

REQUEST FOR BIDS

Central MSW Transfer Station Upgrades
656 Laurel Hill Drive, Rutherfordton, NC
Rutherford County, North Carolina

1. SCOPE OF WORK

Rutherford County is soliciting bids for replacement of an existing floor slab (within a steel frame building) and the addition of a two-bay steel frame building expansion. The expansion shall be completed first, and the transfer station must remain fully operational throughout the construction. The work includes sedimentation and erosion control; excavation; structural fill; concrete demolition; steel-reinforced concrete construction; erection of a pre-engineered steel structure; miscellaneous steel fabrication; drainage, electrical, and plumbing work; contractor to procure building permits furnish certain design elements.

2. NOTICE TO BIDDERS

Sealed proposals for this work will be received until **10:00 AM, Friday, August 31, 2012** by:

Office of the County Manager
Rutherford County
289 N. Main Street, Rutherfordton, NC 28139

No electronic submissions of bids will be accepted. Bids must be submitted in a sealed envelope with the following boldly and clearly written on the outside: **"Transfer Station Bid."**

The bids will be opened immediately thereafter and publicly read aloud. After initial evaluation at the bid opening, responsive bids will be further evaluated by the County for the purpose of selecting a respondent with which to enter negotiations and, ultimately, form a contract.

Selection of a contractor will be based in part on the bidder's approach to the project, including (but not limited to) the bidder's demonstrated ability to coordinate his activities with the Project Engineer to assure uninterrupted operation of the transfer station, and the bidder's commitment to meeting the Owner's schedule needs.

3. PLANS AND SPECIFICATIONS

Complete plans, specifications and contract documents can be downloaded from: rutherfordcountync.gov and at the Carolinas Association of General Contractors, www.cagc.org. Please note that the specifications are included within the plan set. All documents are provided as pdf's. No CAD files will be furnished during the bidding.

Questions concerning the project should be expressed in writing and forwarded via email to: James Kilgo, Director, Rutherford County Solid Waste Department, email: james.kilgo@rutherfordcountync.gov.

NO PHONE CALLS WITH QUESTIONS WILL BE ACCEPTED

A MANDATORY pre-bid meeting will be held at 10:00 AM on August 20, 2012, in the County Commissioner's meeting room, located at 289 N. Main Street, Rutherfordton, NC. A tour of the facility will follow. Bidders will be required to sign in at BOTH locations. Bidders who do not sign in at both meetings will not be eligible.

The deadline for questions pertaining to the project is **12 PM, August 24, 2012**. All questions must be submitted in writing via email. Responses will be provided via posting on the County web site by **10 AM, August 28, 2012**.

No bid may be withdrawn after the opening of bids for a period of 45 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

4. QUALIFICATIONS

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have a general license classification of **Unlimited**.

5. ALTERNATE BIDS

Three Alternates are listed in the Contract Drawings, described briefly as follows:

Alternate #1 – Provide a portable, electronic truck scale in the new loading bay; *equipment may be used but in good condition*; concrete work in the loading bay shall accommodate the scale, or to allow egress of vehicles in the event that no scale is present; the County will approve the proposed equipment.

Alternate #2 – Provide 12 foot wide bay doors on the north side of the new building, which will necessitate the building of a retaining wall of undetermined length to accommodate widening the access drive; otherwise move the existing 8 foot wide bay doors to the new loading dock (widening the access drive may still be needed).

Alternate #3 – Relocate plumbing for water service to the building by routing the pipes east of an existing footing (following a straighter path into the new building), in lieu of routing the piping to the west of the footing. This alternate might be considered in conjunction with Alternate #2 or to facilitate the overall schedule. The Structural Engineer will approve all penetrations of wall footings. *Water service to the buildings must be maintained with the shortest interruption practical.*

Selection of the Alternates will be based on cost to the County, available budget and other related factors.

6. UNIT PRICES

A unit price per linear foot is required for construction of the concrete retaining wall described in Alternate #2.

A unit price per cubic yard is required for disposal of leachate contaminated soil excavated from beneath the floor slab in the existing transfer station. Suggested disposal options include arranging with a lined landfill within the region to take the soil for use as daily cover. All soil disposal must comply with NC DENR Solid Waste regulations.

7. BID FORMS

All bids must be submitted on the bid form (**Attachment A**).

8. CONTRACTOR EXPERIENCE

All bids must demonstrate experience with similar projects, to be listed on the experience form (**Attachment B**).

9. REFERENCES

All bids include references, which are to be shown on the reference form (**Attachment C**).

10. BID, PERFORMANCE AND PAYMENT BONDS

A Bid Bond will be required in the amount of 10% of the bid amount and must be submitted with the bid. The Bid Bond may be in the form of a surety bond or a certified check issued by a North Carolina bank and signed by a qualified representative of the bank.

Upon award of the bid, the successful bidder shall furnish a Performance Bond and Payment Bond for 100% of the contract amount prior to issuance of the Notice to Proceed. Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds. *In the interest of time, the successful bidder will be required to demonstrate the ability to secure a bond prior to the September 10, 2012 meeting of the County Commissioners, when the contract award will be announced.*

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment and unused materials of the construction, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Owner.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the engineer for approval or disapproval; such approval or disapproval shall be made by the engineer prior to the opening of bids.

If, at any time during the construction and completion of the work covered by this contract, the conduct of any workman of the various crafts be determined as a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

3. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Project Engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. The work shall be inspected by Rutherford County buildings inspections department, specifically for plumbing and electrical work. The Contractor shall obtain building permits at no cost to the Owner and schedule inspections. The County will procure the Sedimentation and Erosion Control permit from NC DENR.

4. SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Project Engineer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

5. TAXES

The Contractor shall coordinate with the County Finance Department and report all State and/or Federal taxes on materials furnished to the project using a County-approved form. This allows the County to be reimbursed for the sales tax. The County has a form that will be furnished to the responsive bidder.

6. INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The contractor must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability	\$5,000,000 per occurrence/\$10,000,000 aggregate
Automobile Liability	\$1,000,000
Pollution & Environmental Liability	\$5,000,000 per occurrence/\$10,000,000 aggregate
Property Damage	\$5,000,000 per occurrence/\$10,000,000 aggregate

Each **Certificate of Insurance** shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner. All insurance policies shall name the County as "additional insured."

7. CONTRACTOR SUBMITTALS

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to the County Manager.

8. INVOICES FOR PAYMENT

Invoices for monthly progress payments will be accepted and reviewed by the Project Engineer. Pay requests shall be submitted by the 5th day of each month. Each pay request shall be accompanied by two copies of invoices to the Project Engineer.

The Project Engineer shall review the work completed to date, relative to the pre-determined schedule, and if acceptable, he will make a recommendation for payment. Progress payments will be made within 20 days following submission of an approved pay request, subject to 10% retainage.

The final pay request shall include a notarized contractor's affidavit, which shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full." Final payment will be made upon acceptance of the work by the County, based on the Project Engineer's review of the work and recommendation.

9. CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from construction debris and rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner. **The Contractor shall be responsible for disposal charges for soil excavated from beneath the floor slab and his own construction debris.**

10. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. Used equipment (i.e., scales) may not carry a warranty.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of final acceptance, in accordance with applicable law. Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

11. 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.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of any contract documents shall apply equally to a subcontractor, and that the subcontractor is bound by those terms. The Contractor shall be responsible for all subcontract work.

13. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Project Engineer and shall fully complete all work hereunder within two hundred, twenty five (225) consecutive calendar days from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Five Hundred Dollars (\$500.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

14. USE OF SITE

The Work may be performed between the hours of 6 am to 7 pm, Monday through Saturday. The Contractor shall furnish his own lock and secure that lock through the County's lock. The Contractor's Superintendent shall be responsible for securing the gate outside the normal business hours of the facility.

ATTACHMENT A

BID FORM

The undersigned, as bidder, proposes and agrees, if this proposal is accepted, to contract with Rutherford County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Rutherford County for the sum of:

BASE BID:		Lump Sum Dollars	
1.	Site Grading and Sediment & Erosion Control	LS	\$ _____
2.	Replacement of Existing Floor Slab (Exclude subgrade soil disposal)	LS	\$ _____
3.	Disposal of Subgrade Soil	LS	\$ _____
3a.	<i>Soil Disposal Unit Cost</i> \$ _____ per CY		
4.	Building Addition (Include ALL other concrete work, steel, plumbing, electrical)	LS	\$ _____
5.	TOTAL BASE BID (sum 1 – 4 above, no alternates)	LS	\$ _____
6.	Alternate #1 – Scales	LS	\$ _____
7.	Alternate #2 – 12' doors*	LS	\$ _____
7a.	<i>Retaining Wall Unit Cost</i> \$ _____ per LF		
8.	Alternate #3 – pipe routing*	LS	\$ _____
9.	GRAND TOTAL OF BASE BID AND ALL ALTERNATES		\$ _____

*Take into account any appropriate base bid deductions, could be a negative value

Respectfully submitted this _____ day of _____ 20__

By _____
(Contractor or Company Name)

Federal ID#: _____ By: _____

Witness: _____ Title: _____
(for Proprietorship or Partnership) (Owner, Partner, Corp. Pres. or Vice President)

Attest: _____ Address: _____
(for Corporation)

Email Address: _____

(Corporate Seal)

By: _____ General Contractor License #: _____

Title: _____
(Corp. Secretary/Ass't Secretary)

ATTACHMENT B
CONTRACTOR EXPERIENCE

Bidders are required to provide (at a minimum) general information regarding the last four projects to demonstrate relevant experience. Other projects information may be furnished at the bidder's discretion, but bidders may not substitute a brochure or other marketing information in lieu of completing this form. Failure to complete this form may render the bidder as non-responsive.

(1) PROJECT NAME: _____

LOCATION (City, State): _____

WHEN COMPLETED: _____

CONTACT NAME, PHONE: _____

CONTRACT AMOUNT: \$ _____ SERVED AS GENERAL CONTRACTOR? YES ___ NO ___

WAS A PERFORMANCE BOND REQUIRED? YES ___ NO ___ PAYMENT BOND? YES ___ NO ___

IF YES, LIST THE AMOUNT OF THE BOND ISSUED TO CONTRACTOR \$ _____

(2) PROJECT NAME: _____

LOCATION (City, State): _____

WHEN COMPLETED: _____

CONTACT NAME, PHONE: _____

CONTRACT AMOUNT: \$ _____ SERVED AS GENERAL CONTRACTOR? YES ___ NO ___

WAS A PERFORMANCE BOND REQUIRED? YES ___ NO ___ PAYMENT BOND? YES ___ NO ___

IF YES, LIST THE AMOUNT OF THE BOND ISSUED TO CONTRACTOR \$ _____

(3) PROJECT NAME: _____

LOCATION (City, State): _____

WHEN COMPLETED: _____

CONTACT NAME, PHONE: _____

CONTRACT AMOUNT: \$ _____ SERVED AS GENERAL CONTRACTOR? YES ___ NO ___

WAS A PERFORMANCE BOND REQUIRED? YES ___ NO ___ PAYMENT BOND? YES ___ NO ___

IF YES, LIST THE AMOUNT OF THE BOND ISSUED TO CONTRACTOR \$ _____

ATTACHMENT C
CONTRACTOR REFERENCES

Bidders are required to provide (at a minimum) general information that demonstrates financial stability needed to complete this project. Other projects information may be furnished at the bidder's discretion, but bidders may not substitute a brochure or other marketing information in lieu of completing this form. Failure to complete this form may render the bidder as non-responsive.

(1) BANK NAME: _____
LOCATION (City, State): _____
CONTACT NAME, PHONE: _____

(2) SURETY NAME (Performance Bond): _____
LOCATION (City, State): _____
CONTACT NAME, PHONE: _____

BOND AMOUNT: \$ _____ If a bond will be used to meet the bid bond requirement, record the amount here. If a bid bond is not used, write "N/A"

NOTE: Letters of commitment for the performance bond will be required prior to signing of a contract.

(3) TRADE REFERENCE: _____
LOCATION (City, State): _____
CONTACT NAME, PHONE: _____

(4) TRADE REFERENCE: _____
LOCATION (City, State): _____
CONTACT NAME, PHONE: _____

(5) TRADE REFERENCE: _____
LOCATION (City, State): _____
CONTACT NAME, PHONE: _____