

**All bid applications must be submitted in person or by email to the Town of Sawmills by 5PM August 7<sup>th</sup>, 2018.**

The Town of Sawmills issues this Request for Proposals from contractors to demolish/clean up properties that are deemed dilapidated within the Town's zoning jurisdiction. Interested contractors should be able to:

- Ability to perform the demolition of residential structures in a timely efficient manner.
- Clean up all trash, debris, and housing materials post demolition.
- Have all proper equipment required to effectively and efficiently demolish a dwelling.

Contractors should be able to provide a Certificate of Insurance verifying proof of General Liability, Auto Liability, and Workers' Compensation Insurance. The Town of Sawmills will need to be listed as an additional insured on the contractor's insurance. The contractor will be paid by the job not an hourly rate.

This contract will be awarded to the most reasonable bidder, taking into consideration quality, performance, and time required in fulfilling requests for service. The contract will be valid from the date of inception until June 30, 2019. Contracts after this will be valid for one year.

The contractor will be required to execute a Building Demolition Agreement similar to the one attached to this RFP.

If you feel that your business would be interested in the opportunity please fill out the questions listed below and then provide a rough estimate based on the scenarios given:

**Demolition Price Estimate (Based on residential structures)**

1. **Your Price per Sq. Ft:** \_\_\_\_\_
2. **On average No. of Employees Available to work:** \_\_\_\_\_
3. **Licensed/Insured:** [Yes] or [No]
4. **Have Access to Equipment Needed to Perform Residential Demolitions:** [Yes] or [No] **(If Yes, include a list of equipment)**
5. **Have Access to Equipment Needed to Perform for Proper Asbestos Removal:** [Yes] or [No]

*\*(when given estimate to scenario below remember to include all dump fees, labor, time, equipment expenses, etc.)*

**Estimating Scenario:**

- 1. Single story, 1800 square foot house built 1955, with 3 bedrooms, 2 baths, raised foundation, composite shingles, single-paned windows, carpeting, hardwood floors, and a 12 x 40 wood deck. House is dilapidated and has been stripped of all copper and metals. Once the demolition is complete site will require one tandem load of dirt to level off where the foundation once stood. Once the site is leveled and clear of all debris grass will be sown. Weather is not a factor during this demolition.**

**Answer:**

**Estimate Demolition Price: \_\_\_\_\_**

**Amount of time needed to complete: \_\_\_\_\_**

If you have any questions or concerns please feel free to call or email.

Christopher Todd  
Town Administrator  
[townadmin@townofsawmills.com](mailto:townadmin@townofsawmills.com)  
(828) 396-7903

STATE OF NORTH CAROLINA

CALDWELL COUNTY

## BUILDING DEMOLITION AGREEMENT

### I. SCOPE

This Agreement is entered into between the Town of Sawmills, North Carolina, a municipal corporation ("Town") and \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_ The Contractor agrees to perform the work as provided in its Request for Proposal and as directed in writing by the Town ("the Work").

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

### II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;
3. Town's Request for Proposal;
4. Contractor's Proposal

### III. TERM OF AGREEMENT

Contractor shall complete the Work as soon as possible but not more than ten (10) days from issuance of the Notice to Proceed, weather permitting.

#### IV. COMPENSATION

The Contractor agrees to provide services and materials to the Town at the cost specified in its proposal and upon receipt of notice to proceed issued by the Town.

#### V. PAYMENT

The Town shall pay Contractor proportionate to the amount of work completed. The Town reserves the right to hold up to 15% of the balance owed as retainage until the Work is completed.

All invoices shall be directed to:

Town of Sawmills  
Attn: Town Administrator  
4076 US Highway 321-A  
Granite Falls, NC 28630

#### VI. GENERAL CONDITIONS

##### A. Termination

1. The performance of Work under this agreement may be terminated by the Town in whole or in part, in writing, whenever the Town shall determine that the Contractor has failed to meet the performance requirements of this Agreement or the Town is no longer able to support the contract for any reason.
2. The Town has the right to terminate for default if the Contractor fails to perform the work or fails to perform any other provisions of the Agreement.

##### B. Indemnification and Insurance

###### 1. Indemnity

Contractor hereby agrees to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement.

###### 2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- (a.) Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the Town, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

(c.) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by North Carolina law, shall be provided.

(d.) Insurance Certificates

Contractor proposals may have generic insurance certificates inserted illustrating coverage limits available to the Contractor. Following the notice of award, the Contractor shall provide the Town with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Town. The Town shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized to do business under the laws of North Carolina.

C. Acceptance of Work

The Town will be deemed to have accepted the Work after the Contractor is notified by the Town Administrator of its satisfaction that the Work is completed.

D. Correction of Work

The Contractor shall promptly correct all Work rejected by the Town as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected work shall consist of that work which is deemed ineligible by the Town's representative.

E. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

## VII. SPECIFIC PROVISIONS

- A. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- B. The contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.

## VIII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without the advance written consent of the Town.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Town or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to laws of the State of North Carolina.
- F. Any litigation arising out of this Agreement shall be had in the Courts of the State of North Carolina.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

THE TOWN OF SAWMILLS

Date : \_\_\_\_\_

By: \_\_\_\_\_

Mayor Johnnie Greene

CONTRACTOR

By: \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
NC General Contractors License No.

Approved as to Form

\_\_\_\_\_  
Town Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

