

**CITY OF ROCKY MOUNT
SOLID WASTE TRANSFER STATION
TRUCK SCALE REPLACEMENT
RFQ# 1461**

Pursuant to NCGS 143-131, the City of Rocky Mount is receiving bid prices from companies capable of performing the required work to remove and replace the existing truck scale at the City of Rocky Mount Solid Waste Transfer Station located at 1221 Thorpe Road, Rocky Mount, NC. The contractor awarded the project shall be responsible for providing all materials, labor, equipment, supplies, insurance and all else needed to perform the work.

All bid price proposals are due back to the City of Rocky Mount Purchasing Office by 4:00 pm March 7, 2014. Bid proposals are to be mailed to the City of Rocky Mount Purchasing Office, 331 S. Franklin Street, PO Box 1180, Rocky Mount, NC 27802, or hand delivered to Purchasing Office located on the 4th floor of the Frederick E. Turnage Administrative Complex.

The contractor that is recommended for award of the contract shall be responsible for supplying a notarized e-verify affidavit before award of the contract if one is not on file with the City of Rocky Mount Purchasing Office.

All contractors are hereby notified that they must have all licenses under the State Laws governing their respective trades. No bids may be withdrawn for one-hundred forty (140) days after the scheduled closing time for bids.

Instructions for submitting bids, construction plans and contract documents for the work desired may be viewed and obtained during regular office hours at the City of Rocky Mount Purchasing Office (252.972.1229). The construction plans and contract documents may be viewed at the City of Rocky Mount Public Works Department (252.972.1299), or at the office of Appian Consulting Engineers, PA, (252.972.7703).

The City of Rocky Mount will not discriminate against any bidder submitting a bid because of race, creed, color, national origin or handicap. The City of Rocky Mount reserves the right to reject any and all bids.

Delton L. Farmer
Purchasing Manager
252-972-1228

**CITY OF ROCKY MOUNT
SOLID WASTE TRANSFER STATION
TRUCK SCALE REPLACEMENT
RFQ #1461**

BID PROPOSAL

TO: **City of Rocky Mount**
Attn: Jonathan L. Boone, PE
Post Office Box 1180
Rocky Mount, NC 27804

FROM: **BIDDER** _____
ADDRESS _____

DATE OF BID _____, 20 _____

1. Work shall consist of all work shown on plans and described in "01004- Special Conditions/ Scope of Work," prepared by Appian Consulting Engineers, PA, 2.20.14.
2. Acceptance of Proposal will be based upon the proposal most favorable to the Owner at the time and under the conditions stipulated and in accordance with the Contract Documents. The Owner reserves the right to reject any and all bids; and to waive any irregularities or informalities in any or all bids. Bids received after the specified time of closing will be returned unopened. *This is an informal bid. No bonds are required for this project.*
3. Bids are to be valid for *140 days subject to Escalation Clause*. Contract to be officially awarded in July 2014. Work to be performed in September 2014.
4. Bids are to be returned by **4:00 pm on March 7, 2014**, to:

City of Rocky Mount Purchasing Office
331 S. Franklin Street – 4th Floor
PO Box 1180
Rocky Mount, NC 27802

5. Bidders must use Bid Proposal Form provided. Contractors shall add contingency of \$10,000 to their base bid. Contingency shall be credited to City if not used.
6. This price shall include Addenda numbers ****Fill in appropriate Addenda number(s)****

Addendum No. _____

Addendum No. _____

BID PROPOSAL

CITY OF ROCKY MOUNT SOLID WASTE TRANSFER STATION TRUCK SCALE REPLACEMENT

BIDDING CONTRACTOR: _____

SCALE MANUFACTURER/MODEL: _____

BID AMOUNT	
Truck Scale (removal/replacement, calibration, accessories, wiring, concrete footings, etc.)	\$
Concrete Apron Topping (Both existing concrete aprons)	\$
Contingency (to be credited to City if not used)	\$ 10,000
GRAND TOTAL BID AMOUNT	
\$	

BID ALTERNATES - ADD

DESCRIPTION	QUANT	UNIT	UNIT PRICE
A1.1 Scale Maintenance (beyond warranty period): Provide approximate cost per visit and recommended frequency and/or typical maintenance program (may be attached separately).			\$

BID ALTERNATES - DEDUCT

DESCRIPTION	QUANT	UNIT	UNIT PRICE
D1.1 Deduct Amount for Sale or Recycling of Existing Scale	1	LS	\$

Bidders must also submit experience qualifications and project work plan with their bids



01004 –SPECIAL CONDITIONS/ SCOPE OF WORK

CRM Solid Waste Transfer Station Truck Scale

PART 1 – GENERAL

1.1 SCOPE OF WORK

The scope of this project consists of, but is not limited to the following:

- A. Furnishing all equipment, materials, and labor necessary to construct the project in accordance with plans prepared by Appian Consulting Engineers, PA, dated 2.20.14, and these specifications and the directions of the City and the Engineer.
- B. The scope of work shall consist of providing all labor, equipment and materials complete in every detail for the removal and replacement of the existing truck scale, including: removal of existing 10'x70' UniBridge scale; purchase, delivery and installation of new truck scale; improvements to existing foundation (if required); project cleanup, etc.
- C. Work includes inspection of scale concrete foundation and providing a notarized written certification that the existing foundation or foundation with or without repairs meets the requirements for the new scales.
- D. Work shall also include installation of a 6" concrete topping on the existing concrete apron as shown on the plans.
- E. The scope of work shall also consist of removing and replacing the existing interior digital indicator and printer, including installation, wiring, equipment, etc.; location to be determined by City. The exterior digital indicator is not to be replaced.
- F. The successful bidder will be required to provide materials, equipment, and labor to perform work in accordance with the local and State Weights & Measures scale requirement guidelines, National Institute of Standards and Technology (NIST) Handbook 44, American Welding Society standards, ASTM, and American Concrete Institute (ACI) standards and codes, as well as state and local codes.
- G. Work associated with tipping floor repairs or scale house site improvements (asphalt, wood decking, etc.) is not included in this project.
- H. This is an informal bid. No bonds are required for this project.

1.2 MISCELLANEOUS

- A. Contract Time will be negotiated based on the finalized scope of the contract.

B. Work Hours

- a. Work shall be performed and priced for work to take place during **Labor Day Weekend (Friday, August 29 thru Monday, September 1, 2014)** which includes overtime, unless otherwise approved by the City.
- b. Solid Waste Transfer Station normal hours of operation are 7:00 am to 4:00 pm Monday to Friday. The station is closed Monday, September 1, 2014, for Labor Day.
- c. Contractor is NOT to interfere with the operations of the existing Solid Waste Transfer Station.

C. COORDINATION OF WORK: Scale Contractor shall coordinate in every detail with the City, Engineer and scale house Site Contractor.

D. PRECONSTRUCTION VIDEO TAPING: It is vital that the contractor video the project area to safeguard himself and the Owner from undue claims. Failure by the contractor to video tape the pre-existing conditions may cause the contractor undue economic hardship should conflict arise over such conditions.

E. DEDUCT FOR SALE OF EXISTING SCALE: An alternate deduct is provided that includes the amount received by the Contractor for the sale of the removed existing scale either for use or scrap metal.

1.3 QUALIFICATIONS OF BIDDERS

The Bid shall contain evidence of Bidder's qualification to do business in the State of North Carolina. The Bid Submittal shall contain evidence of Bidder's qualification. These minimum qualifications include the following:

A. Experience Qualifications: The successful Bidder shall provide documentation that the Contractor and/or its Subcontractor can demonstrate successfully installing or replacing at least ten (10) truck scales of similar application. Provide reference contact information (Owner, Contact, Contact's phone number) for a minimum of 5 separate owners/entities where scales have been furnished and installed by your firm.

B. Project Work Plan: As part of the qualification information in the Bid Submittal, the Contractor shall submit a Project Work Plan. The Project Work Plan will be used by the City and the Engineer to evaluate the bids, and to determine if the Bidder has an adequate experience, and understanding to successfully complete the project. The Project Work Plan is considered a part of the Bid Submittal and should include the following components:

1. **Estimated Project Schedule:** The project schedule should include the important milestones, completion date and address significant deadlines outlined in the specifications. Minimum items addressed in the schedule should be:
 - a) Existing scale removal and demolition work.
 - b) Cleaning and preparation.
 - c) Concrete work.
 - d) Scale installation.
 - e) Completion of project - operational scale.

2. **Description of Standard Installation Procedures:** This section should include a description of the installation and/or construction procedures. **Each bidder must demonstrate proposed methodology to provide the new truck scale.**
- C. The City and Engineer will evaluate the qualifications information submitted by the Contractor to determine if a Bidder meets the minimum qualifications and experience requirements listed above. The City and Engineer may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidders shall furnish to the City all such additional information and data for this purpose as the City may request.
- D. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of and to complete this Contract.
- E. To demonstrate Bidder's qualifications to perform the Work, Bidder may also be required to submit within 5 days after Owner's request written evidence on financial data, present commitments, and other such data as may be requested by City or Engineer.

PART 2 - CONSTRUCTION

2.1 CONSTRUCTION

A. DEMOLITION

1. Mark location of existing utilities. Identify, disconnect, cap and protect utilities within demolition areas.
2. Non-salvageable construction debris may be disposed of on site. The City will assess no tipping fees for this project.
3. Removal and haul-off of existing scale, unless otherwise approved by the City.
4. Remove all solid waste, silt, soil, debris, and vegetation from the existing scale floor pad, concrete apron and foundation. Area should be free of all waste, silt, soil, debris, and vegetation prior to inspection of foundation.

B. TRUCK SCALE:

1. The new scale shall have a gross weighing capacity of 100 tons, with an unobstructed weighing surface of 10' wide by 70' in length and an 18" deck height above adjacent grade. A minimum clearance of 4" shall be provided between the concrete floor and the bottom of the weighbridge. No field assembly or welding will be allowed.
2. Scales are to have guide rails attached on both sides. Scale shall be equipped with gusseted bolt-on safety guiderails on each side of the scale with a minimum of 4" diameter pipe. Guiderails welded to weighbridge shall not be permitted.

3. The scales shall be designed to accept vehicles that generate up to 80,000 pounds concentrated load capacity (CLC), as defined by NIST. When the CLC is applied at midspan on a module, according to NIST regulations, the maximum stress of the steel shall not exceed 26,000 PSI as determined by Finite Element Analysis (FEA) software. The deflection at this loading condition shall not cause the scale to exceed the allowable accuracy tolerance as specified by NIST in Handbook 44.
4. The scale shall have a maximum span deflection ratio of no less than 1:1100 under legal highway loading at mid span of module.
5. Scale weighbridge shall be designed to accommodate up to 250 trucks per day for a period of 25 years without weighbridge fatigue.
6. The scale shall be calibrated to 200,000 pounds by 20-pound increments. Scale shall be appropriately calibrated such that it is ready to be placed in service by the City and legal for trade.
7. The manufacturer shall provide a listing of major spare parts and their prices including replacement load cells, digital instrument, junction box circuit boards, and associated parts.
8. The existing scale foundation shall be inspected by the scale manufacturer and contractor after removal of the existing scale and prior to installation of the new scale to ensure that it meets the scale manufacturer requirements. The contractor and scale manufacturer shall prepare a written report that evaluates the existing conditions of the foundation, including the structural integrity, any deformities, and recommended repairs. Contractor is to make any necessary improvements to the existing foundation. Contractor to provide a notarized certification stating that the foundation meets the requirements for the new scale, prior to placement of new scale.
9. Upon completion scale contractor is to submit proper notification to NC Department of Agriculture & Consumer Services Standards Division.

C. CONCRETE:

1. Work shall include installation of a concrete topping on both of the existing concrete aprons. Finished surface of concrete aprons to be set approximately 1" above height of new scale. Contractor to coordinate exact height with Engineer.
2. Contactor to install low-slump 6" concrete (5,000 psi air-entrained @ 28 days) with 6x6 W2.9 x W2.9 WWF placed at mid-depth on top of the existing 10' x 12' concrete apron, unless otherwise approved by Engineer. Coordinate with Engineer to verify if pins are required. Air entrainment to be per 2012 NCDOT Standard Specifications for Roads and Structures.
3. All construction, placing, pouring and curing of concrete is to conform to the latest edition of ACI 318. Reinforcing steel is to meet ASTM A-615, Grade 60. Welded

wire fabric is to meet ASTM A185 plain or A497 deformed, and shall be furnished in prefabricated sheets (NOT ROLLS!). Tie wire to conform to ASTM A82.

4. Lap welded wire fabric a minimum of one mesh, but not less than 6 inches. Lap all bars a minimum of 24". Alternate adjacent bar splices a minimum of 48".
5. Use only approved chairs to support steel reinforcing. Use chairs with sand plates to support reinforcing when placing steel on bare earth grade.
6. All crossings of reinforcement are to be tied. Provide supports for reinforcing to hold bars against movement during pour and finish operation. Supports for reinforcing bars to a minimum of 48" apart.
7. Unless noted otherwise on plans, the following minimums shall apply for cast-in-place concrete:

COVER ON STEEL:

Cast against or permanently exposed to earth	3"
Exposed to earth or weather	
#5 or smaller	2"
#6 or larger	1½"
Not exposed to weather (slabs, walls, joists)	
#11 bars or smaller	1½"

8. Contractor to notify Engineer at least 24 hours prior to placing concrete to allow for review of reinforcing steel. Any concrete placed without approval of Engineer will be subject to rejection. Engineer's review of reinforcing steel is for the purpose of minimizing errors in the field work and shall not relieve the Contractor of his responsibility to provide work in accordance with the requirements of the contract documents.
 9. Finish: Screed and Float Finish. Exposed edges to have rounded edge formed by an edger.
 10. The concrete finished surface elevation shall be uniform, gradually sloping away from the scale, minimum 0.5% slope. No depressions or low areas are permitted on the finished surface after completion.
 11. Contractor shall watch for any potential upgrade depressions adjacent to and behind proposed concrete. Should any be detected, fill to provide positive surface drainage over concrete.
- D. **OTHER:** All other materials and finishes not specifically covered either on the plans or in these specifications but necessary for either the construction or execution of this project shall be included in the bid.
- E. **FINAL CLEANING:** Clean up concrete foundation base of loose mortar droppings/ stains as required.
1. All exterior grounds shall be cleaned thoroughly as approved by the owner.

2. Contractor will be responsible for any damages to the existing buildings or grounds by his storage of materials or work. Restore to a condition equal or exceeding that prior to disturbance.

2.2 SHOP DRAWINGS

- A. Submit four (4) shop drawings of manufacturers' literature describing scale and accessories.
- B. Submit four (4) copies of scale detail drawings indicating clear dimensions from top of deck to top of concrete foundations, clear dimensions to edges of the walkway, wiring for operation, etc.

2.3 WARRANTY

- A. Provide correct defective work for a minimum five (5) year period after Date of Final Completion.
- B. Provide at minimum five (5) year manufacturer warranty for failures due to a defect in manufacturing, water and moisture damage, lightning or surge voltages for all scale components.
- C. The manufacturer shall bear the charges and expenses associated with replacement parts, equipment, on-site labor and any associated freight or handling expenses incurred in the repair or replacement of the scale assembly due to failed or damaged items under warranty.
- D. Provide for twelve months of regular maintenance and calibration service, including the cost of inspections. Inspections shall occur a minimum of once every six months and shall comply with the guidelines set forth by the manufacturer, local regulations and NIST H-44.

2.4 MAINTENANCE

- A. A price is also being requested for maintenance beyond the first twelve month warranty period. Bidders are to provide a cost and recommended frequency of maintenance for the new truck scale. Provide approximate cost per visit and recommended frequency and/or typical maintenance program.

2.5 ESCALATION CLAUSE: DETERMINING PRICE INCREASES – THE INVOICE METHOD

- A. The invoice method compares material bid price quotes to final material payment costs. The quotes and costs must be certified once a contract is awarded. Engineer/owner may request contractor to provide an anti-collusion affidavit from material suppliers for all materials proposed to be eligible for reimbursement due to price escalation.
- B. In order for the contractor to be eligible for compensation for price increases, unit price and quantity bid numbers must be verified *prior* to issuance of a Notice to Proceed for record purposes, including any discounts. It is these numbers upon which prices increases shall be based. At the discretion of the City or the Engineer, quantities may be verified in the field during placement. *If not field verified or unable to field verify, requests for quantities other than those initially approved prior to issuance of a Notice to Proceed shall not be permitted.*
- C. Contractor will not be paid for materials stored on site.

- D. If questions arise from either the City or the Engineer as to whether the materials claimed were actually incorporated into the project, the Engineer or Owner may request that the contractor provide certification that the materials purchased were actually integrated into the project. Engineer will then analyze to verify if quantities claimed are reasonable. The engineer's opinion/judgment shall be final.
- E. Upon presentation of an invoice for work completed, with documentation showing the difference in unit prices actually paid verses the prices bid, the Engineer will review and verify price increases and then submit invoice for payment to the City. Submit request for payment on a separate invoice. Invoice shall be accompanied by the suppliers paid invoice(s). *No material may be submitted for price increase unless it was submitted for consideration prior to Notice to Proceed.*
- F. A request for payment for price increases shall cover materials only. No request for price increases shall be submitted for labor, equipment rental (contractor owned or leased) or for overhead and profit.

PART 3 - INSURANCE

3.1 INSURANCE

The Contractor shall procure and maintain at his own expense, and without additional cost to the Owner, until final acceptance of the work covered by this Contract, insurance for liability for damages imposed by law, of the kinds and in the amount as hereinafter provided. Insurance shall be obtained from insurance companies authorized to do work in the State of South Carolina and approved by the Owner and it shall cover all operations under the Contract whether performed by the Contractor or by his sub-contractors. Before commencement of the work, the Contractor shall furnish to the Engineer, certificates (in four copies) of insurance in forms satisfactory to the Owner, and indicating compliance with the requirements of this Special Condition. *Appian Consulting Engineers, PA, and the City of Rocky Mount are to be listed as additional insured.*

- A. **WORKMEN'S COMPENSATION INSURANCE.** The policy shall cover the obligations of the Contractor under the current provisions of Federal and State Workmen's Compensation Law for all operations under the Contract, whether performed by him or by his subcontractors, and including Employer's Liability coverage of at least 500,000 dollars per occurrence. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure and maintain such compensation coverage.
- B. **CONTRACTOR'S DIRECT BODILY INJURY LIABILITY AND CONTRACTOR'S DIRECT PROPERTY DAMAGE LIABILITY**
- (1) Direct Bodily Injury Liability - The minimum amount of such insurance shall provide 1,000,000 dollars for injuries including death to any person or persons, on account of any one occurrence.
 - (2) Direct Property Damage Liability - The minimum amount of such insurance shall provide 1,000,000 dollars for any one occurrence and an aggregate policy limit of 1,000,000 dollars on account of all occurrences.
 - (3) This policy must be endorsed in accordance with Endorsements 1, 2, 3, 4, and 5 as recited below.
- C. **AUTOMOBILE LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE** - The same coverage shall be provided for claims arising out of the operation of owned, non-owned, and hired automobiles and trucks as is provided in the Direct Bodily Injury and Direct Property Damage policies. This policy must be endorsed in accordance with Endorsement 5 as recited below.
- D. **CONTRACTOR'S PROTECTIVE LIABILITY.** The preceding Direct Bodily Injury and Direct Property Damage policies must be so written as to include contingent bodily injury and contingent property damage coverage for claims arising from the operations of a subcontractor. This policy shall be endorsed in accordance with Endorsements, 1, 2, 3, 4, and 5 as recited below.
- E. **EXCESS GENERAL AND AUTOMOBILE LIABILITY.** Umbrella liability insurance shall be provided in a minimum amount of 1,000,000 dollars.
- F. **OWNER'S PROTECTIVE BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE** - This policy shall be issued in the name of the Owner, its successor or successors. The policy must cover the legal liability of the Owner and the Engineer (the insured), for damages on account of bodily injuries to the public and damage to the

property of other caused by the work to be performed under the Contract, with respect to all operations by the Contractor and/or all his subcontractors, including omissions and supervisory acts of the Owner. In addition, the policy for this insurance must fully cover the legal liability of the Owner and the Engineer (the insured), as Owner or Part Owner and agent, respectively. The limits of each shall be the same as specified above for Direct Bodily Injury and Direct Property Damage. This policy must be endorsed in accordance with Endorsements 1, 2, 3, 4, and 5 as recited below.

Whenever the estimated aggregate losses covered by the property damage insurance policies under 2, 4 and 5 above, equals or exceed fifty percent (50%) of the aggregate policy limit, as estimated or determined by the Owner, such policy shall upon ten (10) days written notice by the Owner be endorsed to restore the initial aggregate policy limit or replaced by another policy having the same limit. All the aforesaid insurance policies and the insurers named therein shall be subject to the approval of the Owner.

ENDORSEMENTS

Policies listed in this Contract must be endorsed, as specified for each policy, as follows unless such coverage is provided for in the policy:

1. To delete explosion, collapse, and underground hazards exclusion.
2. It is understood and agreed that, if during the course of the work employees of the Owner are loaned or assigned to the Contractor to perform work in connection with the Contract, such employees are to be considered as employees of the Contractor for the purpose of this insurance.
3. Whereby the coverage provided under these policies must not be affected if the Owner performs work in connection with the project, of which the Contract may be only a part, by means of its own employees or if the Owner directs or supervises the work to be performed by the Contractor, but any work which may be performed on the project by the Owner by its own forces under its supervision shall not be covered under these policies.
4. To protect the Owner from payments for accidents arising from the presence of the employees, equipment, machinery and materials of the Contract of his subcontractors, on the premises of the Owner.
5. Cancellation:
 - a. Most Certificates of Insurance state under the cancellation clause that "*the issuing company will endeavor to mail 30 days written notice to the ...*" and "*but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives*". If your certificate states this, the words "*endeavor to*" and "*but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives*" must be stricken in order to comply with the Contract Documents.
 - b. Change to provide that the policies shall not be changed or cancelled until sixty (60) days written notice has been given to the Owner.

END OF SECTION