



REQUEST FOR PROPOSALS (RFP)

Bid Title:

Demolition Services

512 Edgewood Street, Kernersville, NC 27284

Parcel ID 6886-31-9352; Map # 678858

Date of Issue: February 8, 2021

Bids Due: ~~March 2, 2021~~

EXTENDED

Bids Due: March 12, 2021

Time: 5:00 pm

Town of Kernersville

Community Development Department

Mike Horney, Development Services Manager

Post Office Box 728

Kernersville, NC 27285

Phone: (336) 996-7166

Email: mhorney@toknc.com

DEMOLITION SERVICES
TOWN OF KERNERSVILLE, NORTH CAROLINA

Contract Documents

Invitation to Bid3
Instruction for Bidders4
Scope of Services8
Supplemental General Conditions10
Bid Form14
Exceptions to the Bid16

REQUEST FOR PROPOSALS (RFP)

EXTENDED
Bids Due: March 12, 2021

The Town of Kernersville is soliciting bids for **Demolition Services** in the Town of Kernersville Community Development Department, 134 East Mountain Street, Kernersville, NC 27284 until **5:00 PM, ~~March 2, 2021~~**. No bid will be accepted after the official time and date. Copies of the specifications and bid forms may be obtained by contacting the Development Services Manager Mike Horney by phone (336) 992-0706 during regular business hours, by email at mhorney@toknc.com, or by visiting the website at www.toknc.com. The Town encourages participation by small, minority, disabled, and woman-owned businesses. The Town of Kernersville reserves the right to reject any and/or all bids.

Contractors interested in a site assessment prior to bid may contact Mike Horney at (336) 992-0706 to set up a time to visit the location.

INSTRUCTION FOR BIDDERS

BID REQUIREMENTS

Bidders are required to verify compliance with the following requested items and include with the bid those items as requested or be prepared to furnish at a later date as specified. Failure to comply may result in automatic disqualification.

1. X Return bid on Town of Kernersville Bid Form.
2. Bid Bond: The Bid Bond must be included in the bid package at the time of opening.
3. Payment Bond upon notification of award.
4. Performance Bond upon notification of award.
5. References.
6. X Signature on bid by authorized personnel.
7. X Exception to the Bid Form.
8. Minority business forms.
9. Specification compliance form.

ADDITIONAL INFORMATION

Revised: Questions should be submitted no later than March 5, 2021 by 5:00 PM. Please submit questions per the guidance below.

Questions concerning bid documents should be directed to the Development Services Manager, Mike Horney, no later than ~~February 26, 2021~~ by 5:00 PM. It is preferred that all questions be submitted in writing and emailed to: mhorney@toknc.com.

ADDENDA

Any changes to the bid documents or information requiring clarification will be issued in the form of a written addendum and furnished to all known bidders. Verbal information will not be considered binding. Once issued, an addendum becomes a part of the bid documents.

It is the responsibility of each bidder to ensure that they have received all addenda prior to submitting a bid.

SUBMISSION

Proposals shall be mailed, hand delivered, and/or emailed to the location shown below. The envelope and/or email subject line shall bear the name **Demolition Services Request for Proposal (RFP)**. It is the sole responsibility of the Bidder to ensure that its Proposal reaches the **Community Development Department** by the designated date and hour indicated above. This is NOT a public bid opening. *Proposals submitted after this deadline will not be considered.*

The Town reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the equipment or services for intended purposes as deemed to be in the best interest of the Town.

| USPS DELIVERY | FedEx or UPS DELIVERY | HAND DELIVERY | EMAIL DELIVERY |
|--|--|--|--|
| Town of Kernersville, Community Development Department PO Box 728 Kernersville, NC 27285 Attn: Mike Horney Development Services Manager | Town of Kernersville, Community Development Department PO Box 728 Kernersville, NC 27285 Attn: Mike Horney Development Services Manager | Town of Kernersville, Community Development Department 134 East Mountain Street Kernersville, NC 27284 Attn: Mike Horney Development Services Manager | Mike Horney Development Services Manager mhorney@toknc.com |

REFERENCES

As indicated under the bid requirements, bidders shall provide a minimum of three (3) references for which this type of service was provided. No bidder will use the Town of Kernersville as a reference.

BID EVALUATION

In determining lowest responsible, responsive bidder, in addition to price, the Town will consider:

- a. The ability, capacity, and skill of the bidder to perform the services required under the contract;
- b. Whether the bidder can provide the services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of service and level of performance of a bidder under previous contracts, if any;
- e. Previous and existing compliance by the bidder with laws and ordinances relating to the service;

AWARD OF CONTRACT

The successful bidder will be notified in writing within thirty (30) days after the receipt of bids, unless otherwise noted. The award will be made to the lowest responsive and responsible bidder. The Town of Kernersville will notify the successful bidder in writing, either by a Notice to Proceed, or a Purchase Order, or both after all prerequisites have been met by the bidder and the award has been made. Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the Town of Kernersville, the successful bidder will perform the services as specified at the stated prices, within the time specified, in accordance with all provisions of the bid documents.

MINORITY BUSINESS ENTERPRISE

It is the Town of Kernersville’s policy to take a good faith effort to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the Town with goods and services at competitive prices.

WITHDRAWAL OF BIDS

A bidder may withdraw a bid only by a written request received by the Purchasing and Budget Administrator prior to the time set for bid opening. Bids may be withdrawn after the time set for bid opening only in accordance with N.C.G.S. 143-129.1.

BIDDER RESPONSIBILITY

The bidder is responsible for verifying any and/all information provided and familiarization with the Work required prior to bidding. The bidder is expected to have become familiar with, and take into consideration, site conditions, which may affect the award at each of the sites. A plea of ignorance of the conditions that exist, or may hereafter exist, on the sites of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or

omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

PERMITS AND ORDINANCES

In all operations connected with the work herein specified, all federal, state, county, and local ordinances and laws controlling or limited in any way, the action of those engaged in the Work must be respected and strictly complied with. The Contractor is responsible and must obtain all permits, including local permits, and pay fees as required.

EQUAL OPPURTUNITY

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, is incorporated herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and of the hiring of individuals with physical and mental handicaps are incorporated herein by this specific reference.

The Contractor further agrees that:

- a. in the hiring of employees for the performance of work under this contract, the contractor shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under the contract or Purchase Order, by reason of race, color, religion, sex, age, handicap, national origin or ancestry;
- b. the Contractor or any person acting on its behalf, shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry, and
- c. the Contractor shall include this language in all subcontracts entered into for the performance of the contract/purchase order.

SAFETY AND HEALTH DEVICES

All equipment shall meet the requirements of the federal government and the State of North Carolina. Equipment shall also conform to applicable standards of all national regulations (see also Supplemental General Conditions).

CANCELLATION

The Town of Kernersville reserves the right to cancel all or any part of the contract if the contractor fails to meet delivery or performance dates.

INDEMNIFICATION

The paragraphs covering insurance in the Supplemental General Conditions contained herein, are simply to indicate to the Contractor the minimum amounts which the Town requires him to carry. The amount of insurance carried by the Contractor in excess of the minimum amounts shall be at his discretion, but the Contractor shall keep in mind that he will be required to protect the Town and leave the Town harmless in any action which may arise as a result of, or in connection with, the work under this contract. The Contractor shall indemnify and hold harmless the Town of Kernersville, its agents and employees, from and against any and all liability claims, demands and judgments for damages arising out of or from any injuries to, death of persons, or damage to property of whatsoever kind of nature occasioned joint, several or concurring negligence of the Contractor, subcontractor, their employees and agents. Such indemnification shall include all claims based upon contract, tort (including any alleged active or passive negligence or participation in the wrong) or upon any alleged breach of any duty or obligation on the part of the Town, its agents, employees, servants, or otherwise. The provisions of this section include any claim based on alleged damage to the business of any claimant and shall include all losses, damages, injuries, costs and expenses incurred by the Town of Kernersville, its agents, servants, and employees in connection with investigating any claim or defending any action, including any reasonable attorney's fees by reason(s) of servants or employees. The Contractor shall have all of his insurance carriers certify by endorsement that they will also protect the Town and leave the Town harmless in any action which may arise as a result of work under this contract by means of Contractual Liability insuring this Hold Harmless Clause to the full extent of coverage.

PAYMENT

It is the desire of the Town of Kernersville to pay promptly. It is the vendor’s responsibility to submit invoices directly to Accounts Payable, Town of Kernersville, P.O. Box 728, Kernersville, NC 27285, or invoices@toknc.com, respectively. Invoices emailed to the Town must be emailed in PDF format. At a minimum, invoices shall include: (1) name, address, and telephone number of the Contractor and similar information in the event payment is made to a different address, (2) the purchase order number, (3) accurate description and date of services rendered, (4) applicable unit prices, total prices, and total invoice amount, and (5) any additional payment information called for by the contract.

Invoices exceeding the limits established by this contract/purchase order or for materials or services not qualifying under its specifications as ordered are not subject to payment.

Partial payment may be authorized and made upon properly executed invoices of delivered goods, or services rendered unless otherwise stated in the bid. Final payment will be made when materials, supplies, equipment or services rendered have been fully delivered or executed and accepted.

Vendor must provide tax information to include vendor’s full business name, address, “remit to” address, federal tax identification number or social security number if vendor does not have a federal ID number. When setting up a new account, vendors shall provide to the Finance Department a fully completed Vendor Registration Form so that the Finance Department can properly code IRS related information for that vendor.

The Contractor shall submit a summary of all state and federal sales taxes paid, if applicable, on materials with each application for payment.

TAXES

The Town of Kernersville will be reimbursed by the State of North Carolina for payment of taxes by Contractor’s on materials. It is the Contractor’s responsibility to provide the Town with a summary of sales tax paid for materials during the course of the project. A Sales Tax Affidavit and the Contractor’s Sales and Use Tax Report forms will be provided upon request.

EXECUTION

In compliance with this Request for Proposals, and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish and deliver the goods and services described in accordance with the attached signed proposal. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Name of Authorized Person: _____

Company Name: _____

Address: _____

Phone: _____

By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid. Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days.

Signature: _____

Date: _____

SCOPE OF SERVICES

PART 1: GENERAL

The Contractor shall obtain and provide all permits, labor, expertise, equipment, machines and tools necessary to perform the demolition services at the work site identified on the Bid Form.

The work site will be identified by the street address of the primary structure located at the site and the site will be additionally identified by the Tax Identification Number of the property.

The Contractor shall verify the utility services have been disconnected prior to accomplishing the physical disconnections and any capping or terminations necessary to proceed with demolition.

The property was inspected to determine the possible presence of asbestos, and other toxic and/or hazardous substance.

The pricing submitted for the subject work shall be all inclusive.

PART 2: MOBILIZATION

The Contractor shall be capable of mobilizing their equipment and crews within seven (7) calendar days of the receipt of Notice to Proceed. The Contractor shall work expeditiously to obtain permits and proceed with the work, if required.

PART 3: SCOPE OF WORK

The scope of work includes, but is not limited to: asbestos abatement, demolition of the structure and any outbuildings located on the property and removal and disposal of concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc. The finished surface shall be reasonably smooth compacted and free from irregular surface changes.

Demolition will include the cost of "final disposal" of debris in a manner that complies with all local, state and federal guidelines, and codes. Concrete pads, slabs or driveways will be removed and disposed of properly.

In addition to the general requirements, the following conditions shall also be required:

- a. The Contractor is responsible for demolishing the specific structures and removing the resulting debris, as well as any associated outbuildings on the property. Remove structural framing members and lower to ground by utilizing a method suitable to avoid free fall and to prevent ground impact or dust generation. Where work is adjacent to street, the Contractor shall conduct the Work in a manner that will avoid the accumulation of debris from its operations on the traffic areas of the adjacent streets or roadways. Contractor shall continuously remove such accumulations and where necessary broom or wet down traffic areas to prevent dust.
- b. All demolition debris shall become the property of the Contractor. It shall be the Contractor's responsibility to remove and dispose of, from the site, all materials in accordance with federal, state and local guidelines, ordinances and codes.
- c. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation regulations. Special attention should be paid to the North Carolina Tarp Law. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction.
- d. The Contractor shall remove all HVAC units following EPA guidelines for the proper disposal of refrigerants.
- e. Completely remove below-grade construction, including foundation walls, footings, driveways, and walkways. Below-grade areas and voids resulting from demolition of the structure shall be filled with

selected back-fill and graded to grade level. Seed and straw all back-fill areas utilizing a mixture of fescue and winter rye grass seed.

- f. The Contractor shall contact an underground utilities locator, at its expense, prior to commencing any demolition services. Any existing or abandoned utilities on the site shall be removed and capped to the limits of the site. These service lines shall be fully removed to the extent possible.
- g. All relevant street side appurtenance including fire hydrants and street signs shall be left undamaged during demolition and debris removal. Damaged, disconnected and/or out-of-place street side appurtenance, such as fire hydrants, manhole covers and street signs shall not be collected, unless otherwise directed by the Town's representative. Locations of previously damaged appurtenance shall be reported to the Town's representative prior to beginning Work.
- h. Hazardous or toxic waste must be disposed of in accordance with federal and state laws and local ordinances. The Contractor is to notify the Town's representative immediately of any situation which may cause a health or safety risk to the public.
- i. The use of burning at the project site for the disposal of refuse and debris will **not** be permitted. The use of explosives will not be permitted.

Tree clearance/removal is not a part of this project. If a tree has to be removed in order for the Contractor to proceed or complete the demolition process, all costs associated with the tree removal will be the sole responsibility of the Contractor.

The Contractor is not responsible for the removal of any unforeseen underground storage tank(s). If a UST is found to be present, the Contractor shall notify the Town immediately.

In addition, the Contractor is not responsible for the closing of any wells that may or may not be on the property. If the property has a well(s) located on it, the Contractor shall notify the Town immediately.

SUPPLEMENTAL GENERAL CONDITIONS

SGC I – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Time is of the essence. All work shall be completed within **forty-five (45) calendar** days from the receipt of the Notice to Proceed. It is hereby understood and mutually agreed by and between the Contractor and Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed with the work.

- a. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. It is further agreed that in the event services are not completed, within the time specified for completion that the Owner may retain from compensation due the Contractor the amount of \$100.00 per day for each day thereafter, Sundays and holidays included, that the contract remains uncompleted.
- b. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract is allowed an additional time for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
 1. To any preference, priority, or allocation or order duly issued by the Government;
 2. To any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in subsections 1) and 2) of this article.
- c. Provided, further that the Contractor shall, within fifteen (15) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

SGC II – WORK DURING INCLEMENT WEATHER

No work shall be done under these specifications except by permission of the Owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the Owner, shall suspend, cover, and secure all work until instructed to resume operations by the Owner, and the contract time shall be extended to cover the duration of the order.

SGC III – ASSIGNMENTS

The Contractor shall not assign in whole or any part of this contract or any moneys due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

SGC IV – PROHIBITED INTEREST

No official of the Owner, who is authorized in such capacity and on the behalf of the Owner to negotiate, make, accept, or approve or to take part of negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, service, or material supply contract or any subcontract in connection with construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

SGC V – INCIDENTAL WORK AT THE CONTRACTOR'S EXPENSE

The work to be done by the Contractor, specified and enumerated under this contract, shall include any minor details of the work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work, which shall be considered incidental and as being a part of and included with the work for which prices are given. The Contractor will not be entitled to any additional compensation therefore.

SGC VI – SAFETY AND HEALTH REGULATIONS

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

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Acts of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-054).

Accident Prevention and Safety Measures: The Contractor shall comply with OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, in effect on the date of issuance of the invitation for bid.

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

In the event of a spill of petroleum products or any other hazardous waste, the Contractor shall report it to 1) the Contracting officer, and 2) the NC Division of Water Quality at 910-395-3900, or 1-800-662-7956. Provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

SGC VII – RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before demolition begins, in which event the Contractor shall begin his work upon said land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the lost time by such delay, such determination to be set forth in writing.

- a. The Contractor shall confine the demolition operations to the immediate vicinity of the location and in no case shall he encroach beyond the limits of the Owner's property or rights-of-way. Contractor shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic.
- b. It shall be the duty of the Contractor to locate the limits of the rights-of-way, or property lines, prior to beginning demolition. Contractor shall be solely responsible for damage to trees, crops, or other property outside the boundaries of the rights-of-way and shall make satisfactory settlement for any damage directly with the property owner involved.

SGC-VIII – TRAFFIC CONTROL

Particular attention must be given to traffic safety. While it is incumbent upon the Contractor to provide for safety of his personnel and the general public, particular attention to safety, traffic flow, proper warning signs and direction shall be insisted upon throughout the duration of the work. Competent training signal people shall be employed and utilized as required to allow safe vehicular traffic movement through the project area at any time there is potential traffic hazard directly or indirectly from work operations.

Although the nature of the project may require that traffic be halted for temporary periods, vehicular accessibility for the public shall be maintained at all times. The Contractor shall provide and be responsible for all barricades, warning light signs, signals, flagmen, and all else required to allow safe vehicular movement in the vicinity of the demolition area.

SGC -IX - OBSTRUCTIONS

The Contractor shall be responsible for removing and disposing of any obstructions or obstacles at the site of the work or along the right-of-way therefore, to the satisfaction of the Owner. Minor obstructions shall be removed and properly disposed of.

- a. Fences at the site or along the right-of-way shall be removed by the Contractor.

SGC X - PUBLIC CONVENIENCE AND PROTECTION

During progress of the work, the convenience and protection of the public must be provided for, and interference's held to a minimum.

- a. The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets must be kept open at all times, or suitable detours provided. When necessary to close streets, "Streets Closed" signs shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Contractor shall notify the Owner, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

SGC XI - CLEANUP

Immediately after completion of the work, or any substantial unit or portion of it, the Contractor shall remove all unused material, refuse, and dirt placed by him in the vicinity of the work and shall leave the premises in a neat and orderly condition, satisfactory to the Owner.

- a. Where work is along streets or highways, and dirt has been placed on the pavement, the pavement shall be swept clean of all dirt after backfill has been completed.
- b. Site: The Contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and Final Payment for the project by the Owner, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall restore, in an

acceptable manner, all property, both public and private, which has been disturbed or damaged during the prosecution of the work; and shall leave the whole site in a neat and presentable condition.

SGC XII - CONTRACTOR'S INSURANCE

- a. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: The Contractor's Liability shall be in an amount not less than \$500,000.00 for Bodily Injury, including accidental death, to any one person and an amount not less than \$1,000,000.00 on account of any one occurrence. Property damage Insurance in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. Vehicular Liability of \$300,000.00 for any one person or \$500,000.00 for each occurrence.
- c. Subcontractor Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (a) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage, and Vehicular Liability Insurance of the type and in the same amounts as specified in the preceding paragraph, or (b) insure the activities of his subcontractors in his own policy.
- d. Scope of Insurance and Special Hazards: The insurance required under paragraphs B and C hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also, against any special hazards which may be encountered in the performance of this contract.

BID FORM – Page 1
DEMOLITION SERVICES
TOWN OF KERNERSVILLE, NORTH CAROLINA

EXTENDED
Bids Due: March 12, 2021

Due Date and Time: ~~March 2, 2021~~ **by 5:00 PM**

The undersigned, as Bidder, hereby declares that the only person, or persons, interested in this Bid as principal(s) is, or are, named herein; that no other persons have any interest in the Bid or in the Contract to be entered into; that this Bid is made without connection with any person, company, or parties making a bid; 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 this Work and informed himself/herself fully in regard to all conditions pertaining to the places where the work is to be done, and that he/she has examined the Specifications for the Work and the contractual documents relative thereto, and that he/she has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. _____
 Date _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Town of Kernersville, in the attached form of contract, and to furnish all materials, equipment, tools, apparatus, means of transportation, insurance, permits, fees, (to include tipping fees), and labor necessary thereto, and complete the performance in full and in accordance with the Specifications and Contract Documents in the amounts listed below:

| ITEM | DESCRIPTION | QUANTITY | PRICE |
|---------------------------|---|----------|----------|
| 1 | 512 Edgewood Street Kernersville, NC 27284 Tax Parcel ID 6886-31-9352; Map # 678858 | 1 | \$ |
| TOTAL PROJECT COST | | 1 | \$ _____ |

The price submitted above includes the complete demolition of structures and removal of all debris for each site listed. All debris shall be disposed of in a Subtitle D Landfill. Contractor is responsible for all tipping fees.

The prices submitted above consist of complete removal of structures, outbuildings, porches, foundations, footings, walkways (excluding city sidewalk), driveways, parking areas, signs, landscaping, and HVAC units. Total cost includes mobilization, demobilization, grading and seeding for each site listed.

BID FORM – Page 2
DEMOLITION SERVICES
TOWN OF KERNERSVILLE, NORTH CAROLINA

PROPOSED SUB-CONTRACTORS:

| <u>Name:</u> | <u>Address:</u> | <u>Type and Extent of Work:</u> |
|--------------|-----------------|---------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

BIDDER SUBMITTAL CHECKLIST:

- Insurance Certification
 - Listed Subcontractors above
 - References (3; if applicable)
 - Notice of Any Safety Violations (list here)
-
-
-

SUBMITTED BY:

Name of Authorized Personnel: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Signature of Authorized Personnel: _____

Date: _____

EXCEPTIONS TO THE BID

Please list here all exceptions to **DEMOLITION SERVICES** specifications contained in the Instructions for Bidders. Failure to do so may result in disqualification of the bid. Any Instructions for Bidders clause which the Contractor does not take exception to will assume to be agreed upon by the Contractor. For any exception, please reference with the appropriate page and section number.
