



RANDOLPH COUNTY

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REQUEST FOR PROPOSALS

Proposal # 08-0901

FOR

CONSTRUCTION of SOLID WASTE CONVENIENCE SITE

&

RECYCLING CENTER

Issued on: Monday September 29, 2008

Due Date: Tuesday, October 21, 2008 at 10:00 A.M. EST

Administered by: Audrey Alexander, Purchasing Officer

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SECTION I -- NOTICE TO VENDORS and INTRODUCTION:

Notice to Vendors

Randolph County intends to contract for the Construction of a Solid Waste Convenience Site and Recycling Center in the Town of Liberty, NC. **Sealed proposals** for these construction services are being requested and will be received by the Purchasing Officer for Randolph County from experienced, qualified Contractors who specialize in site excavation and grading, erosion control and asphalt paving for the following:

REQUEST FOR PROPOSAL 08-0901 Construction of Solid Waste Convenience Site and Recycling Center

Signed proposals shall be submitted on the enclosed Proposal Form in accordance with the instructions of this Request for Proposals. Proposals must be signed by the Contractor or an authorized representative of the Contractor's firm. Proposals must be submitted in a **sealed envelope** identifying the Contractor's name, the RFP title, the RFP number, and the RFP due date on the face of the envelope.

Proposals will be accepted until **Tuesday, October 21, 2008 at 10:00 A.M.** at the Purchasing Office in the Randolph County Office Building, 725 McDowell Road, 2nd Floor, Asheboro, North Carolina 27205. Any proposal received after the 10:00 A.M. deadline will not be accepted or considered. Sealed proposals will be publicly opened and read at 10:00 A.M. on the aforementioned date. This proposal opening will be held in the Administrative Conference Room on the second floor of the Randolph County Office Building located at 725 McDowell Road, Asheboro, NC 27205.

Proposal documents may be obtained from Audrey Alexander, Purchasing Officer, at the Randolph County Office Building, 725 McDowell Road, 2nd Floor, Asheboro, NC 27205.

It is the intent of Randolph County Purchasing and the Public Works Department to submit a recommendation to the Randolph County Board of Commissioners on Monday, November 3, 2008 during their regular monthly meeting for the award of this contract to the selected Contractor.

Randolph County will expect the selected Contractor to begin work by or on November 12, 2008.

Submission of a proposal signifies the Contractor's agreement that its proposal and the content thereof are valid and will become part of the contract that is negotiated between Randolph County and the successful Contractor. All prices submitted with the proposal shall remain in effect for 30 days from the proposal submission date.

Randolph County reserves the right to reject any or all proposals and to waive irregularities or informalities in any proposal. The County shall award the contract to the most responsible, responsive Contractor who submits a proposal that is deemed most suitable and in the best interest of Randolph County.

Sincerely,

Audrey H. Alexander

Audrey H. Alexander
Purchasing Officer

Introduction

Randolph County has joined in a partnership with the Town of Liberty to construct a new Solid Waste Convenience Site and Recycling Center. This site is located at 504 West Brower Street, Liberty, NC. The property is owned by the Town of Liberty. All construction will be funded by Randolph County. The contract and all phases of the construction will be administered by the Randolph County Public Works Department. The site on which the Solid Waste Convenience and Recycling Center will be constructed is approximately one (1) acre in size. In general terms, the site will be paved with seven (7) concrete pads for dumpsters. The construction of a small office building will also be needed.

SECTION II -- SCHEDULE:

RANDOLPH COUNTY GOVERNMENT

Construction of Solid Waste Convenience Site and Recycling Center

Monday, September 29, 2008	RFP notices e-mailed, mailed to potential Contractors and placed on Randolph County website.
Tuesday October 7, 2008 10:00 A.M.	Pre-proposal meeting. Meeting begins at 10:00 A.M. at the construction site located at 504 West Brower Avenue, Liberty, NC. Vendors must sign in. A business card will be appreciated.
Friday October 10, 2008 5:00 P.M.	Last day for questions. Questions must be signed and submitted in writing by 5:00 P.M. Questions may be delivered either by mail, e-mail or fax.
Tuesday October 14, 2008 5:00 P.M.	Last day Addenda will be posted. All questions will be clarified through an addendum. Addendum will be posted on Randolph County website by 5:00 P.M.
Tuesday October 21, 2008 10:00 A.M.	Proposal receipt deadline. Sealed proposals opened. All proposals are due at the Randolph County Purchasing Office by 10:00 PM. No late proposals will be accepted.
November 3, 2008	Present Recommendation to Board of Commissioners.
November 5, 2008	Vendors are notified of award decision.
November 12, 2009	Projected date for Construction to begin

SECTION III -- GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATIONS: The successful Contractor must be properly licensed to do business in Randolph County and the State of North Carolina. The successful Contractor shall have been in the Construction business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by Randolph County Government. In the event of a default on the part of the Contractor after acceptance, the County may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Randolph County
Attn: Public Works Department
725 McDowell Road
Asheboro, NC 27205

Randolph County is responsible for all payments to the Contractor under this contract.

CHANGES: Randolph County shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

ADVERTISING: In submitting a proposal to Randolph County, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of Randolph County Government.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Randolph County Government until after the award of the contract. Contractors not in compliance with the provision may, at the option of Randolph County, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. Randolph County will not reimburse any Contractor for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE: A signed proposal shall be considered a firm offer and shall be binding upon the Contractor for a period of thirty (30) days following the proposal opening date, Tuesday, October 21, 2008. Although the contract is expected to be awarded prior to that time, the 30-day period is requested to allow for unforeseen delays. Any proposal on which the Contractor shortens the acceptance period may be rejected.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of Randolph County when received.

COLLUSIVE BIDDING: The vendor's signature on the Randolph County "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude Randolph County Government from obtaining the lowest possible competitive price.

ETHICS IN PUBLIC CONTRACTING: By submission of their proposals, all Contractors certify that their Bids are made without fraud and that they have not offered nor received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their Bid. The Contractor further certifies that they have not conferred on any public employee, having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of Randolph County Government. All Contractors must also disclose in writing with their proposal the name of any employee of Randolph County Government who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

SALES TAX: All sales tax paid by the Contractor on purchases made for this Construction project must be reported to Randolph County. The Contractor's Sales Tax Report must be completed and included with the final invoice submitted to Randolph County for payment. A sample "Contractor's Sales Tax Report" can be found on Page 40 of this document.

ADDITIONAL INFORMATION: This Request for Proposals can be accessed and viewed in its' entirety on the Randolph County website at www.co.randolph.nc.us by following the links through "Departments", "Purchasing", and "Current Bid Information". Copies of this Request for Proposals will be provided upon receipt of a written request to Audrey Alexander at ahalexander@co.randolph.nc.us.

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify Randolph County Government, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Randolph County or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by Randolph County or Randolph County officials (including the County Manager, the Board of Commissioners, as well as Randolph County officers, agents, and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against Randolph County Government or Randolph County officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify Randolph County Government of any omissions or errors found in this document.

INSURANCE REQUIREMENTS: The Contractor must include a copy of their Certificate of Insurance with their proposal package. The Certificate of Insurance shall include a "Contractual Statement" on its face. Upon award of this contract, the selected Contractor shall add Randolph County Government as a Certificate Holder to their insurance policy.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.

- **General Liability** – The Contractor shall provide and maintain, throughout the entire period of this contract, General Liability Coverage in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.
- B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

REQUEST FOR CLARIFICATION: Randolph County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 P.M. on Friday, October 10, 2008. Written questions or requests must be submitted directly to Audrey Alexander, Purchasing Officer at ahalexander@co.randolph.nc.us. Any questions the County feels are pertinent to all interested Contractors will be posted on the Randolph County website, www.co.randolph.nc.us, as addenda to this RFP. The final time and date for posting of all addenda is 5:00 P.M. on Tuesday, October 14, 2008. Addendums issued to this RFP shall become a part of this Request for Proposals #08-0901.

Any information communicated verbally by any Randolph County employee shall not be considered binding. Contractors shall not rely on any oral statement or communication by the County or its' agents, advisors or consultants.

In addition, the County assumes no responsibility for conclusions or interpretations derived from background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County other than those issued in writing by the County through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

PROPOSAL OPENING: The proposal deadline is Tuesday, October 21, 2008 at 10:00 A.M. On that date and time the package containing the proposals from each responding Contractor will be publicly opened. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "EVALUATION CRITERIA" and "AWARD OF BID" for further explanation on the components involved with the award of this contract.

EVALUATION CRITERIA: Randolph County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a “best overall value” basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, and the Contractors experience with similar projects, and the ability of the Contractor to perform the services outlined in these specifications. In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. If requested, the Contractor shall provide Randolph County with all such information and data requested for this purpose. Randolph County reserves the right to reject any proposal if the evidence submitted by or derived from such investigation of the Contractor and their expertise in this type of construction fails to satisfy Randolph County that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

In addition, Randolph County reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposals and not a request to contract. Randolph County reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of Randolph County.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF PROPOSAL: Randolph County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on “**BEST VALUE.**” “**BEST VALUE**” will allow Randolph County to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. “**BEST VALUE**” will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit.

Award of the contract signifies that, after all factors have been considered, the selected proposal was deemed most advantageous to Randolph County.

Randolph County intends to select one (1) Contractor to provide all construction services needed for this project.

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor and the award for the Construction of the Solid Waste Convenience Site and Recycling Center has been made, the successful Contractor will be notified within ten(10) working days of this award. Randolph County will notify the successful Contractor in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

ASSIGNMENT OF CONTRACT: The Contractor shall not assign this contract without the prior written consent of the County. Also, this contract cannot be entered into or assigned to any Contractor or party that is debarred from doing business with or in the State of North Carolina.

PROJECT MANAGER: Aaron Carter, engineer with the Randolph County Public Works Department, will be the Project Manager for Randolph County on this project. Mr. Carter will be the Contractors contact during this construction project.

DEFAULT: If the Contractor to whom the contract has been awarded fails to deliver goods or services in accordance with the contract terms and conditions, Randolph County Government, after due written notice, may procure these goods or services from other sources or Contractors. The Contractor to whom the contract was awarded shall be held responsible for any and all resulting additional costs. This remedy shall be in addition to any other remedies, which Randolph County Government may have.

CONTRACT: The Contractor to whom this project is awarded shall execute a written contract with Randolph County Government to perform the work as outlined in these specifications and in accordance with all of the conditions as described in this RFP. The contract entered into by the Contractor and Randolph County Government for the Construction of a Solid Waste Convenience Site and Recycling Center in Liberty, NC shall consist of the following:

- Request for Proposals
- Any addendum issued
- Signed Bid Form
- Notice of Award
- Notice to Proceed
- Any approved change orders issued
- The legal contract document drawn up and signed by both the Contractor and Randolph County Government.

.DISPUTE RESOLUTION: Pursuant to N.C.G.S. 143-128 (f1) Randolph County shall follow a system of settlement events to provide a structured opportunity for settlement negotiations to take place. This system is designed to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place.

Any party to a Randolph County Government contract governed by N.C.G.S. 143-128 (f1) and who is a party to a dispute arising out of the construction process in which the amount in controversy is at least \$15,000 may submit a written request to Randolph County Government for mediation of the dispute.

Prior to submission of a written request for mediation to Randolph County Government, the parties requesting mediation shall:

- A. If the party requesting mediation is the Prime Contractor, it must have first submitted its claim to the Project Manager for review. If the dispute is not resolved through the Project Manager's instructions, then the dispute is eligible for mediation through the Formal Dispute Resolution Process, and the party may submit their written request for mediation to Randolph County Government.
- B. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the Prime Contractor with whom the subcontractor has a contract. If the dispute is not resolved through the Prime Contractor's involvement, then the dispute is eligible for mediation in the Formal Dispute Resolution Process, and the subcontractor may submit its written request for mediation to Randolph County Government.

Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

TERMINATION FOR CAUSE: Randolph County reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should Randolph County elect to terminate this contract for cause,

Randolph County will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by Randolph County.

TERMINATION WITHOUT CAUSE: Randolph County and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

SECTION IV – PROPOSAL INFORMATION:

SUBMISSION OF PROPOSALS: Proposals for the CONSTRUCTION of SOLID WASTE CONVENIENCE SITE and RECYCLING CENTER will be received by Randolph County Government until Tuesday, October 21, 2008 at 10:00 A.M. EST. Proposals may be submitted by mail or delivered in person. **NO** faxed proposals will be accepted. The Purchasing Office must receive all proposals at the following location **PRIOR** to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a **sealed envelope**, addressed to:

Randolph County
Attn: Audrey Alexander
725 McDowell Road
Asheboro, NC 27205

Each sealed envelope containing a proposal must be plainly marked with the **“CONTRACTOR’S NAME”, “RFP TITLE”, “RFP NUMBER”, and the “RFP OPENING DATE & TIME”**.

REQUIRED FORMS: All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Proposal Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.

CONDITIONAL or QUALIFIED PROPOSAL: A conditional or qualified proposal will not be accepted.

SECTION V – EMPLOYEE GUIDELINES:

DRUG POLICY: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with Randolph County’s Drug-Free Workplace Policy. The “Drug-Free Workplace Certification form found on pages 35 and 36 of this document must be completed and included in the RFP bid envelope or packet.

AUTHORIZED PERSONNEL: During the construction and landscaping phases, only authorized employees of the Contractor are allowed at the work site located at 504 West Brower Avenue in Liberty, NC while the work is being performed. During the performance of these services, employees of the Contractor are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

SECTION VI – SAFETY:

SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title “Scope of Work”. The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title “Scope of Work”. These safety items are: steel-toed boots, gloves, hearing protection, and eye protection.

STATE and FEDERAL REGULATIONS: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

COUNTY SAFETY DIRECTOR: Randolph County’s Safety Director shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the County Safety Director identify any areas of concern, the Contractor shall, at the Contractor’s expense, address these concerns to the satisfaction of the County’s Safety Director.

Should the Contractor fail to remedy any identified safety concerns, where feasible, the County Safety Director shall have functional authority to halt work until said safety concerns are corrected to the County’s Safety Director’s satisfaction.

Should the Contractor fail to remedy any verifiable safety concerns identified by the County Safety Director, the County, at its’ option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

PUBLIC SAFETY: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

SECTION VII -- SPECIAL CONDITIONS:

PRE-PROPOSAL MEETING AND FACILITY TOUR: A pre-proposal meeting will be held at the job site at 10:00 A.M. EST on Tuesday, October 7, 2008. The job site is located at:

**504 West Brower Street
Liberty, North Carolina**

The purpose of this meeting is to discuss the project and to answer any questions potential Contractors may have. It is also requested that the Contractors tour the facilities referenced in this RFP during this pre-proposal meeting. This pre-proposal meeting is not mandatory, but your attendance is strongly recommended. **No meetings or site inspections to review the Scope of Work for the Construction of the Solid Waste Convenience Site and Recycling Center will be held individually or separately with Randolph County personnel before or after this pre-proposal meeting.**

CONTRACTOR SUPERVISION: The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure the construction of the Solid Waste Convenience Site and Recycling Center is on schedule and being performed as required by the contract. The Contractor and the Contractor's authorized agent must be literate and fluent in the English language, because of the necessity to read blueprints and job instructions, as well as the need for conversing with management personnel.

CONTRACTOR RESPONSIBILITY: The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, as well as the general and local conditions which may affect the work or the cost thereof for the Construction of the Solid Waste Convenience Site and Recycling Center set forth in this RFP. Accuracy of the Contractor's proposal should be based on information provided during the pre-proposal meeting, site visitation and a careful review of the RFP specifications, including any addenda. Contractors shall exercise their own judgment as to the quantity, nature and total amount of all work to be performed. No declaration of misunderstanding or plea of ignorance of conditions that exist or that may later exist, or of conditions or difficulties that may be encountered in the work will be accepted as a justification for failure or omission on the part of the Contractor to fulfill, in every detail, the requirements of this Request for Proposals and the ensuing contract. Nor, shall any assertion of misunderstanding or plea of ignorance of conditions be accepted as a basis for any additional expense to Randolph County or claims whatsoever for extra compensation from Randolph County.

PERMITS: The Contractor to whom the project is awarded will be required to obtain and be responsible for payment of all required permits from either the Town of Liberty or Randolph County.

STATE and FEDERAL LAWS: The Contractor for this project must be knowledgeable in the State and Federal laws as well as the policies, procedures, and regulations of all County and Local authorities having jurisdiction over this work. Strict adherence to all of the applicable State and Federal laws and the policies, procedures and regulations of County and Local governments shall be followed throughout this construction project.

CHANGES, ADDITIONS, DELETIONS: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted by the contractor without prior written approval from the Director of Public Works.

SUB-CONTRACTORS: A list of proposed sub-contractors and the services they will perform must be included in the response to this RFP. The "PROPOSED SUB-CONTRACTOR" form found on page 37 of this document must be completed and included in the RFP bid envelope or packet.

ANTI-DISCRIMINATION: By submitting their Proposal, all Contractors certify to Randolph County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all State and Federal requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to G.S. 143-128.2 Randolph County invites and encourages participation in this Request for Proposals process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In accordance with G.S. 143-128.2 Randolph County has adopted a Minority Business Outreach Plan which establishes goals for minority business participation in construction projects. Randolph County's current goal for minority business participation for public building construction is ten percent (10%).

The intent of this Outreach Plan is that Randolph County, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the established goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in this Outreach Plan shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority business contractors or minority business subcontractors who do not submit the lowest responsive responsible bid or bids.

SECTION VIII -- SCOPE of WORK:

Randolph County has joined in a partnership with the Town of Liberty to construct a new solid waste convenience site and recycling center. This site is located at 504 West Brower Street, Liberty, NC. The property is owned by the Town of Liberty. All construction will be funded by Randolph County. The contact party will be the Randolph County Public Works Department. The site is approximately 1 acre in size. In general terms the site will be paved, with 7 concrete pads for dumpsters and will also include a small office building.

Each Contractor shall fully acquaint themselves with the conditions relating to the scope of work and any restrictions that will affect the work as outlined in this Request for Proposals. Contractors shall thoroughly examine and be familiar with the specifications.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make its own determination as to the work conditions and shall assume all risk and responsibility and shall complete all the work as outlined in this Request for Proposals.

The successful contractor will be required to perform, but not limited to, the following tasks:

1. Clear the site of debris, including (2) large stumps.
2. Remove an existing concrete pad in the center of the site.
3. Grade the site to approximate grades to insure adequate and proper drainage is provided.
4. Form and pour the seven (7) concrete pads as directed by Randolph County.
5. Place and compact 8" (inches) of stone throughout the footprint of the asphalt.
6. Pave the asphalt area with 3 ½" (inches) of base and 1 ½" (inches) of wear surface.
7. Construct a 10'x14' office for the contract security officer on duty to monitor the site. Building must include closed space for single unisex restroom. Building will be plumbed from building to taps at street right of way. Taps will be installed by Town of Liberty. Contractor will be responsible for electricity, telephone, and possible alarm system.
8. Remove 6' chain linked fence along West Brower Ave. Replace the removed fencing with two (2) 20' gates and fence around remaining perimeter of convenience site.
9. Install landscaping as required by Town of Liberty. Also seed and mulch remainder of site.

SECTION IX -- EXCAVATION and GRADING -- SPECIFICATIONS:

The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for, or incidental to, the furnishing, installation and completion of the operations in connection with excavation, construction, rough grading, finish site grading and disposal of excess material as specified in accordance with provisions of the contract documents and completely coordinate with that of all other trades.

Work included within the project consists of but is not limited to the following:

- Removal of (1) existing concrete pad and (2) stumps plus backfilling and compacting the voids created by these removals.
- Grading of site to ensure proper drainage
- Placing and compacting of stone base.
- Paving of Site as directed.

Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, complete, and compatible installation shall be furnished and installed as part of this work.

PART 2 – UNCLASSIFIED EXCAVATION

Remove and dispose of rock excavation, clay, silt, gravel, hardpan, loose shale, and loose stone as directed by the County. All excavation on this project shall be considered as unclassified.

PART 3 – SITE GRADING

It shall be the Contractor's responsibility to maintain existing utility lines (either overhead or underground). For any item unknown or not properly located inadvertently damaged shall be repaired to original condition. Notify the Owner of said utility at once so that emergency repair may be made.

During construction, shape and drain embankment and excavations. Maintain ditches and excavations to provide drainage at all times. Protect graded areas against action of elements prior to acceptance of work. Reestablish elevations and slopes where settlement or washing may have occurred.

PART 4 – CONSTRUCTION of EMBANKMENTS and FILLS

Construct embankments and fills as necessary. Completed fill shall correspond to existing cross section or contours currently in place.

Provide only fill material that is free from roots, organic matter, trash, frozen material, and stones having a maximum dimension greater than six (6) inches. Insure that stones larger than four (4) inches, maximum dimensions, are not placed in upper six (6) inches of fill or embankment. Do not place materials in layers greater than eight (8) inches of loose thickness. Place layers in horizontally and compact each layer prior to placing additional fill.

Compact by sheepsfoot rollers, pneumatic rollers, vibrators or other equipment approved by the County. Add moisture to or dry by aeration each layer as necessary to meet requirements of compaction. Do not place materials in embankments or fills that exceed optimum moisture content by 5 percent or is 3 percent below optimum moisture content for the material.

Under roadways and parking areas, compact to density not less than 95 percent maximum dry density as measure by AASHTO Method T99.

Under Proposed building and structure sites, compact to a density not less than 95 percent maximum dry density as measured by ASSHTO T99.

Other embankments and fills not listed, compact to not less than 90 percent of maximum dry density as measure by ASSHTO Method T99. (ASTM D698)

In place moisture-density tests may be required to insure that all work complies with this specification. Test will be taken at locations determined by the County. Compaction will be tested by the standard cone method, nuclear density test, or drive shoe method as required or approved by the County. Tests shall be performed through recognized testing laboratory or by the County and all costs to be paid by the Owner. Copies of test results will be furnished to Contractor and the County. Materials not meeting specified moisture-density test requirements shall be recompacted and retested at Contractor's expense.

PART 5 – TOPSOILING

Reuse existing topsoil to extent available. Provide and pay for additional topsoil to provide a minimum of six (6) inches of topsoil adjacent to structures. Hold graded surfaces down a distance sufficient to accept topsoil blanket and to achieve established grade where additional soil is required.

Spread topsoil to a uniform compacted, raked, smooth surface for proposed lawn areas. Compact firmly. Grade and reroll surface free of humps, ruts, or depressions until a smooth satisfactory grade is obtained.

The above requirements shall be strictly adhered to as required by the Owners through the Randolph County Public Works Department. The Contractor shall include his costs for all required seeding and mulch in the unit price of asphalt. There will be no separate payment for seeding and mulch.

SECTION X -- ASPHALT PAVING -- SPECIFICATIONS:

PART 1 - GENERAL

SUMMARY

- A. This section includes the following:
 - 1. Hot-mix asphalt paving
 - 2. Pavement-marking paint

SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the N.C. Department of Transportation standard specifications.
 - 1. Standard Specification: North Carolina Department of Transportation "Standard Specifications for Road and Structure", latest edition.

SUBMITTALS

- A. Job-Mix Designs: Certifications, by authorities having jurisdiction, of approval of each job mix proposed for the work.
- B. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
 - 1. Firm shall be a registered and approved paving mix manufacturer with the NCDOT.

DELIVERY, STORAGE and HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture and directions for storage.
- B. Store pavement-marking materials in a clean, dry protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
 - 1. Prime Coat: Minimum surface temperature of 60 deg F (15.5 deg C).

- 2. Asphalt Base Course: Minimum surface temperature of 35 deg F and rising at time of placement.
- 3. Asphalt Surface Course: Minimum surface temperature of 40 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4 deg C) for oil-based materials, 50 deg F (10 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

PART 2 – PRODUCTS

AGGREGATES

- A. Shall comply with NCDOT Standard Specifications Division 10 requirements for Aggregate Base Course (ABC).

ASPHALT MATERIALS

- A. Shall comply with the requirements of NCDOT Standard Specifications.
- B. Water: Potable.

AUXILIARY MATERIALS – (If required)

- A. Pavement-Marking Paint: Latex, water-base emulsion, ready-mixed, complying with FS TT-P-1952.
 - 1. Color: Yellow.

MIXES

- A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by NCDOT; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: Type HB per NCDOT Standard Specification, thickness as indicated.
 - 3. Surface Course: Type I-2 per NCDOT Standard Specification, thickness as indicated.
- B. Provide base course over the stone base as soon as practicable.

PART 3 – EXECUTION

EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Notify County in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
 - 2. Repair any damaged areas of base course (HB asphalt) and/or stone base prior to installation of surface course (I-2).
- C. Prime Coat: Apply uniformly over surface of compacted-aggregate base at a rate of 0.15 to 0.50 gal./sq.yd. (0.7 to 2.3 L/sq.m.). Apply enough material to penetrate and seal, but not flood, surface.
 - 1. Protect primed substrate from damage until ready to receive paving.

HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
 - 1. Place hot-mix asphalt base course in single lift.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at minimum temperature of 250 deg F (121 deg C).
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide, except where infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

JOINTS

- A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus ½ inch (13 mm).
 - 2. Surface Course: Plus ¼ inch (6 mm), no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: ¼ inch (6 mm).
 - 2. Surface Course: ¼ inch (6 mm).

PAVEMENT MARKING

- A. Allow paving to cure for 7 days before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer’s recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).

FIELD QUALITY CONTROL

- A. Testing Agency: Owner reserves the right to engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

- B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be test for compliance with smoothness tolerances.
- E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D 979.
 - 1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
 - 2. Reference maximum theoretical density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 3. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case will fewer than 3 cores be taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements at no additional cost to Owner.

SECTION XI -- EROSION CONTROL, SEEDING, and MULCH -- SPECIFICATIONS:

PART 1 – GENERAL

The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and installation complete of all Erosion Control, Seeding and Mulch construction as specified, in accordance with provisions of the contract documents and completely coordinated with that of all other trades.

Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete installation shall be furnished and installed as part of this work.

PART 2 – QUALITY STANDARDS

The contractor shall utilize the best materials available and shall complete all work in accordance with Department of Transportation, Sedimentation and Pollution Control Act and these specifications.

PART 3 – SUBMITTALS

The Contractor shall submit data on the suppliers of all materials to be used in this project, germination results, seed content, etc.

PART 4 – PRODUCT DELIVERY, STORAGE and HANDLING

Units shall be delivered and stored in a manner to provide full protection to all materials until ready to use.

PART 5 – JOB CONDITIONS

Verify suitability and condition of all areas to receive seeding and mulch.

PART 6 – EROSION CONTROL – GENERAL

Contractor shall take all precautions to avoid excessive siltation of nearby watercourses during the construction of this project. The erosion control used shall comply with the rules and regulations set forth in the latest edition of the North Carolina Administrative Code, Title 15, Chapter 4, "Sedimentation Control". Temporary measures will be required as necessary. Temporary measures shall remain in place until further possibility of stream siltation has passed at which time all temporary measures will be removed by the Contractor. Additional permanent measures will not be required.

PART 7 – METHODS and MEASURES

The following list of methods and measures for sediment controls should be considered and implemented by the Contractor:

1. Plan buffer zone erosion control measures in advance.
2. Install preliminary controls in advance of asphalt removal.
3. Prohibit pumping of ditches directly into any stream or lake. Provide settling basins.
4. Require excavated materials to be piled uphill from ditch – NOT on streamside of ditch.
5. Protect backfill material against accelerated erosion.
6. Tamp, seed and mulch within 30 days after disruption or final installation of materials.
7. Maintain buffer zone protection until area is stabilized.

PART 8 – SEEDING and MULCH – GENERAL

All unpaved areas disturbed by cause of construction under this project shall be seeded, fertilized and mulched under this contract. Preparation of seedbed and application of fertilizer, seed and mulch shall be performed in accordance with N.C. Department of Environment, Health & Natural Resource requirements.

The above requirements shall be strictly adhered to as required by the Owners through the Randolph County Public Works Department. The Contractor shall include his charge for all required grassing in the unit price. There will be no separate payment for seeding and mulch.

SECTION XII -- SPECIALS -- SPECIFICATIONS:

PART 1 - FENCING

The site will require the property to be fenced in. Currently there is an existing fence along the Eastern property line, which is in adequate condition and will not require any work be done to it. The remaining three property lines (North, West, and South) will require new fencing. The fence is to be a 6'0" high chain linked fence plus an additional 1'0" of 3 strand barbed wire along the top of the fence for a total height of 7'0", consisting of 9 gauge chain link fabric, 2" o.d. line posts spaced a maximum of 10'0" o.c., 1 5/8" o.d. Top rail, 7 gauge coil spring wire at bottom. Chain link fenced to be secured to top rail with 9 gauge ties, and secured to line post with 6 gauge ties. Corner post are to be 3" o.d. and gate post 4" o.d. – all frame work post are to be Schedule 40 grade. There will also be 2 – 20' cantilevered, sliding gates placed at both driveway accesses. Gates will be manually operated and having same height and specs as fencing.

PART 2 – AUTOMOTIVE RECYCLE AREA

The Contractor will excavate a 12" wide and 8" deep footing in a rectangle shape 17' long and 14' wide. Then place 6" of concrete for the footing. The contractor will lay standard cinder block, 2 rows high, along the parameter of footing, and fill block with concrete. The contractor will pour a 4" concrete slab inside enclosed parameter area of block retaining wall. The contractor is to bid this as a lump sum item. (Reference Drawings on Pages 38 and 39)

PART 3 – CONCRETE PADS

The contractor will be required to form and pour 7 concrete pads. The pads will be the following dimensions based on the type of pad needed:

- 5 – pads for dumpsters: 27'x10'x1'
- 1 – pad for compactor dumpster: 36'x10'x1'
- 1 – pad for dumpster exchange area: 30'x20'x1'

The Contractor will place these pads as directed in the field by Department of Public Works and coordinated with the Town of Liberty, and the dumpster haulers – Allied Waste Inc. The pads will vary in size but shall be 12inches in thickness. The contractor will be paid by the cubic yardage of concrete used. The Contractor shall include all pouring, forming, and finishing in this unit price.

PART 4 - UTILITIES

The Contractor will be required to install water, sanitary sewer, electrical power, and telephone from the right-of-way on W. Brower Ave. underground to the site of the guard house. Utilities should include night light attached to building. The county may require an option alarm system and the cost of this will be deemed an extra expense.

PART 5 – GUARD HOUSE

The guard house shall be a “stick built” wood frame structure with a wooden floor. This building will be 16’ x 12’ with all vinyl siding and a metal roof. The building should have a 3’x7’ standard metal door with 9 panel glass window. The building shall have 3 windows – 2 horizontal sliding windows @ 29”x34” and the other should be standard size window. All windows will be vinyl and lockable. The building should have gutters, downspouts and splash pads. The building should be insulated and paneled with wood grain panel, and the ceiling should be plywood. The building should include a handicap accessible bathroom (6’x7’) with toilet, sink, water heater and all required fixtures. The building should be heated and cooled with a combination heating/air unit. The County currently utilizes an Amana unit model PTH093B35AM. The new unit should be greater than or equal to this size and style of air unit. The building should include a wooden work bench as detailed in the drawings. All heights of windows and bench will be coordinated with the Department of Public Works. The building should include overhead lighting in the office area and bathroom as well as required receptacles along the walls and standard panel box. The County will accept an offsite built building as long as it meets or exceeds all of the above requirements. If the building is elevated above flush grade a required handicap ramp must be included for access. This guard house must be bid as a Lump Sum Price.

5. **15” RCP – Driveway tiles, installed and in place.**

Estimated Quantity: 60’ (linear feet)

Price Per Linear Foot \$ _____ \$ _____

6. **16’x12’ Office Building -- On Site**

With amenities as spelled out in Specifications.

Lump Sum Amount \$ _____

7. **Provide All Utilities** (water, sewer, electrical, and telephone) to building.

Lump Sum Amount \$ _____

8. **6’ Chain link fence around perimeter**

as detailed in specs.

Price Per Linear Foot \$ _____ \$ _____

9. **Two (2) 20’ Gates for entrance and exit.**

Price for Each \$ _____ \$ _____

10. **Provide Required Erosion Control for Site.**

Lump Sum Amount \$ _____

11. **Provide for Required Landscaping by Town of Liberty.** Include Seed & Mulch of balance of area.

Lump Sum Amount \$ _____

TOTAL CONTRACT \$ _____

Days to Complete after Notice to Proceed is Issued: _____

SECTION XIV – EXECUTION of PROPOSAL

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Contractor has attended the pre-proposal meeting and site visit and is aware of prevailing conditions associated with performing these services.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 30 days from the date of the opening.

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

BY: _____

Signature

Typed or printed name

Title

Date

License Number

Date

Attest

Seal (if proposal is from a corporation)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act of 1988. The regulations require certification by the Contractor prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids for proposals for projects for Randolph County Government.

For purposes of this Certification, a Drug-free Workplace is defined as set forth in the Drug Free Workplace Act of 1988. This Act defines workplace to include any site where work is performed to carry out the Contractor's duties under this contract. Contractor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act of 1988.

By signing this document, the Contractor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement, and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of the conviction;

- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

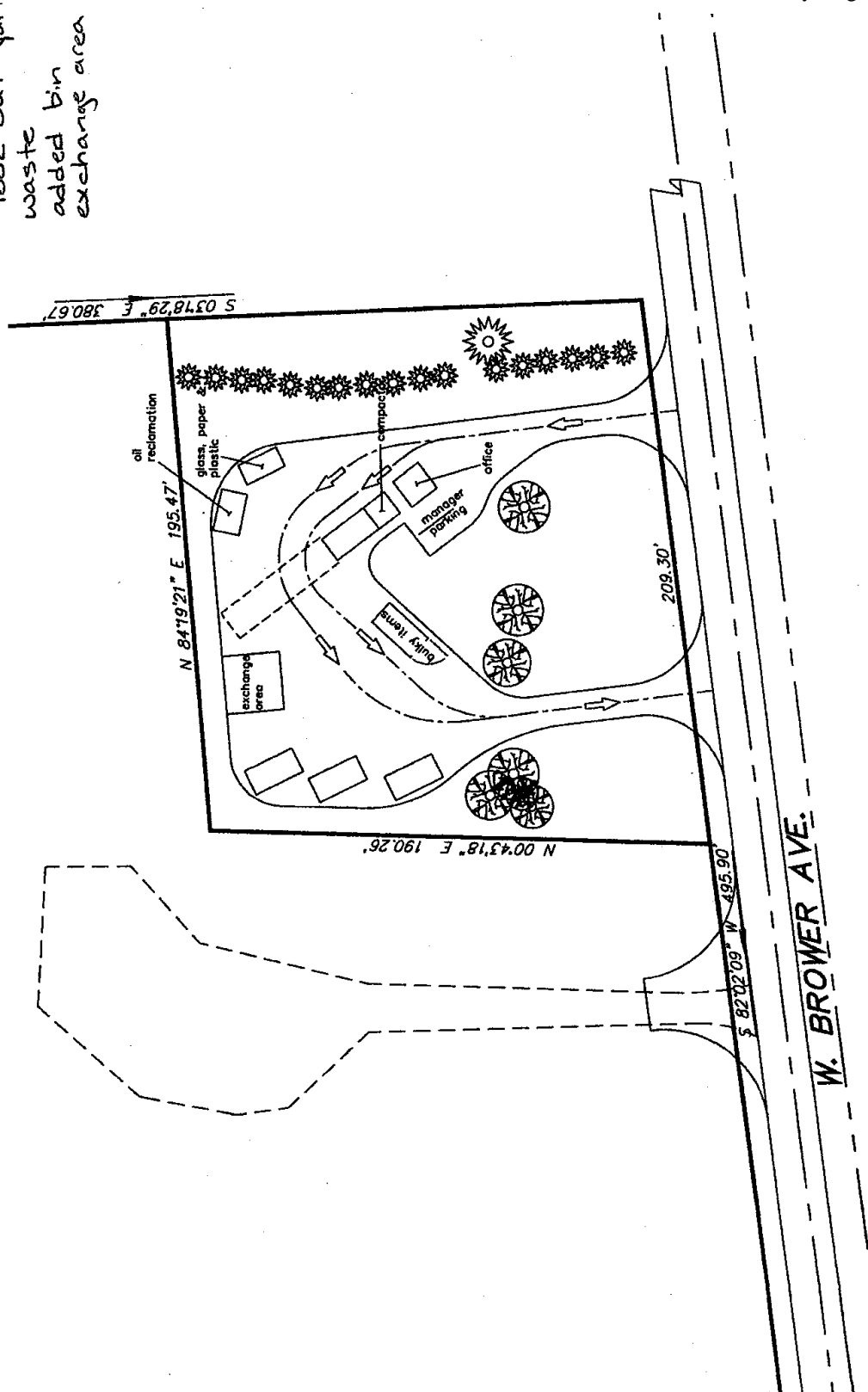
RANDOLPH COUNTY GOVERNMENT
RFP #08-0901
Construction of Solid Waste Convenience Site
and Recycling Center

CONTRACTOR/VENDOR:
 (Print Name and Address of Business)

 Signature of Authorized Agent

 Date

(B)
 Rev. 5-2-08
 took out yar.
 waste
 added bin
 exchange area



8-20-08

AJC

ANTIFREEZE, BATTERY, & OIL STORAGE
CONCRETE DETAIL

