

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

Kim Roane, Business Officer
ph: 910-798-4402
fax: 910-798-4408

Wilmington, NC 28401

Email: kroane@nhcgov.com

BID SPECIFICATIONS

RFB #14-0252

**REPAVING OF ENTRANCE TO
NEW HANOVER COUNTY LANDFILL
5210 U.S. Highway 421 North
Wilmington, NC 28401**

Request for Bids

Section 1: Advertisement

New Hanover County (NHC) is accepting bids for the repaving of the entrance to the New Hanover County (NHC) Landfill facility located at 5210 U.S. Highway 421 North, Wilmington, NC 28401.

Sealed proposals addressed to Kim Roane, Business Officer, 3002 U.S. Highway 421 North, Wilmington, North Carolina, 28401 and marked "**RFB # 14-0252 REPAVING OF ENTRANCE TO LANDFILL**" will be accepted until **2:00 p.m. Wednesday, February 26, 2014.**

Instructions for submitting bids and complete requirements and information may be obtained by contacting Kim Roane, Business Officer: kroane@nhcgov.com. Instructions may also be obtained by visiting our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>. New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be in the best interest of the County.

Section 2: Instructions and General Conditions

2.1 Schedule

Monday, February 3, 2014	RFB issued and advertised.
Tuesday, February 11, 2014 1:00 p.m.	Mandatory Pre-Bid Meeting; NHC Landfill; 5210 U.S. Highway 421 North, Wilmington, NC 28401
Tuesday, February 18, 2014 2:00 p.m.	Deadline for questions. All questions must be submitted in writing to Kim Roane, Business Officer (kroane@nhcgov.com).
Thursday, February 20, 2014 7:00 p.m.	Questions will be answered via written addendum.
Wednesday, February 26, 2014 2:00 p.m.	Deadline for receipt of bids and bid opening.

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2.2 Bidder Instructions

- 2.2.1** Proposals shall be submitted as a document set, containing one (1) original, two (2) hard copies and one (1) electronic copy on either a CD or a flash drive.

Proposals must be submitted in a sealed envelope properly marked "**RFB # 14-0252 Repaving of Entrance to New Hanover County Landfill**" and addressed to the County at the following address:

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

2.2.1(a) Completion of Bid Form (Price Sheet): Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidder's risk. Each bidder shall furnish the information required on the price sheet. Bids **must** be submitted on the price sheet contained in this bid package. Bids submitted that are not on the attached price sheet may be rejected. **Bids not signed may be rejected.**

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

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made on the bid **must** be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

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

2.2.2 Mandatory Pre-Bid Meeting

All bidders shall attend a mandatory pre-bid meeting Tuesday, February 11, 2014, at the project site located at the New Hanover County Landfill, 5210 HWY. 421 N, Wilmington, NC. The meeting is necessary to assure all bidders fully understand the project, project area limits, and project specifics prior to submitting a bid.

- 2.2.3** The public bid opening will be **Wednesday, February 26, 2014 at 2:00 p.m.** in the conference room of the New Hanover County Department of Environmental Management, 3002 U.S. Hwy 421 N., Wilmington, NC 28401.

- 2.2.4** After the bid issue date, all communications between the County and prospective bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Kim Roane, Business Officer, via email: kroane@nhcgov.com. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 2:00 P.M., EST, Tuesday, February 18, 2014.**
- 2.2.5** The deadline for receipt of all proposals is **Wednesday, February 26, 2014, at 2:00 PM, EST**. Any proposals received after the scheduled closing time will not be accepted.
- 2.2.6** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.
- 2.2.7** Once an award is made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public.
- 2.2.8** Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids and as such shall constitute a firm offer that is binding for a period of ninety (90) days.
- 2.2.9** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County. Although price will be considered, it will not be the sole determining factor.
- 2.2.10** Bids must be signed by an authorized individual of the firm(s). Bids that are not signed will be rejected.
- 2.2.11** The County reserves the following rights, which may be exercised at its sole discretion:
- to reject any or all bids or any part thereof, or to accept any bid, or any part thereof;
 - to supplement, amend, substitute or otherwise modify this bid at any time;
 - to cancel this bid with or without the substitution of another bid;
 - to take any action affecting this bid, this bid process, or the services or facilities subject to this bid that would be in the best interests of the County;

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- to issue additional requests for information;
 - to require one or more bidders to supplement, clarify or provide additional information in order for the County to evaluate the bids submitted;
 - to conduct investigations with respect to the qualifications and experience of each bidder;
 - to waive any defect or irregularity in any bid received;
 - to reject any or all bids;
 - to award all, none, or any part of the items that is in the best interest of the County, with one or more of the bidders responding, which may be done with or without re-solicitation;
 - to enter into any agreement deemed by the County to be in the best interest of the County, with one or more of the bidders responding.

2.2.12 The successful vendor is expected to enter into a contract with the County.

2.2.13 Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of the Request for Bid are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any bidder and is included in order to advise the potential bidder of the requirements for the County. Any offer which proposes quality, design, or performance, will be considered.

2.2.14 Any person, firm(s), corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work.

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

2.2.16 The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

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

2.2.18 The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.2.19 E-Verify Requirements

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

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

2.2.21 Insurance

Before commencing any work and prior to contract execution, the CONTRACTOR shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 2.2.21a below. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

2.2.21a Minimum Scope and Limits of Insurance

Commercial General Liability

Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this 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 Commercial General Liability 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 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of

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Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

The status of County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.

There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

Contractor's Commercial General 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, and employees shall be excess of and not contribute with Contractor's insurance.

Workers' Compensation and Employer's Liability

Contractor shall maintain Workers' 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 insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

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

Business Auto Liability

Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability 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.

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.

Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-

insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance. Builders Risk Insurance

Deductibles and Self-Insured Retentions

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, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

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

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

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.

Acceptability of Insurers

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

Evidence of Insurance

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, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

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

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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.

Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub- contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Contractors' coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

Conditions

The insurance required for this contract must be on forms acceptable to County.

Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

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

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

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

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.

By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

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

County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

2.2.22 The successful bidder will be a contractor familiar with this type of work with the necessary equipment and personnel to perform the work within the required time.

2.2.23 Costs incurred by prospective bidders in the preparation of the response to this Request for Bid are the responsibility of the responding bidder and will not be reimbursed by the County.

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

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

2.2.26 Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.3 References

The Contractor shall provide at least three (3) references of work completed of a similar nature. Contact information shall include company name, company address, contact name, contact phone number and contact email address.

2.4 Term and Time of Completion

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

2.5 Equal Opportunity

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

2.6 Minority Participation

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

Section 3: Contract draft

3.1 The Draft Contract will be issued as an addendum to this RFB.

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

SCOPE OF WORK

4.0 GENERAL

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

4.02 Performance: The quality of workmanship concerning the Repaving of the Entrance to the New Hanover County Landfill must reflect professional work and conduct.

4.03 CONTRACTOR shall repave the entrance to the New Hanover County Landfill located at 5210 HWY. 421 N, Wilmington, NC. The work also includes grading

work to properly drain stormwater from the road shoulders into an existing drainage swale/ditch. Existing asphalt paving at the landfill entrance has deteriorated to the point of repair due to heavy truck traffic combined with poor water drainage. The existing topography has created a situation where stormwater accumulates on the roadway in the project area. In order to eliminate the ponding of water in this area a combination of paving, to increase the existing elevation by approximately three and one half (3.5) inches, and grading work, to allow stormwater to run off the pavement onto the shoulders and into a drainage swale/ditch, shall be completed.

4.04 Site Preparation

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

4.05 Shoulder Placement and Grading

The CONTRACTOR shall grade the shoulders to allow stormwater to flow away from the pavement at a minimum two (2) percent grade (1" per foot) in accordance with a typical roadway section (Exhibit 1).

Stormwater Swale/Drainage Ditch Grading

The CONTRACTOR shall grade the existing stormwater swale/ditch to blend to similar existing grades found adjacent to the project site. Specific grading of the swale/ditch will depend on depth of utilities and shall be agreed to in the field with COUNTY staff. Grading of the swale/ditch shall be in conformance, where possible, to a typical roadway section with a slope of 4:1 (Exhibit 1).

The CONTRACTOR is responsible to determine the quantity of soil material movement and grading necessary to complete the work.

4.06 Milling

The CONTRACTOR shall mill the existing pavement to a depth not to exceed one (1) inch. After milling the pavement is shall be thoroughly swept clean prior to placing the tack coat. After milling, the pavement shall be inspected to determine if areas have been excessively damaged to the point of requiring complete replacement. Any potholes and excessively damaged areas will be saw cut, removed and patched prior to overlaying new asphalt layers.

The CONTRACTOR shall place all milling material recovered in the roadway repair stockpile located behind the County maintenance offices.

4.07 Repair of Potholes and Replacement Excessively Damaged Areas

The CONTRACTOR shall add, and compact, approximately six (6) inches of new crushed aggregate base course (NCDOT ABC) in any excessively damaged areas or potholes encountered prior to overlaying new asphalt layers.

The CONTRACTOR is responsible to determine the quantity of base aggregate necessary to complete the repair/replacement work.

4.08 Paving

The CONTRACTOR shall pave the project area after milling and repairs to the following specifications:

Excessively damaged areas and potholes requiring replacement:

- Asphalt Surface (NCDOT Type S-9.5B): 1.5 inch thickness
- Asphalt Intermediate Course (NCDOT Type I-19.0B): 3.5 inch thickness
- New Crushed Aggregate Base Course (NCDOT ABC): 6.0 inch thickness.

Milling and overlay of existing pavement:

- Asphalt Surface Overlay (NCDOT Type S-9.5B): 1.5 inch thickness
- Asphalt Intermediate Course Overlay (NCDOT Type I-19.0B): 2.5 inch thickness.

Prior to paving, the milled surface will be tack coated. Upon tack coating, the milled surface shall be either chip sealed with liquid asphalt and 78M aggregate or have a paving fabric (Petromat PV-4598) placed prior to placing the new asphalt overlays.

The pavement surface shall be graded to allow a minimum of ¼ inch per foot slope to promote surface drainage.

The CONTRACTOR is responsible to determine the quantity of asphalt necessary to complete the work.

4.09 Project Area

An aerial photograph of the project area is attached as Exhibit 2. The project area begins in the turning entrance where NCDOT maintenance responsibility ends. The existing landfill entrance roadway, outside the turning entrance, is twenty four (24) feet wide. The total length of the paving project is approximately

one hundred and fifteen (115) feet by a width that tapers from twenty four (24) feet to eighty (80) feet in the turning entrance. The paving limits for the project area will be painted in the field the day of the mandatory pre-bid meeting. Bidders shall use the limits marked in the field to determine quantities of material necessary to complete the work.

4.10 Work Schedule

Work will be coordinated to occur over a weekend due to the location of the project area. The landfill closes at 12:00 pm on Saturdays and is closed on Sundays.

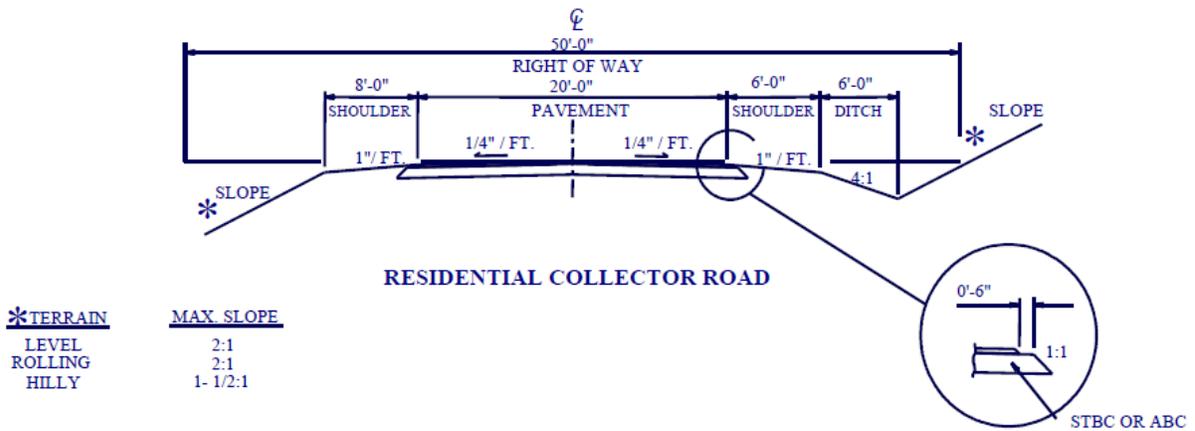
4.11 Permitting

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

4.12 CONTRACTOR Safety Requirements

- 4.12.1** CONTRACTOR shall comply with all local, state and federal safety rules and regulations and shall sign and return NHC Environmental Management Contractor Compliance Requirements document (attached).
- 4.12.2** The CONTRACTOR shall be solely responsible for maintaining safety at all work sites. The CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to include traffic control.
- 4.12.3** The CONTRACTOR shall comply with all OSHA requirements including, but not limited to, notices and training.

EXHIBIT 1: Typical Roadway Section



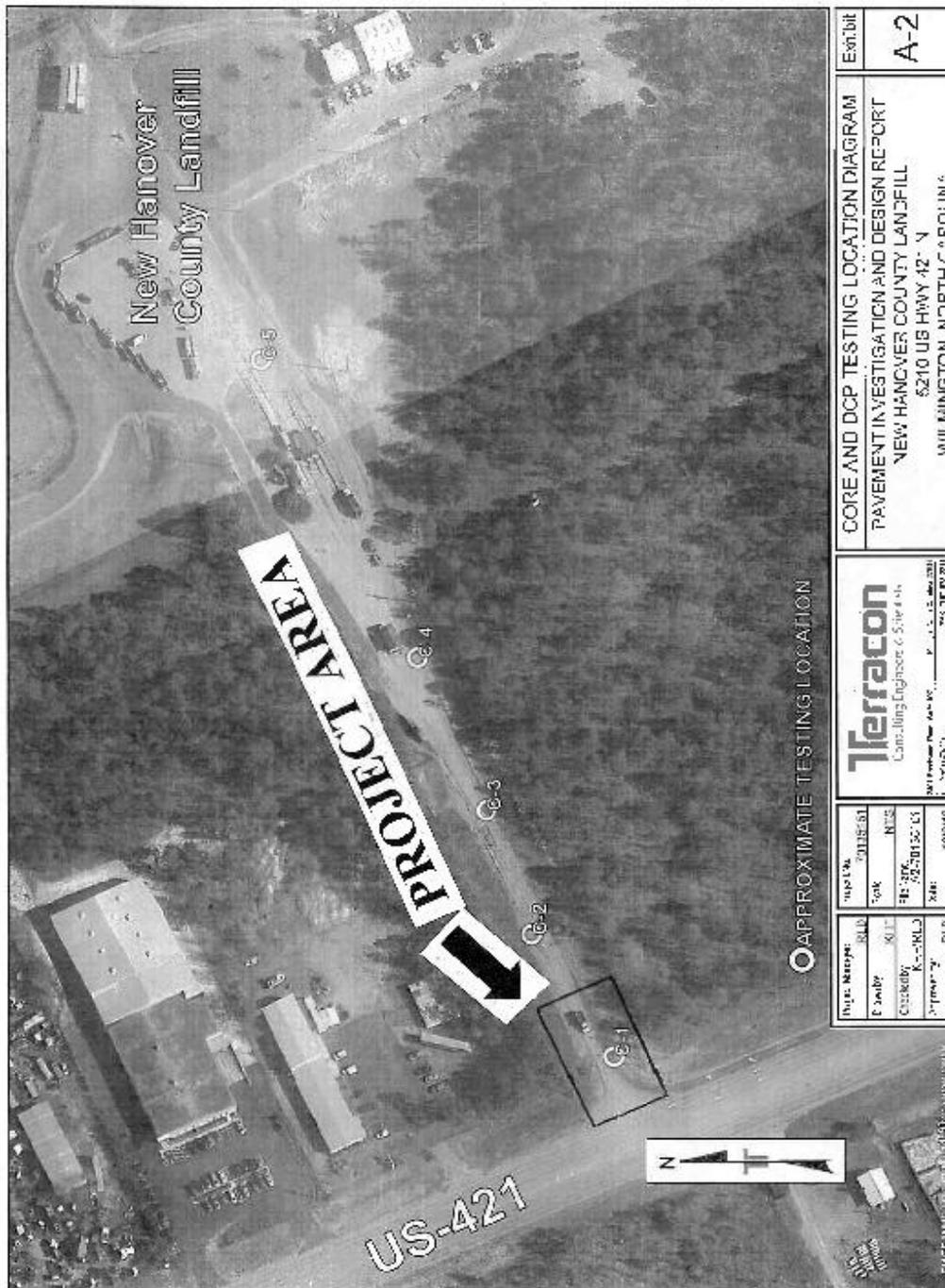
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EXHIBIT 2: Paving Project Area



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**NEW HANOVER COUNTY
REPAVING OF THE ENTRANCE TO THE LANDFILL
Price Sheet/Bid Form**

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

DATE: _____ CONTRACTOR: _____

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, Repaving of Entrance to New Hanover County Landfill, dated February 3, 2014, including the following addenda;

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the scope of work described in RFB#14-0252:

TOTAL TURNKEY BID PRICE: _____

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

Signature

Title

State of Incorporation

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**NEW HANOVER COUNTY
RFB #14-0252
REPAVING OF THE ENTRANCE TO THE NEW HANOVER COUNTY LANDFILL
STATEMENT OF ASSURANCES AND COMPLIANCE**

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

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Firm Representative

Title

Address of Firm

Telephone Number

Date

State of Incorporation