST
Answers to Questions	Tuesday, April 15, 2025
Deadline for Receipt of Bids	Monday, April 21, 2025, 3:00 PM EST

2.1 – Preparation of Bid

2.1.1 Bidders are instructed to submit their bid using the bid form provided. 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 in the bid must be initialed by the individual signing the proposal. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

No telephone, electronic or facsimile proposals will be considered. **Bids received after the time and date for closing will be rejected.**

2.1.2 **Deviations:** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.2 – Submission of Bid

Submit bid with attachments by email marked properly:

“**RFB # 25-0385 SCALE REMOVAL & PAVING PROJECT**” and addressed to:

Anne McAllister, Business Officer
AMCALLISTER@NHCGOV.COM

2.3 – Mandatory Pre-bid Meeting

Mandatory Pre-bid site visits will be available by appointment on the following days:

Monday, April 7, 2025	12:00PM – 3:30PM EST
Tuesday, April 8, 2025	8:00AM – 3:30PM EST
Wednesday, April 9, 2025	9:00AM – 12:00PM EST

Bidders are instructed to send an email to Anne McAllister, Business Officer AMCALLISTER@NHCGOV.COM to schedule a visit.

2.4 – Questions

Questions concerning the specifications in this Request for Bids (RFB) should be directed to Anne McAllister, Business Officer by emailing AMCALLISTER@NHCGOV.COM. Questions will be received until **Friday, April 11, 2025, at 5:00 PM EST.**

2.5 – Addendum

An addendum summarizing all questions and answers will be posted to the County's website no later than **Tuesday, April 15, 2025**. Bidders who have notified the County of their intent to submit a bid will be sent a copy of the addendum via email.

2.6 – Communication

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section, which is Anne McAllister, Business Officer at email AMCALLISTER@NHCGOV.COM. If any bidder attempts any unauthorized communication, the bid may be rejected.

2.7 – Intent to Submit

All Bidders who intend to submit a bid on this project should send an email to AMCALLISTER@NHCGOV.COM

including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable. This is not a requirement but is highly recommended.

2.8 – Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the Bidder and will not be reimbursed by the County.

2.9 – Bid Opening

There will be no formal bid opening. Emailed bids will be accepted until **3:00 PM EST, Monday, April 21, 2025**. Bids received after this time will not be accepted.

2.10 – Award

Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.” The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

2.11 – Execution of Agreement

The successful Bidder will be required to enter into a formal agreement that is consistent with the bid requirements outlined within. The successful Bidder to whom the Contract is awarded by the County shall within ten (10) business days after notice of award and receipt of Agreement from the County, sign and deliver to the County

all required copies of said Agreement.

2.12 – Ownership of Documents

All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the bidder.

2.13 – Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as “trade secret” under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked “Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating This PROPOSAL,” and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope. For electronic submissions, a separate file must be submitted clearly stating “CONFIDENTIAL” in the name of the file.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each applicant agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each applicant agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Applicant has designated as a trade secret.

2.14 – Withdrawal of Bids (NCGS 143-129.1)

Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of one hundred twenty days (120) after the time and date of opening except as provided by 143-129.1 detailed below.

A bidder submitting a bid for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment may withdraw the bid from consideration after the bid opening without forfeiture of his bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

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.

2.15 – 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.**

2.16 – E-Verify

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its subcontractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

2.17 – 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 Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices. Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.21- Minority Participation

The bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders should submit along with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract.

2.22- Indemnity

The 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 Bidder, his agents, employees and subcontractors.

2.23 – Insurance

Before commencing any work, the Bidder shall procure insurance in the Bidder's name and maintain all insurance policies for the duration of the contract of the types and in the

amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her. **See required limits in the Draft Contract.**

2.24- Compliance with Bid Requirements

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

2.25 – Right to Reject Bids

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

2.26 – Bid Protest Procedures

As a custodian of public funds, the County must adhere to applicable bidding practices established by State law, County policy, and good administrative practice. Bids may be protested for any bid solicited.

All protests must be in the writing and must be delivered to the Chief Financial Officer (CFO) prior to being awarded by the Board of Commissioners or issuance of purchase order.

The protester (bidder) shall adhere to the following procedures:

1. The protester (bidder) who protests a bid will deliver a written statement to the Finance Director detailing the reason for the protest within five (5) business days or prior to award and/or issuance of a purchase order whichever is later.
2. The Finance Director will review the data submitted and provide a formal response to the protester (bidder) within five (5) business days after receipt of the written protest.
3. A protester (bidder) not satisfied with that response may appeal to the County Manager, provided such appeal is received within five (5) business days after the response from the Finance Director. If an appeal is not filed within the specified period, no other County redress is available.
4. No further appeal is available as of right; provided, however, the dissatisfied protester (bidder) may request that the Board of Commissioners elect to hear an appeal from the decision of the County Manager. The decision rendered by the Board of Commissioners is final.
5. Any and all cost incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

2.27 – Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations);

G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B- 16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority— not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.28 – Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

2.29 – Draft Contract

A draft contract is attached for review by the Bidder.

End of Section 2

SECTION 3: SCOPE OF WORK

SCOPE OF WORK

New Hanover County Recycling & Solid Waste

CONTRACTOR shall provide all necessary labor, equipment, materials, and insurance to complete the following scope of work:

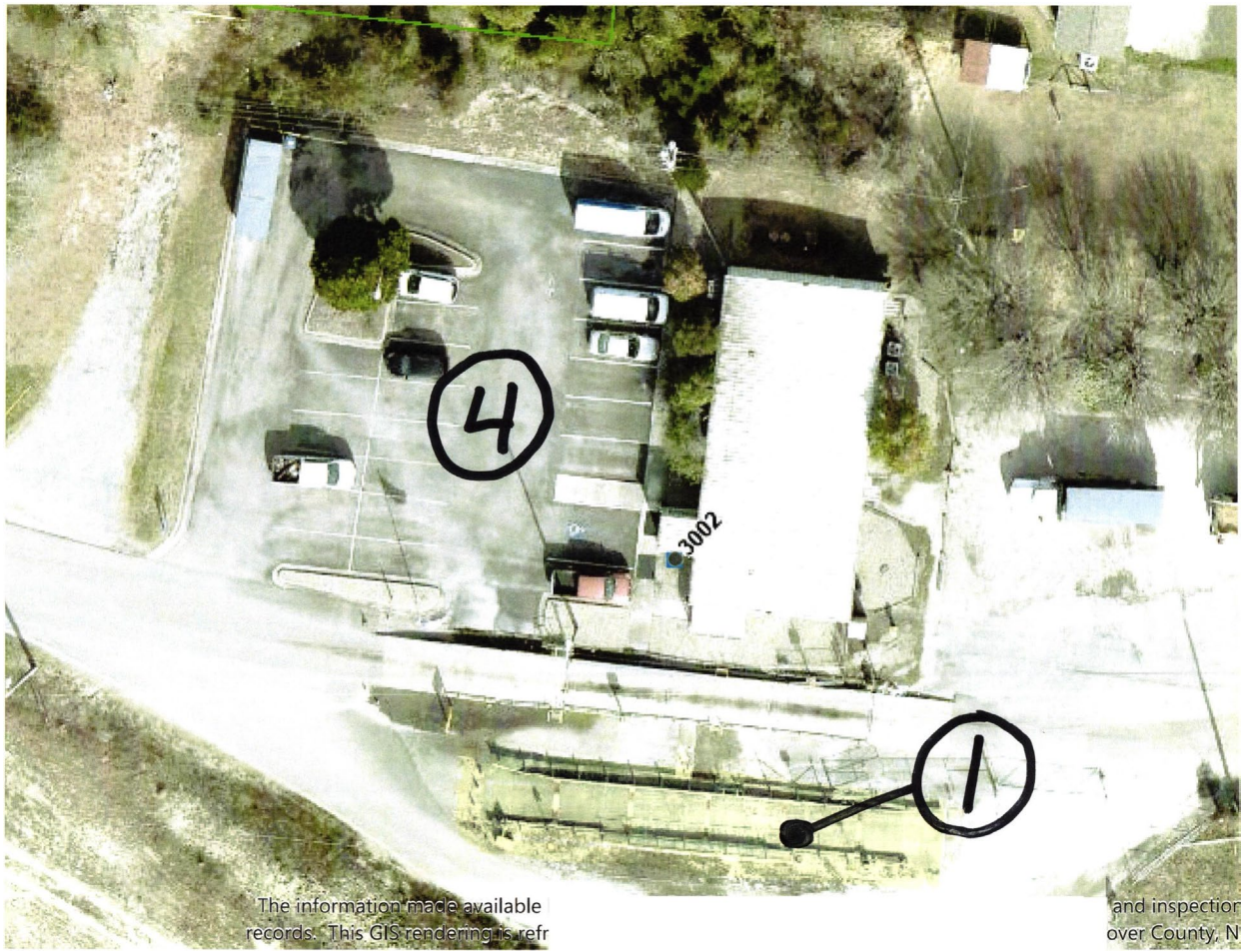
- 1.) Demolition of existing south side scale
 - Disconnect power from scale including traffic lights, weight display, and control box.
 - Demolish and remove scale and its appurtenances.
 - Cut guard rail posts flush with existing grade.
 - Remove under scale concrete slab as necessary to leave a level surface. COUNTY shall provide any recycled gravel to the CONTRACTOR to install as needed to leave a level surface.

- 2.) Truck turn extension
 - 1st lift - fine grade existing stone and pave 2.5" I19.0C intermediate course.
 - 2nd lift- clean, prep, apply tack coat and pave 1.5" S9.5B surface course.
 - Transition to existing asphalt to provide a continuous paved surface.

- 3.) Truck staging area
 - 1st lift -fine grade existing stone and pave 2.5" I19.0C intermediate course.
 - 2nd lift - clean, prep, apply tack coat and pave 1.5" S9.5B surface course.
 - Transition to existing asphalt to provide a continuous paved surface.

- 4.) Sealcoat and Striping
 - Clean existing parking area.
 - Apply two (2) coats of asphalt seal coating.
 - Apply standard paint marking for parking spaces. Parking area includes one (1) handicapped space.

- 5.) CONTRACTOR retains salvage rights to materials under contract. All waste will be disposed of at the New Hanover County landfill, at no cost to the CONTRACTOR.



SECTION 4: BID PROPOSAL FORM

**NEW HANOVER COUNTY
Recycling & Solid Waste
Scale Removal & Paving Project
RFB # 25-0385**

Deadline for Receipt of Bids – (There will be NO formal bid opening.)

Monday, April 21, 2025 @ 3:00PM, EST

Submit bid with attachments by email marked properly:

“RFB # 25-0385 SCALE REMOVAL & PAVING PROJECT” and addressed to:

Anne McAllister, Business Officer
AMCALLISTER@NHCGOV.COM

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

DATE: _____ BIDDER: _____

OFFICE PHONE: _____ CELL PHONE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

The undersigned, having visited the Site as described in the Request to Bid and having familiarized himself/herself with local conditions affecting the Cost of the Work and with all requirements of the Work and all Addenda to said documents hereby proposes to furnish all services, labor, materials and equipment necessary to complete the work.

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

Lump Sum Bid:

\$ _____

_____ Dollars

Printed Name

Signature

Title

SECTION 5: NHC MWBE FORM

New Hanover County MWBE Participation Form

This identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and supplies on Informal County Contracts. MWBE Participation is encouraged for all County Contracting opportunities. Please refer to the County's MWBE Policy for any contract specific requirements. *Copy this form as needed.*

Company Name			
Project Name	LANDFILL SCALE REMOVAL & PAVING PROJECT		
Project Number	25-0385	County Department _____	
Contract Type	<input type="radio"/> CONSTRUCTION	<input type="radio"/> Other _____	
<input type="radio"/> PRIME IS MWBE	Classification: _____ <input type="radio"/> Certified with NCHUB <input type="radio"/> Certified with NCDOT-DBE	RFP SUBMITTAL DATE	
<input type="radio"/> NOT MWBE	The Business is not a woman- or minority-owned business; however, the Proposer acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the Proposer will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.		

***MWBE CLASSIFICATIONS**

American Indian (AI), Asian-American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economically Disadvantaged (D)

WORK TO BE SELF-PERFORMED

Check this box **only** if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract, regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization

American Indian (AI), Asian-American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economically Disadvantaged (D)

Total Estimated MWBE Utilization \$ _____

Total Proposed Amount \$ _____

Percentage Estimated MWBE Utilization _____ %

STATE OF NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this ____ day of _____ 2025 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide all labor, equipment and materials for truck scale demolition and paving project at the New Hanover County Recycling and Solid Waste Administration site, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.
2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed, and all work shall be completed within ninety (90) days of said Notice.
3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \$_____. Payment is contingent upon a final County inspection and acceptance of work or services.
4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or

omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

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

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

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

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

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

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

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

7.2. Workers' Compensation and Employer's Liability

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

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 policy limit.

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

7.3. Business Auto Liability

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

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

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

7.3.4. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4. Deductibles and Self-Insured Retentions

7.4.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.5. Miscellaneous Insurance Provisions.

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

7.5.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.5.3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

7.7. Evidence of Insurance

7.7.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

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

7.7.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter

upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9. Conditions

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

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

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

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

7.9.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.9.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.9.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

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

7.9.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

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

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any

orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

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

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

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

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

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

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

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

19. Governing Law. All of the terms and conditions contained herein

shall be interpreted in accordance with the laws of the State of North Carolina.

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. Iran Divestment Act Certification. Pursuant to N.C.G.S. 147-86.55, Contractor shall fully comply with the North Carolina State Treasurer requirement that the Contractor or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

23. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Recycling & Solid Waste
Attn: Anne McAllister
3002 U.S. Highway 421 North
Wilmington, NC 28401

To Contractor:

24. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

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

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

CONTRACTOR

President (Seal)

ATTEST:

Secretary

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

WITNESS my hand and official seal, this ____ day of _____, 2025.

Notary Public

My commission expires: _____

**[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A AND IS
INCORPORATED HEREIN BY REFERENCE]**