



**Cleveland County**

**REQUEST FOR PROPOSAL**

**DESCRIPTION: DORAN MILL ASBESTOS ABATEMENT AND DEMOLITION**

**DATE OF ADVERTISEMENT: February 21, 2018**

**PRE-BID MEETING: March 8, 2018, 10:00am at the Doran Mill, 404 Polkville Rd.**

**BID OPENING: March 27, 10:00am 311 E. Marion Street, Shelby, NC**

**RETURN BIDS TO: CLEVELAND COUNTY**

**Mail: Finance & Purchasing Department, PO Box 1210, Shelby, NC 28151**  
**Email: kim.lester@clevelandcounty.com**  
**Hand delivered: Finance & Purchasing Department, 311 E. Marion Street, Shelby, NC**

**ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.**

**BIDS SHALL BE VALID FOR 60 DAYS.**

**QUESTIONS, INTERPRETATIONS and ADDENDA:**

No questions, clarifications or interpretations of the Specifications or other portions of the Contract Documents will be made orally. Every request for such must be emailed to (Brian Hoaglund) **brian@ccedp.com** and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of Bids. Any such interpretations and supplemental instructions will be in the form of written Addenda which, if issued, will be available for download on the Cleveland County website. All Addenda so issued shall become part of the Contract Documents.

## **INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

- 1.** The bid form furnished by CLEVELAND COUNTY with the proposal shall be used and shall not be altered in any manner, except to add any items material to the total cost of the project listed individually under **OTHER** and included in the total cost of the work. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL.**
- 2.** Submit two (2) paper copies of the proposal and one (1) electronic copy on a USB flash drive.
- 3.** The Bidder shall submit a unit or lot price for every item on the bid form. Bid form quantities will be used for comparative purposes and will in no way limit the scope of work within the project boundary (area covered by erosion and sediment control plan). The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be entered in the "TOTAL COST" column of the form.
- 4.** The total amount bid shall be entered in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 5.** All bids shall include the following information for the General Contractor and all proposed Subcontractors:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Federal Identification Number
  - d. Contractor's License Number
  - e. Project organizational chart with key individuals identified by name
  - f. A minimum of three references for completed projects of similar scale and complexity
- 6.** All contractors are required to submit prior 5 years safety and environmental performance history, including EMR/recordable rate/lost time injury data and any citations, fines, or written warnings from regulatory agencies or governing authorities.
- 7. BIDS SHALL BE VALID FOR 60 DAYS.**
- 8.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 9.** The sealed bid must display the following statement on the front of the sealed envelope:  
**“QUOTATION FOR DORAN MILL ASBESTOS ABATEMENT AND DEMOLITION SERVICES.”**

**CLEVELAND COUNTY**

**SPECIFIC REQUIREMENTS**

**ADVERTISEMENT FOR PROPOSALS  
DORAN MILL ASBESTOS ABATEMENT AND DEMOLITION**

**AWARD OF CONTRACT:**

Subject to approval by the Cleveland County Board of Commissioners the contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made. Cleveland County reserves the right to reject all bids or any portion of any bid they deem necessary for the best interest of the County.

**INSURANCE:**

The Contractor shall keep on file with the County a current CERTIFICATES OF INSURANCE and PROOF OF WORKMEN'S COMPENSATION before work begins and keep in force throughout remainder of project.

\$5MM General Liability Insurance with XCU coverage

\$5MM Pollution Liability Insurance

Cleveland County and the North Carolina Department of Transportation are to be named as additional insureds.

**LICENSING:**

All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by N.C. Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board, bidders are required to become licensed by the N.C. licensing board.

**BONDS:**

Please note that a Bid Bond of 5% of the bid price must accompany the proposal. Payment and Performance Bonds will be required at time of contract award.

**DISCREPANCY IN BIDS:**

In the event there is a discrepancy in any Bid between the unit prices and the extended totals, the unit prices shall govern. Bids which do not contain a price for every numbered item contained in the applicable Bid form will not be accepted, unless otherwise specified.

## **QUALIFICATIONS OF BIDDERS:**

The Owner may make such investigation as he deems necessary to determine the qualifications of the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information data for this purpose as the Owner may request.

Bidders shall comply with all applicable laws regulating the practice of General Contracting as contained in Chapter 87 of the General Statutes of North Carolina.

## **RESPONSIBILITIES OF BIDDERS:**

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under the Contract.

The Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the Owner in conjunction with the project construction. The Contractor shall consider in his Bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the Project Special Conditions. It will be the Contractor's responsibility to anticipate any additional costs in his Bid for the various items in the Contract.

The failure or omission of any Bidder to thoroughly examine and familiarize himself with the Contract Documents or to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to his Bid.

No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

## **TAXES:**

The Contractor shall include in his Bid the cost of all sales and use taxes.

## **COMPARISON OF BIDS:**

Bids will be compared on the basis of the totals of the approximated quantities comprising all items at the unit and lump sum prices bid for these items. The resulting Total Contract Bid Price which will be compared, will include and cover the furnishing of all materials, and the performance of all labor requisite or proper, and completion of all the Work called for under the accompanying Contract, and in manner set forth and described in the Contract Documents. The lowest Bidder under the Contract will be that Bidder whose Bid totals the lowest number.

When numbered Alternate Bid items are required, the lowest Bidder is the Bidder whose Bid for the Alternate or combination of Alternates, selected by the Owner, is the lowest. It shall be understood that the Owner reserves the right to select any Alternate or combinations of Alternates.

Where estimated quantities are included for certain items of the Bid, they are for the purpose of comparing Bids. While they are believed to be close approximations, they are not guaranteed.

## **COMMENCEMENT OF WORK:**

Upon execution and delivery of the Contract and the delivery of the required performance and labor and materials bonds and insurance certificates and policies by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the Work of the Contract. The Work of the Contract shall be commenced within the ten (10) days following such notification or as otherwise specified in the Notice to Proceed.

The Contractor shall notify Cleveland County in writing of his intention to enter upon the site of the Work at least five (5) days in advance of such entrance.

## **DAMAGES FOR FAILURE TO EXECUTE CONTRACT:**

If an accepted Bidder shall fail or refuse to sign and deliver this Contract and the required surety bonds and insurance documentation within fifteen (15) days after he has received notice of the acceptance of his Bid, the Owner shall retain, as partial damages for such failure or refusal, the Bid Security of such defaulting Bidder. In addition to such damages, the Owner reserves whatever other rights and remedies it may have against such defaulting Bidder.

## **SERVICE CONTRACT AND INDEMNITY AGREEMENT**

County of Cleveland, North Carolina (hereinafter "County") agrees to secure the services of the company or individual (hereinafter "Contractor") indicated in the signature section below to provide labor for a particular job or services of a limited special nature. The Contractor has been offered contract work by the County and the work will be performed at site(s) owned or operated by the County. Prior to signing contract and prior to commencing services, County and Contractor have provided a jointly completed "Worker Status Determination Report" and "Vendor Registration Form" for inspection by qualified staff in the County Finance & Purchasing Department. In consideration of the foregoing premises, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **TERMS AND CONDITIONS**

- 1. Services:** The services to be performed by the Contractor shall be as described in documents attached hereto and incorporated herein by this reference. The work shall include all labor and materials which will be paid by the Contractor and necessary for completion of the work.
- 2. Payment:** The Contractor shall provide monthly applications for payment with completion percentages by line item. Terms are net 60.
- 3. Warranty:** The Contractor shall and hereby does warranty all workmanship and materials for up to at least one year after completion of the project. Any materials, equipment, or workmanship discovered to be inferior or which fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within a reasonable time period of the Contractor being notified of such discovery.
- 4. Independent Contractor:** The Contractor agrees that he/she is an "independent contractor" not under the control or supervision of the County and, therefore, not eligible for County employee benefits (such as health insurance and workers' compensation insurance). The County's health insurance policy and workers' compensation insurance will not cover the Contractor in the event of

sickness, illness, injury, or accident. The personnel policies of the County do not apply to the Contractor. The Contractor does not make this agreement under any duress.

**5. Taxes/Withholdings:** The Contractor is responsible for all federal and state employment taxes or other required withholdings. The County will not pay on the Contractor's behalf any federal or state income tax, social security tax, or any other withholding tax or benefit.

**6. IRS Form 1099:** The Contractor will not be required to fill out an application for employment. The Contractor will not be provided a W-2 form, but the Contractor's pay will be reported to the IRS. The County will provide an IRS Form 1099 at the end of the calendar year to each Contractor per IRS rules and regulations.

**7. Limited Need for Services:** As an "independent contractor", the Contractor's services may be needed for a limited time and the need may end at any time for any reason.

**8. Compliance with Applicable Laws:** The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall perform the work as provided for by the contract in compliance with all applicable federal, state and local regulations and laws including, but not limited to, the OSHA standards set and enforced by the Department of Labor, minimum hour and wage regulations, equal opportunity employment laws, confidentiality, state incorporation laws, state rules concerning the collection and reporting of sales and use taxes, restriction against officers and employees of the County deriving personal benefit(s) from the Contractor, disclosure of lobbying activities, etc. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent local government ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

**9. Insurance and Bonding:** Prior to commencing services and throughout the term of this agreement, the Contractor and all subcontractors shall maintain in force adequate applicable insurance coverage for property and general liability, XCU, pollution, workers compensation, and vehicle liability. When the minimum required insurance is determined to be insufficient, the Contractor will maintain in force insurance reasonably appropriate to the work to be undertaken by the Contractor. When exempt from workers compensation or other insurance coverage, the Contractor shall provide documented proof of exemption. Further, the Contractor agrees to provide a Certificate of Liability to the County for all applicable insurance coverage.

**10. Indemnity:** To the fullest extent permitted by law, the Contractor agrees to and hereby does indemnify, defend, and hold harmless the County and County's officers, agents, and employees from and against any and all losses, costs, damages, obligations, and expenses incurred by the County (including, without limitation, attorney's fees) that arise in connection in any way, directly or indirectly, associated with the work to be performed by the Contractor or any of its agents, subcontractors, and employees (including, without limitation, any claim for personal injury, death, sickness, or disease, or payment arising from an employee of Contractor, any sub-Contractor or any other party), whether in any event such claim arises prior to completion of and payment for the contracted work or thereafter.

**11. Damage to County Property and Public Roadways:** The Vendor shall be responsible for any damage to or loss of the County's equipment or facilities or any public roadways arising out of an act or omission of the Vendor or its authorized user and deemed reasonable by either (1) both County and Contractor, (2) mediator, or (3) court/judge.

**12. Additional Terms:** The Contractor hereby also formally agrees to the entire set of general terms and conditions at <http://www.ccncgov.com/FinanceD/vendors.html>, which aids the County in its efforts to comply with federal rules and regulations.

**13. Amendment of the Contract:** No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. On behalf of the County, both the Authorized County Department Representative and the County Finance Director must sign and a board chairperson may also be required to sign. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

**14. Complete Agreement:** This Contract and all attachments, including the contractors proposal constitute the complete agreement and understanding between the parties. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract if they alter, vary, or contradict this Contract.

**SIGNATURE SECTION**

Subject to Cleveland County Board of Commissioners Approval: On behalf of the Contractor, please indicate consent to these terms and conditions by signing and completing the lines below.

---

Printed Name of Company or Individual

---

Authorized Representative: Signature / Printed Name / Date

## PURPOSE AND PROJECT OVERVIEW

### Purpose

The purpose of this Invitation to Bid is to select a qualified, licensed contractor to perform asbestos abatement and demolition services to support a proposed project on a Cleveland County owned property in the City of Shelby, North Carolina. The County is seeking a firm whose combination of qualified experience and personnel will provide timely, cost-effective, and professional abatement and demolition services.

### Project Overview and Scope

Cleveland County, NC is soliciting bids for asbestos abatement and demolition and removal of **ALL** buildings, foundations, slabs, paved areas, and debris within the Erosion and Sediment Control area boundary (see ATTACHMENT C) at the 50.74-acre Doran Textile Mill site located at 404 Polkville Road (Cleveland County Parcel No. 51068). The water tower is **not included** in the demolition scope of work and is to remain as is. Crushed concrete will be used as cover at the landfill. Excess crushed concrete and asphalt will be stockpiled on site. Due to the proximity of several of the Doran Mill structures to Polkville Rd. (SR 226), temporary weekend road closures will be required to complete the work. A Detour & Signing Plan is included as ATTACHMENT E to this bid request.



1. The contractor is responsible for compliance with all Federal, State and Local regulations and for all permits and fees (except the Erosion & Sediment Control Permit) required to proceed with the work as described in this RFQ. The demolition permit can be obtained through the City of Shelby Planning and Zoning Department.



2. The contractor is responsible for securing the site for the duration of the project.
3. The Erosion and Sediment Control Permit is being secured separately by Cleveland County. The E&SC plan is included for reference as ATTACHMENT C. The E&SC permit will be transferred to the contractor upon notice to proceed.
4. The contractor is responsible for establishing and maintain erosion and sediment control measures and all maintenance, monitoring, and recordkeeping as detailed in the Erosion and Sediment Control Plan and Permit.
5. The contractor will coordinate with NCDOT Division 12, Cleveland County, and the City of Shelby on the timing of road closures. All traffic control and signing, as detailed in the Detour and Signing Plan in ATTACHMENT E are included as part of this scope of work. The NCDOT road closure schedule is Friday, Saturday, Sunday from 8:00 pm – 6:00 am each day. Alternatively, NCDOT **may** permit closure from 8:00 pm Friday – 6:00 an Sunday upon request.
6. All material, including properly handled friable and non-friable asbestos containing materials will be disposed of in the Cleveland County landfill located at **1607 Airport Rd, Shelby, NC 28150**. Fees for disposal will be waived by the County and **are not** to be included as part of the bid.
7. The contractor will be required to develop a coordination plan and schedule with the Landfill Managers [Gene.Wright@clevelandcounty.com](mailto:Gene.Wright@clevelandcounty.com) and [Gary.Head@clevelandcounty.com](mailto:Gary.Head@clevelandcounty.com) for delivery of material to the facility. The landfill hours are Monday – Friday 8:00am – 4:00 pm. The estimated daily capacities at the landfill for disposal are as follows:
 

a. Loose asbestos contaminated debris	<b>64 tons/day</b>
b. Miscellaneous concrete, brick, and block	<b>108 tons/day</b>
c. Crushed concrete	<b>200 tons/day</b>

**CRUSHED MATERIAL LOADS WILL BE REQUIRED FOR USE AS COVER AT THE LANDFILL AND CAN BE STOCKPILED AT THE LANDFILL OR MIXED IN WITH OTHER MATERIAL DELIVERIES AS THEY OCCUR.**

8. Reinforced concrete material cannot exceed 2 ft. x 2 ft. in size with 6 inches or less rebar protruding from the material. To the extent practical, rebar should be separated from concrete and recycled.
9. The contractor is responsible for coordinating with utility providers to ensure services (water, gas, sewer, electric) are isolated prior to the start of work and for locating and protecting utilities that pass through the work area.
10. Any additional asbestos testing required is to be coordinated by the contractor and will be reimbursed on a unit cost basis.

## **ATTACHMENTS**

- A. Parcel Boundary Survey
- B. Limited Asbestos Assessment
- C. Erosion and Sediment Control Plan
- D. Stream & Wetland Delineation
- E. Detour and Signing Plan



