9/12/18

County of Ashe North Carolina 150 Government Circle Suite 2400 Jefferson, NC 28640 Phone (336) 846-5521 Fax (336) 846-5523

#### RE: Request For Proposal on Disaster Debris Removal

This document extends to your firm an invitation to submit a bid to supply the County with the service indicated above. Bids for the above will be received at the office of the County Manager at or before 1 p.m. September 19, 2018 at which time they will be publicly opened. Bids must be typed or printed in ink. Bids should be returned in a sealed envelope clearly marked as "DEBRIS REMOVAL BID" and addressed to: County of Ashe, PO 150 Government Circle Suite 2400, Jefferson, NC 28640; or hand delivered to 150 Government Circle Suite 2400, Jefferson, NC.

The Contract will be awarded to the lowest responsible bidder taking into account qualifications of the bidder and the time specified by the bidder for completion of the contract. All bidders must be properly licensed, must be normally engaged in similar work, and must furnish to the County, upon request, other evidence that they are a responsible bidder. The County of Ashe reserves the right to reject any or all bids or to award the bid, which in its opinion, is in the best interest of the County.

## 1.0 <u>GENERAL CONDITIONS</u>

- 1.1 The purpose of this solicitation is to obtain services for disaster debris removal, primarily on public property and right-of-ways and in some instances, private property when the debris presents a public health or safety issue or threatens the economic recovery of the community. This debris may include, but is not limited to, the following
  - a. Trees, sand and gravel
  - b. Building wreckage
  - c. vehicles
  - d. personal property
- 1.2 The Contractor shall furnish all supervision, labor, materials, and equipment required to provide asbestos abatement, demolish the structure, clear the lot, and remove all materials and debris. The work includes, but is not limited to, the destruction and removal of all structures, fences, concrete or masonry structures, foundations, to include subfoundation, walks, walls, outbuildings, asphalt, underground storage tanks, slabs, abandoned furniture and fixtures, and dead or damaged vegetation. The lot shall be left in a cleared and smooth condition with no places or pockets to catch water. Any fill material used on the property shall be approved by the County. The

Contractor shall secure and continue to keep secure from unauthorized entry all structures in the contract. The Contractor shall notify the County 24 hours immediately prior to beginning demolition work on the building and shall inspect the building to ensure that there are no persons in the building at the time of demolition.

- 1.3 The Contractor will be required to furnish or borrow all materials necessary for this project.
- 1.4 The Contractor will be required to conduct his hauling operations in such a manner as not to interfere with the normal flow of traffic. The Contractor shall provide any necessary barricade and warning signs.
- 1.5 The Contractor shall employ whatever measures are necessary to control dust during this project. This may be accomplished by the use of water or other dust control materials as approved by the County.
- 1.6 The Contractor will be required to comply with all federal, state and local laws and ordinances while performing work on this project; and shall protect and indemnify the County and its representatives against any claim or liability arising from or based on the violation of any law, ordinances, regulation, order, or decree, whether by himself, or his employees. All building permits and fees shall be secured and paid by the Contractor.
- 1.7 The Contractor will be required to restore, at his own expense, all private and public property damaged during the performance of this project to condition existing prior to start of operations. Any adjacent construction or surfaces soiled or damaged by demolition work shall be repaired.
- 1.8 When possible, areas on-site will be set aside for an optional on-site landfill of inert debris. The Contractor is responsible for obtaining all applicable permits and complying with all federal, state and local laws and ordinances governing on-site landfills, particularly G.S. 130A-301.2. The Contractor is responsible for properly closing the on-site inert debris landfill.
- 1.9 Landfill tipping fees for those building materials that cannot be disposed of on-site must be paid. Landfill tickets must be turned into the County to verify proper disposal and for cost accounting purposes.

# 2.0 DETAILED SPECIFICATIONS

2.1 All vendors should read the entire bid document thoroughly to gain a clear understanding of all requirements under this request. When making a bid,

vendors should include all costs of disposal, insurance, fees, bonds and all other expenses related to this project.

- 2.2 Debris removal <u>shall not</u> commence until the following conditions have been determined:
  - a. All applicable permits have been secured by the vendor
  - b. A "Notice to Proceed" has been issued by the County of Ashe.
  - c. Proofs of all insurance coverages have been delivered to the County.
  - d. All required bonds have been delivered to the County.
  - e. A contract document has been executed between the successful vendor and the County.

## 2.3 CONTRACT BONDS

If this contract exceeds \$100,000.00, the successful Contractor shall post a performance and labor and material payment bond in the amount of 100% of the total contract sum. Bonds must be secured and posted with the County within 10 days of notice of award. All such bonds shall be issued by a surety acceptable to the County and the County shall be named as the beneficiary. Cash bonds will not be accepted.

#### 2.4 <u>NOTICE TO PROCEED</u>

A Notice to Proceed will be issued to the Contractor upon receipt of all required documentation. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation shall not inure to the benefit of the Contractor.

#### 2.5 <u>LIQUIDATED DAMAGES</u>

Liquidated damages will be assessed at the rate of five hundred (\$500.00) dollars per calendar day for failure to complete the project within the contracted period.

#### 2.6 <u>ADDENDUM</u>

Any changes to this Request For Proposal will be issued in writing and shall become a part of the bid.

#### 2.7 INSURANCE REQUIREMENTS

The successful Contractor shall purchase and maintain insurance in the amounts and coverages listed below. The successful Contractor shall at the time of execution of the contract provide proof of coverages and naming the County as additional insured where applicable. All certificates supplied shall contain a cancellation clause that in the event of a material change or cancellation thirty (30) days prior written notice shall be given to the County.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Ashe and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, losses or expenses (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor or subcontractor or anyone directly or indirectly employed by either of them or anyone for whose acts either of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified below:

Workmen's Compensation and Employer's Liability: Statutory including Employer's liability of \$100,000;

Public Liability – Comprehensive General Liability: \$1,000,000 each occurrence;

Contractor's Protective Public Liability: \$1,000,000 each occurrence;

Contractor's Protective Property Damage: \$1,000,000 each occurrence;

Completed Operations	Ea. Occurrence	Ea. Person	Aggregate
Public Liability for 2 years after project completion	\$1,000,000	-	\$1,000,000
Property Damage for 2 years after project completion	\$1,000,000	-	\$1,000,000

Explosion, collapse Underground property dama	\$1,000,000 ge	-	\$1,000,000
Contractual Public Liability	\$1,000,000	\$1,000,000	
Contractual Property	\$1,000,000		
Automobile Public liability covering all automot equipment whether owned of hired by the Contractor	\$1,000,000		

2.8 SCOPE OF WORK

Work includes, but is not limited to debris removal and disposal of all trees, sand, gravel, structures, walls, outbuildings, personal belongings, furniture and fixtures, and dead or damaged vegetation. The areas shall be left in a cleared and smooth condition with no places or pockets to catch water.

- 2.9 The Contractor shall make all necessary arrangements with utility companies for the disconnecting of service and the removal of and recovery by them of all meters or other equipment owned by them. The Contractor shall also arrange for and actually effect the disconnecting and closing of water and sewer connections to buildings, including but not limited to any work that must be done in addition to that normally done by the utility provider, in conformity with all applicable codes and regulations of local or other regulatory authority. All costs incurred in connection with the above work shall be paid for by the contractor.
- 2.10 The Contractor shall seed, fertilize, and mulch all disturbed areas as necessary to establish a vigorous, healthy and uniform stand of grass.

#### 3.0 ALTERNATE BID Number 1

- 3.1 Contractor shall perform all work previously specified in this document.
- 3.2 In addition to work specified in main bid document,
- 3.3 Contractor shall meet all requirements previously specified in this document.
- 3.4 The Contractor shall seed, fertilize, and mulch all disturbed areas as necessary to establish a vigorous, healthy and uniform stand of grass.
- 4.0 Alternate Bid Number 2

4.1 Contractor shall perform all work previously specified in this document.

#### **CONTRACTOR'S PROPOSAL**

#### **DISASTER DEBRIS REMOVAL**

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract, to be entered into: that this proposal is made without connection with any other person. company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has examined the site of the work, informed himself fully about all conditions about where the work is to be done, that he has examined the specifications for the work and contractual documents relative thereto, and that he has satisfied himself about the work to be performed.

The bidder agrees that if this bid is accepted, to contract with the County of Ashe in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation and labor necessary to complete the contract in full and in complete accordance with the specifications, and contract documents, to the full and entire satisfaction of the owner, at the prices and amounts shown.

The bidder further declares and agrees hereby to commence work within days from award of contract and to fully complete contract work within \_\_\_\_\_ days from award of contract for the amount and at the unit prices shown below. For completion of the project as described in the proposal:

BID AMOUNT: \$\_\_\_\_\_ (\_\_\_\_\_\_)
STATE AMOUNT IN WORDS

OPTIONAL TURNKEY BID: Includes base bid specifications and asbestos assessment, abatement and removal for facilities in base bid.

BID AMOUNT \$\_\_\_\_\_(\_\_\_\_\_ STATE AMOUNT IN WORDS

ALTERNATE BID #1: Includes base bid specifications and demolition of Secondary classroom structure as described in the bid document as ALTERNATE BID #1.

BID AMOUNT \$\_\_\_\_\_(\_\_\_\_)
STATE AMOUNT IN WORDS

OPTIONAL ALTERNATE TURNKEY BID #1: Includes base bid specifications, alternate bid 1 specifications and asbestos assessment, abatement and removal for facilities in base bid and alternate bid 1.

BID AMOUNT \$\_\_\_\_\_(\_\_\_\_)

#### STATE AMOUNT IN WORDS

ALTERNATE BID #2: Includes base bid specifications and demolition of ballfield structures structure as described in the bid document as ALTERNATE BID #2.

BID AMOUNT \$\_\_\_\_\_\_\_(\_\_\_\_\_\_)
STATE AMOUNT IN WORDS

ALTERNATE BID #3: Includes base bid specifications and demolition of secondary classroom structure and ballfield structures as described in the bid document as ALTERNATE BID #3.

BID AMOUNT \$\_\_\_\_\_)

STATE AMOUNT IN WORDS

OPTIONAL ALTERNATE TURNKEY BID #3: Includes base bid specifications, alternate bid 3 specifications and asbestos assessment, abatement and removal for facilities in base bid and alternate bid 3.

<b>BID AMOUNT</b>	\$ ()
	STATE AMOUNT IN WORDS

Bidders should have no contact with elected or appointed officials during the bidding process. Any such contact will subject the bidder to immediate disqualification.

CONTRACTOR	BY
DATE	ADDRESS
(SEAL)	
BY	PHONE