

CITY OF WILMINGTON

DEMOLITION - PROPOSAL REQUEST

NOTICE

Upon receiving this proposal by internet, email julia.vosnock@wilmingtonnc.gov to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

PROPOSAL NAME: Demolition – 411Bladen Street

PROPOSAL DUE: 5:00PM, October 15, 2009

SUBMIT PROPOSALS TO:

PURCHASING OFFICE
P.O. BOX 1810
305 CHESTNUT STREET, 5th Floor (28401)
WILMINGTON, NC 28402

PROPOSAL SHEET

Code Enforcement Officer – Carr

1. **Demolition of structure located at 411 Bladen Street**

Demolition Cost \$ _____

Less Allowance for Salvage Material \$ _____

Total Bid Amount \$ _____

Completion time: _____(calendar days)

Contractors must comply with General Specifications. This bid price shall include all labor, equipment, permits, materials, hauling charges, and land fill disposal fees.

Please contact the appropriate Code Enforcement Officer shown above for information concerning these properties.

If awarded, demolition must be coordinated with Code Enforcement. The contractor must contact Code Enforcement prior to beginning demolition.

Contractors must turn in receipts of dumping fees along with invoice before payment.

Award may be made on an individual property basis if it is in the best interest of the City.

Completion time shall be in consecutive days and within 30 days of written order from Purchasing.

Disposal of any hazardous materials such as lead based paint, should be handled in accordance with established Federal, State, and Local regulations.

It is hereby understood by all bidders that the properties are not owned by the City of Wilmington; therefore, the City reserves the right to delete any property from the bid or the contract.

The City has the right to reject any and all bids.

Bidders should read the insurance requirements very carefully.

Bids are due by 5:00 PM on October 15, 2009

Submitted this the _____ day of _____, 2009.

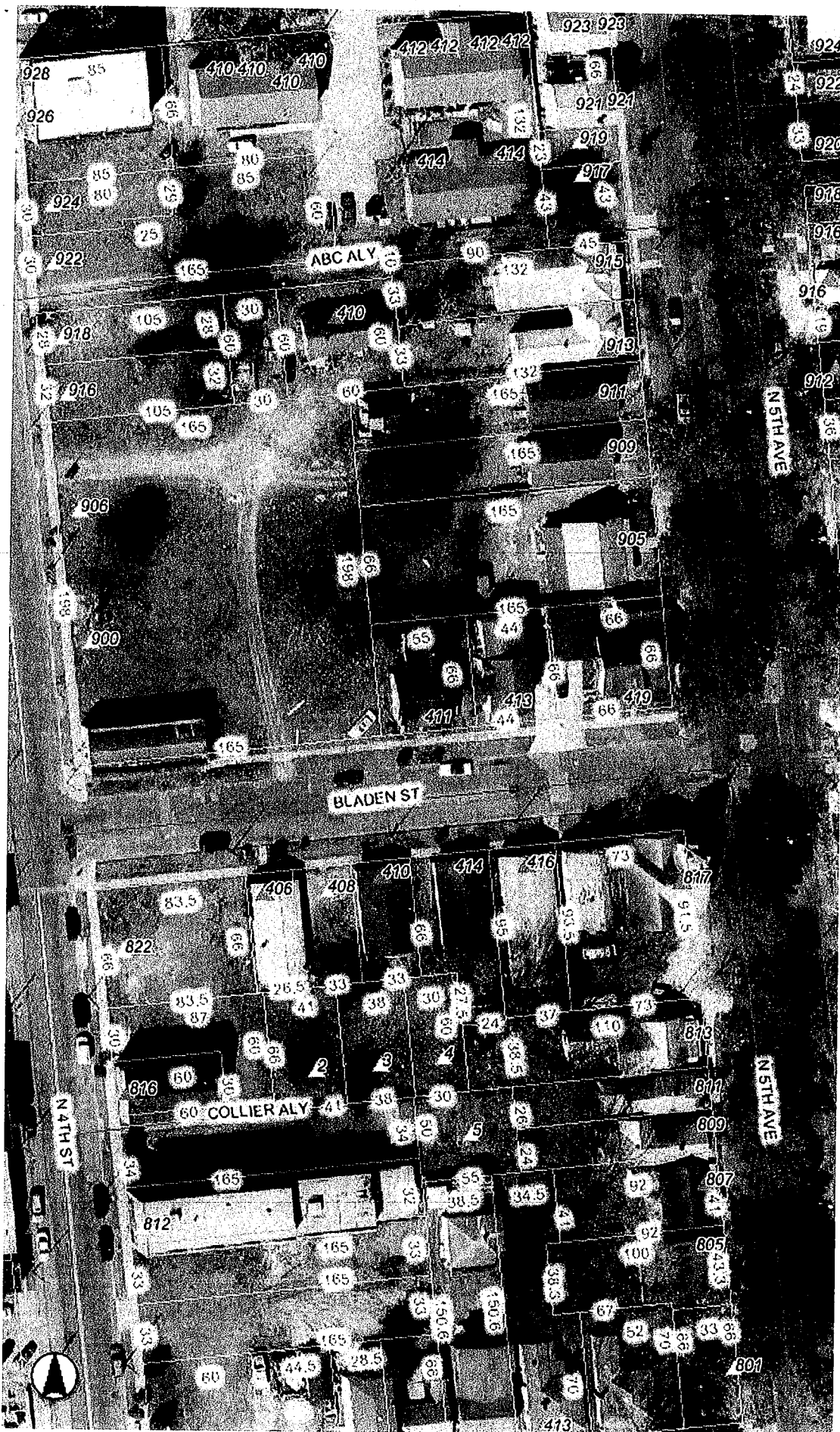
Company Name: _____

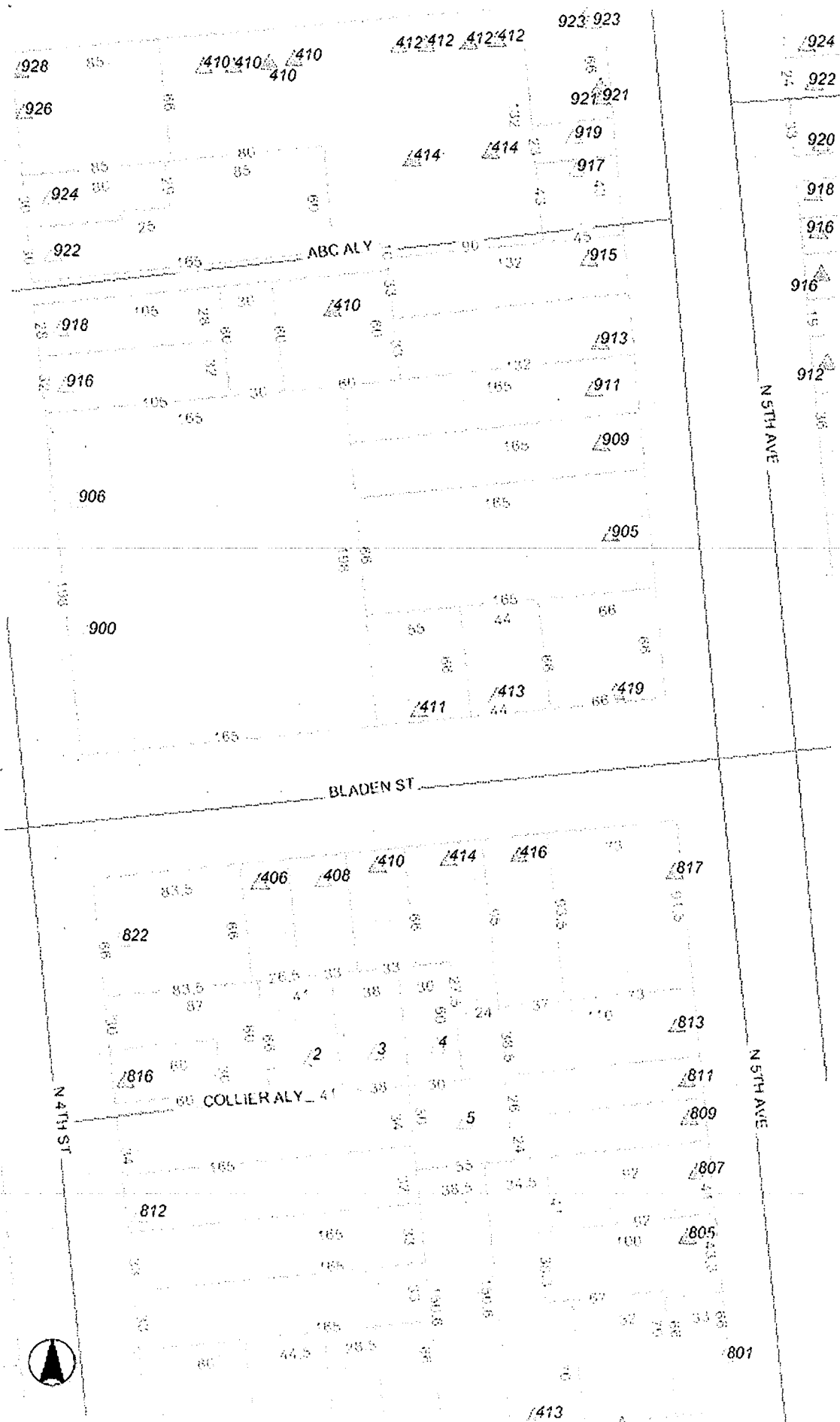
Address: _____

Phone: _____

Signed by: _____

Please Sign & Print





GENERAL SPECIFICATIONS DEMOLITION WORK

- G-1. Scope: The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to completely demolish and remove from the premises the buildings listed on the attached.
- G-2. Removal of Debris: All debris of all descriptions shall be removed completely, including all materials above ground and below ground, all wood, chimneys, underground cisterns, electrical, plumbing, concrete slabs, and footings shall be removed from the premises and disposed of by the Contractor. All land fill fees or disposal fees of any kind shall be paid for by the Contractor. All materials shall be disposed of in accordance with applicable state and federal law. Disposal by land filling shall be at a landfill that has obtained all permits as required by North Carolina law. **The entire site shall also be cleared of any debris, overgrown brush, trash, dead trees, fencing or other material. The Contractor shall leave the site very clean and free of all debris whether the debris is associated with the housing/dwelling demolition or not.**
- G-3. Safety Requirements: The Contractor shall secure the area around the buildings by use of signs, barricades and personnel to assure that only authorized personnel will be on the site from the time of the beginning until completion. The Contractor shall not leave any part of the structure in a hazardous condition overnight or at any time. In addition, all rules and regulations of the Department of Labor, Occupational Safety and Health Administration, shall be abided by.
- G-4. Notification of Commencement of Work: The utility companies shall be notified by the Contractor and check made by them as to the location of any underground services on the site, and a proper disposition made prior to commencement of work.

The Contractor shall provide the City with written verification that Progress Energy has disconnected any service, removed any meters and removed any overhead lines and de-energized any underground conductors at the transformer to the building and that North Carolina Natural Gas has disconnected any service, removed any meters and capped off the gas lines to the building.

The City will have the water service disconnected prior to commencement of work. **The Contractor shall hire a licensed plumber to cap off water and sewer lines and shall provide the City with written verification from the licensed plumber that the water and sewer lines were capped.**

- G-5. Grading of Site: After removal of all materials and debris from the site, leaving nothing except the soil, all holes shall be filled and the site graded flush with the existing elevations around the site so that no water will stand on the site. No wood will be allowed in any fill material used. The site shall be seeded with an approved grass seed and straw shall be spread over the site upon completion of all grading.
- G-6. Permit: The Contractor shall obtain, and pay for, a demolition permit from the City Building Inspection office prior to beginning work on this project.
- G-7. Salvage: The materials in the building structure that the Contractor considers to be of value will become the properties of the Contractor and its value to be taken into consideration in determining his bid. The proposal shall list the items and indicate the value attributed to any salvaged materials, personal property, fixtures or appurtenances found in or attached to the building structure.

The Contractor shall not sell, give away or otherwise distribute any hazardous or dangerous material including, but not limited to, wood coated with lead based paint and chemicals. Hazardous and dangerous material shall be disposed of at the County landfill or other site approved for disposal of such materials which is approved by the EPA.

G-8. Commencement and Completion of Work: The commencement of this work for each structure shall begin not later than ten (10) days of the date of the written order to proceed from the Purchasing Office. The work shall be completed within thirty (30) days of the date of the written order to proceed from the Purchasing Office. When work is started, it shall be continuous until completed. Payment shall be made after completion and acceptance of the work for each structure and a purchase order shall be issued for each structure. The Contractor shall not begin demolition of another structure until completion and acceptance of any demolition.

G-9. Insurance: Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this contract as a minimum requirement, the following insurance in a company or companies acceptable to the City.

A. Workmen's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State in which work is to be performed and Employer's Liability Insurance in an amount of at least \$1,000,000.

B. Demolition Contractor's Liability Insurance with limits of: Bodily Injury - \$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate. Property Damage - \$1,000,000 each occurrence, \$1,000,000 aggregate.

This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from his operations, operations by subcontractors, elevators, products, completed operations, and contractual liability assumed under the indemnity provisions above insured. XCU exclusions must be deleted when applicable to operations performed by Contractor or his subcontractors.

C. Automobile Liability on occurrence basis covering all owned, non-owned, and hired automobiles for limits equal to those in B above.

NOTE: If contract requires higher limits, they will apply.

G-10. Insurance, Proof of Carriage: The Contractor shall furnish a schedule of insurance carried under this contract in the form of a document attested by the insurance carrier, stating and itemizing the several coverages as provided above. The insurance carriers shall also certify on these documents that they will notify the City by registered mail at least ten (10) days prior to any change, cancellation or lapse of these policies. This schedule shall be in six counterparts and when the contract is signed by the Contractor a copy thereof shall be inserted in each copy of the contract documents and, upon insertion, such shall become a part of such documents.

G-11. Subletting: The Contractor shall keep all work under his own control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof without the written consent of the City. Written consent by the City to sublet or assign any portion of the contract shall not relieve the Contractor of any responsibility for the fulfillment of the contract.

G-12. Release and Indemnity: To the fullest extent permitted by law, Contractor shall release, indemnify, keep and save harmless the City, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the City or third persons and to all property proximately caused by, incident to, resulting from, arising out of, occurring in connection with, directly or indirectly, the performance or

nonperformance by Contractor (or by any person acting for the Contractor or for whom the Contractor is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of and duty or obligation on the part of the Contractor, its agents, officials and employees or otherwise. The provisions of the Section shall include any claims for equitable relief of for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the City, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the City, its agents, officials or employees. The Contractor expressly understands and agree that any performance bond or insurance protection required by this agreement, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to release indemnify keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

- G-13. Guarantee: The Contractor hereby agrees to guarantee, for a period of one year after date of final payment, the work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship or materials which may appear in his work during this period.
- G-14. Termination: In the event that review of the Contractor's performance shows non-conformance to the attached terms and conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of this agreement and the City may take corrective action as it deems necessary including, but not limited to, withholding or reduction of payment. The City shall also have the right to suspend this agreement upon five (5) calendar days written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification and/or shall undertake any reasonable remedial action required by the City. If, in the opinion of the City, the Contractor remains in violation of this agreement at the completion of the five (5) day suspension period, the City shall have the right to terminate this agreement whereupon all obligations of the City to the Contractor shall cease. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in Paragraph 4 of the official contract.
- G-15. Personnel: It is mutually agreed that Contractor is an independent contractor and not an agent of the City, and as such the Contractor shall not be entitled to any City employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.
- G-16. Other Laws and Regulations: Contractor will comply with any and all applicable federal, state and local standards, regulations, laws statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; an zoning, subdivision or other land use controls. Contractor will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources. The United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

G-17. Non-Discrimination: Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement in whole or in part.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf by issuance of a valid purchase order for each structure and the Contractor has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

BY: _____
President, Vice President, Assist. Vice President, Owner

STATE OF NORTH CAROLINA

CONTRACT NO: 149-1009

COUNTY OF NEW HANOVER

CONTRACT FOR DEMOLITION SERVICES

THIS AGREEMENT made and entered into on this the _____ day of _____, 2009 by and between _____, a corporation duly created and existing under the laws of the State of North Carolina, with its principal office in the City of _____, hereinafter called the "CONTRACTOR", and the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation created under the laws of the State of North Carolina, hereinafter called the "CITY";

W I T N E S S E T H:

That the CONTRACTOR, for the consideration hereinafter fully set out, hereby agrees with the CITY as follows:

1. Purpose

That the CONTRACTOR shall furnish all labor, materials and equipment, and shall perform all work in manner and form as provided by the attached Bid Invitation or Advertisement, Instructions to Bidder, General Specifications, Proposal, any plans or drawings which are made a part hereof as if fully contained herein for the demolition of the dwelling(s) indicated in the purchase order and as described in the legal description attached to the purchase order.

411 Bladen Street

2. Term of Contract/Liquidated Damages

The CONTRACTOR shall commence the work for each structure to be demolished under this contract within ten (10) days of the written order to proceed from the Purchasing Office. The CONTRACTOR shall complete the work within thirty (30) days of the date of the written order to proceed from the Purchasing Office. Payment shall be made after completion and acceptance of the work for each structure and a purchase order shall be issued for each structure. The CONTRACTOR shall not begin demolition of another structure until completion and acceptance of any demolition.

3. Extra Work

In the event that it is deemed necessary by the CITY for extra work, not set forth or contemplated in the agreement or the documents, specifications, and plans here and above referred to and named, to be performed by the CONTRACTOR, the CONTRACTOR hereby agrees to faithfully perform such work under a written order from the Purchasing Manager, setting forth and describing fully the work to be done. The CITY hereby agrees to pay to the CONTRACTOR for any such extra work orders upon presentation of properly prepared, itemized statements of cost computed as follows:

(a) The CONTRACTOR shall be allowed to charge for labor used at the actual payroll charges therefore during the time actually spent on extra work, (b) he shall be allowed to add on labor charges the actual payroll charges for Workmen's Compensation Insurance, Social Security and other payroll charges, (c) the rate for such equipment, this hourly rate to be for operating hours only, (d) the CONTRACTOR shall be allowed to charge for material purchased by him and used on extra work orders the amount charged to him by the vendor upon presentation of paid invoices therefore, (e) the CONTRACTOR shall be allowed to add to the costs for such work arrived at as enumerated above _____% of the total of such costs for overhead and profit.

4. Payment

The CITY hereby agrees to pay to the CONTRACTOR for the faithful performance of this agreement, subject to any additions and deductions as provided for in the Specifications and Proposal, and in accordance with the prices as set forth, and subject to any additions which may be due under Paragraph 3 of the Agreement, as follows: Unit Prices and/or lump sum price, as set forth in the attached.

Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, materials, bills and any other liabilities or costs incurred by the CONTRACTOR in connection with this work has been paid in full, final payment on account of this agreement shall be made within thirty (30) days after completion and acceptance of each structure by the CONTRACTOR of all work covered by this agreement and receipt of invoice.

5. Performance Bond

It is further mutually agreed by the parties hereto that if at any time after the execution of this agreement and the surety bond (if any) hereto attached for its faithful performance, the CITY shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall at his expense, within five days after receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and amount, and with such surety, or sureties, as shall be satisfactory to the CITY.

6. Insurance – Proof of Coverage

It is further agreed by the parties hereto that the CONTRACTOR shall take out and maintain, during the life of this contract all insurance required under Paragraph G-9 of the General Specifications and shall, at execution of this agreement, attach to each of the counter parts thereof documentary proof of compliance in the form of a Certificate from his insurer, stating the amount, policy numbers, and kinds of insurance carried. This certificate shall also contain a statement by the insurer that in accordance with Paragraph G-10 of the General Specifications he will notify the City of Wilmington by Registered Mail ten (10) days prior to any cancellation or lapse of the insurance shown on this certificate. It is further agreed that the CONTRACTOR shall furnish the CITY with one memorandum copy of the policy, or policies, shown on this certificate at the time of the signing of this contract.

7. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

8. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of the agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

9. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

10. Binding Effect

The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

11. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

12. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

13. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

14. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of the agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

15. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON

Sterling B. Cheatham, City Manager

WITNESS:

Daryle Parker, Purchasing Manager

APPROVED AS TO FORM:

Thomas C. Pollard, City Attorney

CITY ACCOUNTANT'S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 2009.

Debra H. Mack, Director of Finance

Project No. _____

Account No. _____

Amount of Contract \$ _____

BY: _____
Owner, Partner, President, Vice President, Asst. Vice President

ATTEST:

Secretary, Assist. Secretary, Cashier, Assistant Cashier

(CORPORATE SEAL)