

INSTRUCTIONS TO BIDDERS

For Demolition Activities

TOWN OF SURF CITY "OLD TOWN HALL BUILDING DEMOLITION"

If Mailing Bid:

Town of Surf City
Attn: Kyle Breuer
PO Box 2475 (USPS)
201 Community Center Drive
(delivery service)
Surf City, NC 28445

If Delivering Bid:

Surf City Community Center
201 Community Center Drive
Surf City, NC 28445



PART A. GENERAL INFORMATION FOR BIDDERS

1. Authority and Responsibility

The "Local Authority" referred to throughout this document shall mean, either singly or as a group, a specific program(s), policy(s) and practice(s), and/or a specific Department(s), Division(s), Section(s) and staff person(s), of the local unit of government that provides the funds for the demolition work referenced herein. Each successful Bidder shall enter into a Contract for Demolition Work with the Local Authority. The Local Authority is responsible for the administration of the work covered by these General Provisions and Scope of Work, only to the extent referenced therein. The Local Authority is also the designated administrative authority that checks and approves plans and issues permits to allow performance of demolition services, and which approves the work performed under the specific permit(s) issued for said projects, all in accordance with the adopted codes of the Local Authority, State, or Federal guidelines.

The "Inspector" is the staff member of the Town of Surf City and shall serve by providing project oversight and providing technical guidance for compliance with local and state building code requirements. The Inspector shall work closely with the Town Manager to oversee this project. The Inspector shall serve as the ultimate local authority regarding interpretation of the applicable building and development codes and ordinances.

The "Contractor" is both of the following: a) the name of the Contractor and its Owner(s) performing a project under an executed demolition contract. The Contractor shall perform all work described in the Scope of Work (line item specifications), in accordance with the contract documents and the general provisions and scope of work included herein. The Contractor shall perform as project manager, maintaining continuous contact with the Local Authority and the Inspector regarding the project status and any problems.

2. Bid Procedures

Explanations to Bidders. The Contractor must satisfy himself as to the labor and equipment needed. Any explanation desired by a Bidder regarding the meaning or interpretation of the advertisement for bids, specifications, etc., must be requested in writing to the Local Authority with sufficient time allowed for a reply to reach Bidders before the submission of their bids. Any interpretation made will be in the form of an Addendum to the invitation for bids, specifications, etc., and will be furnished to all prospective Bidders. Its receipt by the Bidder must be acknowledged in the space provided on the addendum bid form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding. No changes to specifications will be permitted within three calendar days prior to the bid opening.

Conditions Affecting the Work. The Contractor certifies, by submission of a bid, that the Contractor has inspected each property included in his formal bid and has become familiar with the conditions under which the proposed work will be performed. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Local Authority will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the advertisement for bids, the specifications, or related documents.

Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bids must initial each erasure or change. E-mailed or faxed bids will not be considered, unless written authorization is provided to the Contractor by the Local Authority. The Contractor's Bid Proposal must be properly executed and submitted on the form provided. Bids by Contractors must be received by the Local Authority at the time and place specified in the Instructions to Bidders. The Proposal shall be made part of the Contract Documents.

No bid will be considered unless all individual work items on each Bid Form/Scope of Work (including formal addenda) are priced. In case of error in the total bid, the prices quoted for individual work items shall govern. Unless called for, alternate bids will not be considered.

Modification of bids already submitted will be considered if received at the office designated in the Instructions to Bidders by the time set for opening of bids.

Submittal of Bids. Bids will be submitted to **Surf City Town Manager, Kyle Breuer, PO Box 2475 (USPS), 201 Community Center Drive (delivery service), Surf City, NC 28445**, prior to or at the appointed bid opening time. **Each bid must be submitted in an envelope bearing on the outside the name of the bidder, the name of the project for which the bid is submitted, and the date and time of the bid opening.** If it is questionable that the postal service can deliver your bid prior to the bid opening time, the bid should be hand-delivered. **Telephoned bids, e-mailed bids, or faxed bids cannot be accepted without written approval by an authorized representative of the Local Authority.** All bids submitted must be typed or written in ink and signed by the Contractor's designated representative. All bid forms, an itemized bid summary for each unit, and all requested certifications must be submitted; failure to include all forms may result in rejection of a bid. Valid bids are expected from each Contractor. Submission of "courtesy bids" will be grounds for removal from participation in the applicable mitigation grant program. Any bid may be withdrawn without prejudice prior to the official bid opening time.

Bids will be opened on Monday, February 8th, 2021 at 10:00 AM, in the Surf City Community Center, located at 201 Community Center Drive, Surf City, NC 28445. A request may be submitted to attend remotely, but attendance is not required.



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3. Licensing Requirements

The bidder must be licensed as a NC General Contractor if the total lump sum bid and contract award is greater than \$30,000, OR if there is asbestos abatement involved. Bidders shall maintain a file of each Contractor's current State License and current registration form (included in each bid package) to document valid inclusion of the Contractor's name on the Local Authority's approved List of Bidders. Also, prior to award of any demolition work contract, the Contractor must furnish proof of the required liability and worker's compensation insurance coverage described in Part B, Section 2: Insurance, below.

4. Work Write-ups and Construction Specifications

The Scope of Work constitutes the basis for each job. No verbal interpretations of the Scope of Work will be made for bidding purposes or during demolition without confirmation in writing by the Local Authority. No changes in the scope of a work write-up will be considered valid without a signed Change Order (see Part B, Section 6: Change Orders).

All work to be done shall be pursuant to all applicable codes, regulations, and local policies as they may be interpreted by the Building Inspector.

5. Employment Requirements

A portion of the Local Authority's demolition programs are financed with funds received from the federal government. Consequently, special conditions are established with respect to employment and business opportunities. Successful bidders must agree to abide by the following employment requirements during the performance of any demolition work contract:

a. Executive Order 11246 Clause

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

b. Nondiscrimination Clause B Section 109, Housing and Community Development Act of 1974

The Contractor will not discriminate on the grounds of race, color, national origin, religion or sex, nor exclude from participation in, deny the benefits of, or subject to discrimination under this contract.

c. Age Discrimination Act of 1975, as amended Nondiscrimination on the Basis of Age

The Contractor will not discriminate on the basis of age under the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) nor exclude from participation in, deny the benefits of, or otherwise subject to discrimination under this contract.

c. Section 504 of the Rehabilitation Act of 1973, as amended Nondiscrimination on the Basis of Disability

The Contractor will not discriminate on the basis of disability, exclude from participation in, deny the benefits of, or otherwise subject to discrimination against otherwise qualified individuals under this contract.

d. Copeland Act/Fair Labor Standards Act

Single-family residential rehabilitation and lead hazard reduction work performed during implementation of housing grant programs regulated by the Contractor's Handbook is not subject to Davis-Bacon minimum wage legislation or contract work hours and payroll legislation, as covered in HUD 4010, Federal Labor Standards Provisions. The Contractor and his Subcontractors however, will be bound by Sections 5 and 6 of 29 CFR Part 3, Copeland Act requirements, which concern eligible payroll deductions and "kickbacks" in the payment of wages, and by applicable provisions of the Fair Labor Standards Act. Any questions concerning this requirement should be directed to the Local Authority.

e. Equal Opportunity

During the hiring of employees for the performance of work covered by these provisions, the Contractor shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under a specific contract, by reason of race, color, religion, sex, age, disability, national origin, or ancestry. The Contractor shall not discriminate, intimidate, or retaliate against any employee hired for the performance of work governed by these provisions on account of race, color, religion, sex, age, disability, national origin, or ancestry. The Contractor shall include this equal opportunity clause in all subcontracts entered into under the terms of these provisions.

f. Minority/Disadvantaged Business Enterprises

It is the policy of the Local Authority to take affirmative action to ensure that minority and disadvantaged business enterprises are given the opportunity to participate in the provision of services required for federal grant programs administered by the Local Authority.

PART B. GENERAL PROVISIONS GOVERNING DEMOLITION

1. Notice to Proceed

Under no circumstances shall a Contractor initiate work on an individual demolition project without receipt (by certified mail or hand delivery) of a formal Notice to Proceed from the Local Authority, or without issuance of proper local building permits specified in Part B, Section 3: Permits and Codes, below.

2. Insurance

The Contractor shall carry the following insurance and submit a certificate of coverage to the Local Authority prior to or at the preconstruction conference. Failure to maintain the insurance shall be grounds for termination of the Contract:

Worker's Compensation: The Contractor shall ensure valid Worker's Compensation insurance coverage for all of his employees and for subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws (Chapter 97, North Carolina General Statutes).

Liability Insurance: The Contractor shall carry, and require that there be carried by the subcontractors, commercial general liability insurance with minimum coverage of \$100,000 per occurrence for property damage and \$300,000 per occurrence for bodily injury and death, and applicable commercial automobile liability, to protect the Owner, Contractor, subcontractors against claims for injury to, or death of, one or more than one person because of accidents, and against claims for property damage, which may occur, or result, from operations under the Contract. Such insurance shall cover the use of all equipment including, but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the demolition work embraced in this Contract.

3. Permits and Codes

The Contractor is expected to secure all necessary permits and licenses before the start of work. **The Contractor should make allowance for permitting costs in his bid.** Failure to obtain necessary permits will be grounds for the Local Authority to delay start of the work, but no time extension for contract completion will be given. In all operations connected with the work covered by these provisions, all federal, state, county, and local ordinances and laws controlling or limiting the actions of those engaged in the work must be respected and strictly complied with.

The Contractor shall not be held responsible for the correction of pre-existing violations of any local or state development regulation or building code not addressed by the work write-up without compensation though execution of a Change Order.

4. General Construction Guidelines

The Contractor will be expected to carry out the work activities in accordance with standards and time limits for individual units as specified in each Contract for Demolition Work.

The Contractor will be expected to fully comply with the time limits set forth in each individual Contract for Demolition Work. If unavoidable delays are encountered, a time Change Order extending the date for completion of the entire bid package or for an individual unit shall be prepared and executed according to guidelines for Change Orders set forth herein.

Storage of equipment will be permitted only for the duration of the contract and removed prior to job closing.

Any damage to the grounds resulting from mobilization of equipment shall be corrected by the Contractor prior to job closeout. When adjacent property is affected by any work done by the Contractor, it shall be the responsibility of the Contractor to take whatever steps are necessary to protect the adjacent property.

Subcontractors shall be bound by the terms and conditions of the contract insofar as it applies to their work, but this shall not relieve the Contractor from full responsibility for the proper completion of all work.

5. Default and Termination of Contract

a) Declaration of Default

The Local Authority may declare default of contract for breach by the Contractor of any material term or condition of the Contract for Demolition Work. Material breach shall include, but shall not be limited to the following:

- (1) Failure to begin work under the contract within the time specified;
- (2) Failure to provide workmen, equipment, or materials adequate to perform the work in accordance with the work write-up and/or Construction Specifications;
- (3) Failure to comply with federal, state, or local regulations/program requirements;
- (4) Refusal to replace defective work;
- (5) Insolvency or bankruptcy; or failure to secure adequate financing to perform the work;
- (6) Failure to make prompt payment to workers, subcontractors, or suppliers;
- (7) Misrepresentation of information included on written contract documents submitted to the local authority;
- (8) Failure to meet workmanship and performance standards as defined in Part B, Section 9: Performance Criteria, below.
- (9) Failure to maintain satisfactory work progress.

b) Notice of Default and Settlement of Payment Disputes

The Contractor shall be notified in writing at least ten (10) working days in advance of the intention of the Local Authority to declare a Default of Contract. If the violation is not corrected during this period, or if a written protest outlining the Contractor's position is not received by the Local Authority within ten (10) working days of receipt of the intent of the Local Authority to declare Default of Contract, the Local Authority shall terminate the Contract for Demolition Work.

Should the Local Authority elect to terminate a Contract for Demolition Work, partial payment shall be made as follows: The Contractor shall present the Local Authority with an invoice summarizing labor and materials for work satisfactorily completed. The Inspector will review the invoice and recommend payment based on his estimate of work items satisfactorily performed. In no case will the Local Authority make a partial payment after default by a Contractor that exceeds 15% of the base estimate for partial payment, regardless of invoice documentation by the defaulting Contractor. If no invoice is submitted for partial payment under default, the Local Authority will make partial payment based on the Inspector's base estimate for work performed.

Complaints or protests concerning contract termination and partial compensation shall be handled in accordance with Section 10 of the Contract for Demolition Work. All other contractual disputes shall be settled according to guidelines set forth in Section 13 of the Contract for Demolition Work.

c) Termination by Contractor

The Contractor may request time and/or cost change orders as necessary due to unavoidable delays because of inclement weather, materials shortages, or unanticipated structural or site conditions. The Inspector will recommend that the contract be terminated on the Contractor's behalf only under the following conditions:

- (1) It is impossible for the Contractor to obtain critical equipment for completion of the contract within a practical time limit; or
- (2) It is impossible for the Contractor to comply with conditions of the contract due to inclement weather or unforeseen site conditions or unanticipated structural conditions, without a major change in contract scope and/or financial reimbursement.

The Local Authority will consider petitions for termination of the contract for the above reasons only upon receiving written documentation from the Contractor. Should the Local Authority elect to terminate a contract on behalf of the Contractor, partial payment shall be made according to guidelines for partial payment under Part B, Section 5(b): Notice of Default and Settlement of Payment Disputes, above.

d) General Termination and Legal Remedies

The Contract for Demolition Work may also be terminated for additional reasons beyond the control of the Owner as outlined in Section 10 of the Contract. In such case, the Local Authority will provide the Contractor with written notification of termination on behalf of the Owner. Settlement of damages accrued by either party shall be as outlined under Part B, Section 5(b): Notice of Default and Settlement of Payment Disputes, above, and under Sections 10 and 13 of the Contract for Demolition Work.

6. Change Orders

No variation in the work write-up shall be made without a duly approved Change Order, regardless of whether or not any cost is involved. The Change Order will be prepared by the Contractor and the Inspector, and then signed by the Contractor and the Local Authority. No work covered by the Change Order shall be done until a written notice to proceed with the Change Order is presented to the Contractor by the Inspector.

All change orders will be negotiated directly by the Contractor and the Local Authority based upon line item costs included on the actual contractor's bid proposal. The Local Authority will not approve change orders that **exceed 15%** of the Inspector's independent estimate. The Local Authority will allow a **maximum 20%** markup on change orders performed directly by subcontractors and will require the Contractor to provide at least two proposals for change orders performed directly by subcontractors.

7. Interim Inspections

Authorized local, state, and federal government agency representatives shall have the right to examine and inspect work included in any Demolition Work contract financed by the Local Authority, and will inform the Local Authority directly of any noncompliance with the terms of the contract. Also, these representatives shall be permitted to examine and inspect all contracts, materials, equipment, payroll, and conditions of employment pertaining to the demolition work, including all relevant data and records.

All inspections for permitted work performed by the Inspector shall be performed as required by the Local Authority. Work performed without the required local permits and inspections will be subject to scrutiny and possible non-acceptance by the Local Authority. **The Inspector will provide coordination between the Contractor and the Local Authority, but it is the Contractor's ultimate responsibility to ensure that the necessary interim and final inspections are requested and performed.**

The Inspector and the Local Authority will make periodic visits to the job site during demolition. The Contractor will be expected to fully cooperate in the conduct of these inspections. If the Contractor is not on the job, he shall designate a responsible person who is regularly on the job to discuss conditions with these authorized representatives.

8. Final Inspection and Payment

Final inspections by the Inspector and the Local Authority will be made before 100% payment is made to the Contractor. Upon completion of all work and the correction of all punch list deficiencies, full payment shall be authorized to the Contractor. Payment shall be made within twenty (20) days following certification of completion by Inspector.

9. Performance Criteria

General Contracting Standards.

The Contractor must have a working record acceptable to the Local Authority, as defined by the performance criteria outlined in this section.

The Contractor must perform warranty work in a timely and conscientious manner. Falsification or alteration of

bid and/or contract documents will be grounds for termination of existing work and exclusion from the Local Authority's mitigation programs.

The Contractor must make regular payments to suppliers and subcontractors.

The Contractor will receive written notification from the Local Authority prior to any negative action taken regarding his performance.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and shall perform all required work in an efficient and workmanlike manner. The Contractor shall perform all the demolition work as described in the Scope of Work (Line Item Specifications) and plans, in accordance with the provisions of all the Contract Documents.

Development/building permits shall be posted and maintained by the Contractor at the job site at all times for the purposes of viewing by the Local Authority. A copy of the work write-up shall be available at the job site at all times.

The Contractor is responsible for any damages caused by encroachment on adjacent properties or on regulated setback areas. Encroachment damage shall be corrected by the Contractor at no cost to the Owner or the Local Authority.

The Contractor shall exercise due caution in the protection of existing utilities and structures and facilities during the period of demolition, unless otherwise indicated in the work write-up. Facilities include all water, gas and sewer lines; lighting, power, cable/satellite TV or telephone conduits and wires; building connections in place; and other surface and subsurface structures or lines. If, in the performance of the work, the Contractor disturbs, disconnects, or damages any of the above, all expenses of whatever nature arising from such disturbance, or in replacing or repair thereof, shall be paid by the Contractor, unless otherwise stated in the contract documents due to special circumstances.

10. Contact Information

All questions concerning the bidding process/scope of work for this program should be directed to:

Kyle Breuer, Town Manager
Town of Surf City
201 Community Center Drive
Surf City, NC 28445
(910) 328-4131 x100 Telephone
E-mail: kbreuer@surfcitync.gov

11. Permit Information

For a list of requirements and costs associated with obtaining a building permit, contact:

Surf City Community Development
116 S. Topsail Drive
Surf City, NC 28445
Phone: (910) 328-4131x101
Email: scox@surfcitync.gov

**PROJECT CONTRACT
(SAMPLE - DO NOT FILL IN OR RETURN WITH BID)**



Town of Surf City
214 N. New River Drive
Contract for Demolition Work

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor" and _____, hereinafter called the "Local Authority," WITNESSETH, that the Contractor and the Local Authority for the consideration stated herein mutually agree as follows:

WHEREAS, Local Authority desires to employ Contractor for demolition work on a non-residential structure located at **(street address/city)**, North Carolina (the Property), pursuant to the terms of this Agreement;

NOW THEREFORE, the Contractor and the Local Authority, for the consideration stated herein, mutually agree as follows:

1. STATEMENT OF WORK. The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services, and perform and complete all work required for demolition work in an efficient and workmanlike manner on the Property, all in strict accordance with the attached Scope of Work and the Instructions to Bidders, and which the Contractor by execution of this Contract acknowledges that he has received, all of which form a part of this Contract as fully as if they were herein repeated.
2. CONTRACT PRICE. The Local Authority will pay the Contractor the sum of Dollars (\$) _____, for the demolition work listed herein.
3. METHOD OF PAYMENT. Final (100%) payment for the demolition work included hereunder will be authorized only after:
 - Site Inspection and approval of the completed work by the Local Authority.
 - Submission of an invoice by the Contractor to the Local Authority which will include certification of final inspection and other applicable work certifications.

The Contractor, by execution of this Agreement, will hold the Local Authority harmless from all claims or liens for labor or materials furnished or used in the performance of the work covered by this Contract, whether furnished or used by the Contractor or any subcontractor.

4. TIME FOR COMPLETION. The work which the Contractor is required to perform under this Contract shall be commenced within (_____) days after the Contractor's receipt of a written Notice to Proceed from the Local Authority and shall be fully completed within _____ consecutive calendar days following the date of the formal Notice to Proceed. Prior to commencement of work, Contractor shall give notice of the date said work will commence. Failure to commence or complete the work as herein provided shall be considered a material breach of this Contract unless the Local Authority grants a contract time extension because of extenuating circumstances beyond the Contractor's control.

5. CARE OF WORK. The Contractor shall exercise proper precaution at all times and shall be responsible for all damages to persons or property, either on or off the premises, that occur as a result of his fault or negligence in connection with the prosecution of the work. The Contractor shall be responsible for the proper care and protection of all work performed until completion and final acceptance.

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Agreement without the written approval (change order) signed by the Local Authority. The Contractor shall submit a list of subcontractors for approval prior to the commencement of the work.

The Contractor agrees to observe all applicable laws and building and development codes.

The Contractor shall promptly pay all bills for labor performed and materials provided to the property.

6. INDEMNIFICATION OF LOCAL AUTHORITY. The Contractor shall indemnify and save harmless the Local Authority and agents of the Local Authority from liability for any injury or damages to persons or property resulting from his prosecution of work under this Contract, including all work performed by his subcontractors. The Contractor shall, at all times, comply with all applicable laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the Local Authority and agents of the Local Authority against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney's fees, charges, liability and exposure, however caused - arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by himself, or his employees and his subcontractors, or in any way connected with the Contractor's negligent performance or nonperformance of the terms of the contract.

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and permit fees and obtain any business licenses necessary to perform under the terms of this Contract. The Contractor will be responsible for all OSHA safety regulations and fines that may occur due to the negligence on the Contractor's part.

Any unusual, concealed or changed conditions are to be immediately reported to the Local Authority. The Contractor shall be responsible for the protection of existing utilities, roads, adjacent buildings, and other permanent fixtures. Any unnecessary damage will be repaired at the contractor's expense.

7. INSURANCE AND INDEMNIFICATION OF CONTRACTOR. Contractor shall carry or require that there be carried Worker's Compensation Insurance for all of his employees and those of his subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws (Chapter 97, North Carolina General Statutes). The Contractor shall carry liability and automobile insurance, as outlined in the Instructions to Bidders, and submit a certificate of coverage prior to the commencement of work. Additionally, the Contractor assumes liability for the actions of all of his employees and subcontractors involved in the execution of work covered by this Contract, and assumes total responsibility for ensuring that his subcontractors carry liability insurance satisfactory to indemnify himself from damage or injury

caused by their negligence. Failure to maintain the insurance shall be grounds for termination of the Contract.

The Contractor is advised that he bears the financial responsibility for replacement of materials and equipment stored on site that are stolen or damaged during construction, and for damage to improvements made under the terms of this agreement due to vandalism, mishap, wind, high water, or fire.

8. LOCAL BUILDING INSPECTION COMPLIANCE. The Contractor and his subcontractors are expected to secure all necessary local building inspection permits, privilege licenses, etc., required to perform work prior to commencement of demolition; to inform the local building inspector of work progress; and allow the local building inspector access to working areas to inspect work in progress as prescribed by local regulations and routine. The Contractor shall give all notices required and comply with all applicable laws, ordinances and codes of all local authorities and shall, at its own expense, secure and pay the fees/charges for all permits required for the performance of the contract work called for under this Agreement.
9. WRITTEN CHANGE ORDERS. No changes concerning the work to be performed under the terms of this Contract shall be made without a duly approved Change Order, regardless of whether or not any cost is involved. The Change Order will be prepared by the Contractor and the Local Authority. No work covered by the Change Order shall be done until a duly executed and approved copy is returned to the Contractor. Any extra work done without written authority shall be considered unauthorized work done at the expense of the Contractor. Work so done may be ordered removed and replaced at the Contractor's expense.
10. TERMINATION OF CONTRACT. This Contract may be terminated by 1) the Local Authority if the Contractor breaches conditions of this Contract; 2) by the Local Authority on behalf of the Contractor should the Contractor be found unable to complete work due to circumstances beyond his control. Provisions concerning Default and Termination of Contract for unsatisfactory performance are outlined in detail in the Instructions to Bidders, and are incorporated herein by reference. The Contractor shall not be held liable for damages under this paragraph solely for reasons of delay if the delay is due to causes beyond his control and without his fault or negligence, but this shall not prevent the Local Authority from terminating this Contract because of such delay.

In the event the Contractor, at any time during the progress of the work, fails or neglects to supply sufficient materials or qualified workmen, or abandons the work, or becomes insolvent or bankrupt, or for any other cause defaults in the prompt performance of this Agreement, the Local Authority may terminate this Agreement as defined above after first giving the Contractor ten (10) calendar days notice in writing to proceed with the work in accordance with this Agreement. The notice shall also dictate a final completion date for the remainder of the work. This notice shall be delivered to the Contractor in person, by certified letter addressed to the Contractor at the last known address of such Contractor, or by posting of the same on the Property.

The Local Authority shall have full power and authority to employ any person or persons as qualified to complete the whole or part of the work or to enter into any new contracts for the completion thereof, and may charge the cost thereof against the contract balance without prejudice to any other remedy which the Local Authority may have against the Contractor for breach of this Agreement. If the unpaid

contract balance exceeds the expense of finishing the work, including compensation for additional managerial and administrative services, the remaining balance shall be deducted from the Local Authority's loan balance. If the unpaid contract balance is less than the expense of finishing the work, including compensation for additional managerial and administrative services, the Local Authority may exercise any legal remedies available against the Contractor to recover the difference.

The obligation to provide further services under this Contract may also be terminated by the Local Authority upon ten (10) days written notice in the event that the Local Authority is unable to provide payment for uncompleted portions of work or authorize completion of unfinished work due to circumstances beyond the control of the Local Authority. In the event of such termination, the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Local Authority. The Contractor, however, shall not thereby be relieved of liability to the Local Authority for damages sustained by the Local Authority by reason of any breach of the Contract by the Contractor, and the Local Authority may withhold any payments from the Contractor for the purpose of setoff until such time as the amount of damages due the Local Authority from the Contractor is determined.

11. **SUSPENSION/TERMINATION OF SUBCONTRACTORS.** The Local Authority may, at its sole discretion, advise the Contractor to suspend or terminate the services of a Subcontractor for breach of the conditions of applicable sections of this contract, including faulty workmanship or deviation from bid specifications.
12. **EMPLOYMENT REQUIREMENTS.** It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sex or national origin with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy as by law provided; and this provision shall be construed in such manner as to prevent and eradicate all discrimination based on age, handicap, race, color, creed, sex or national origin. The Contractor agrees to comply with all equal employment, affirmative action, and labor standards compliance requirements outlined in the Instructions to Bidders, all of which are incorporated herein by reference, and which the Contractor by execution of this Contract acknowledges that he has received, all of which form a part of this Contract as fully as if they were herein repeated.
13. **DISPUTES AND LEGAL REMEDIES.** In the event that there is any question or dispute with respect to the interpretation or the manner of implementation of this Agreement or related documents or with respect to the execution and progress of the work called or hereunder, the parties hereto agree that said questions or disputes shall be submitted to the Inspector for settlement. The Inspector shall provide a written statement of its findings to the Local Authority and the Contractor within ten (10) business days after the question or dispute is submitted in writing.
14. **DEBARMENT AND SUSPENSION PROVISION.** The Contractor certifies that neither the company itself nor any of its principals or subcontractors is currently debarred, suspended, or otherwise excluded from, or ineligible for participation in, Federal assistance programs.
15. **ASSIGNMENT.** Neither Local Authority nor Contractor shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this

Contract. Nothing contained in this paragraph shall prevent the Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the work covered by this contract.

- 16. NOTICE TO PROCEED. This Contract and all provisions outlined herein will not be in effect until the Local Authority has delivered a formal written Notice to Proceed to the Contractor that provides an effective date of Contract authority.

The Contractor and the Local Authority hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

Witnessed:

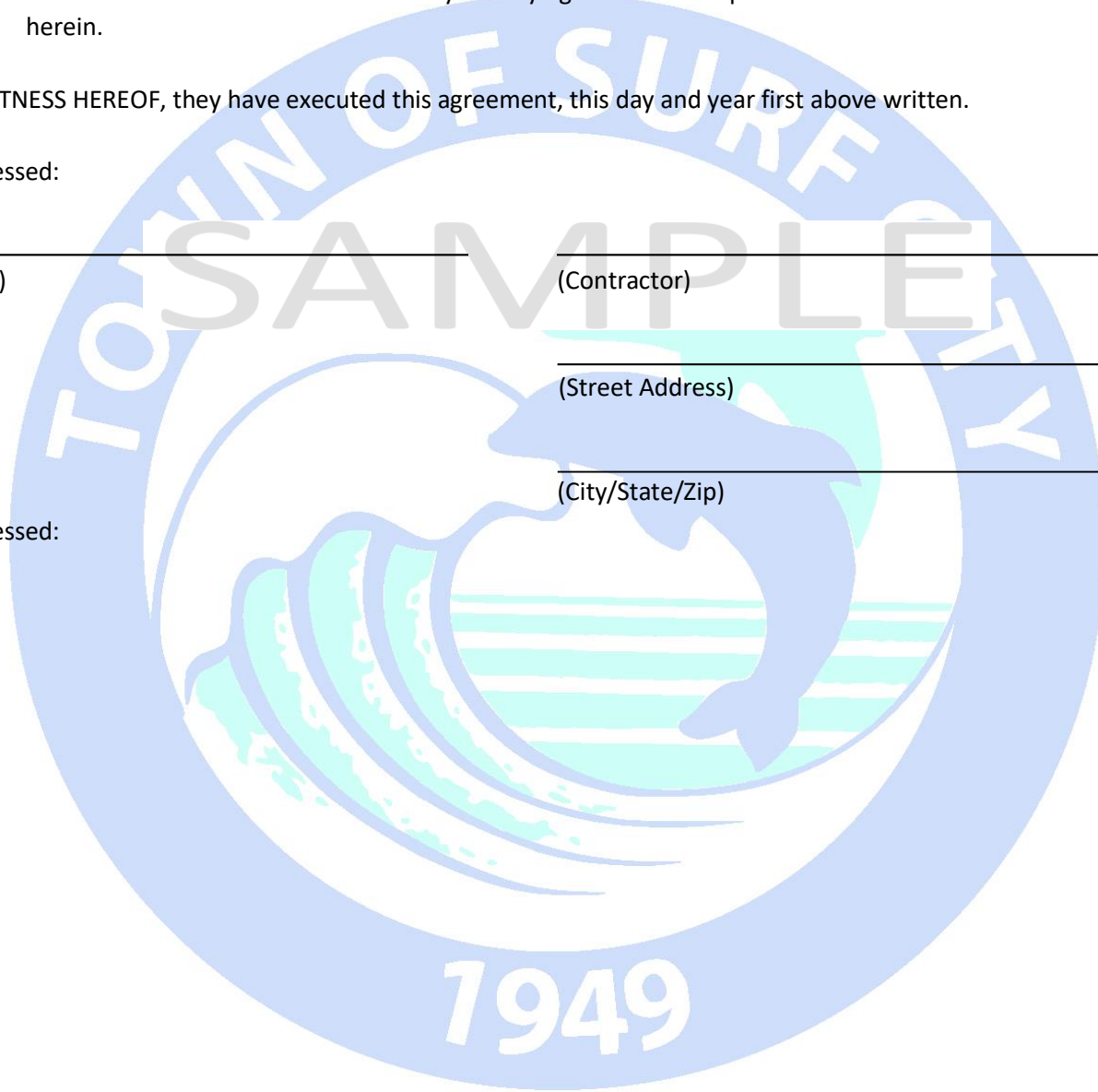
(SEAL)

(Contractor)

(Street Address)

(City/State/Zip)

Witnessed:



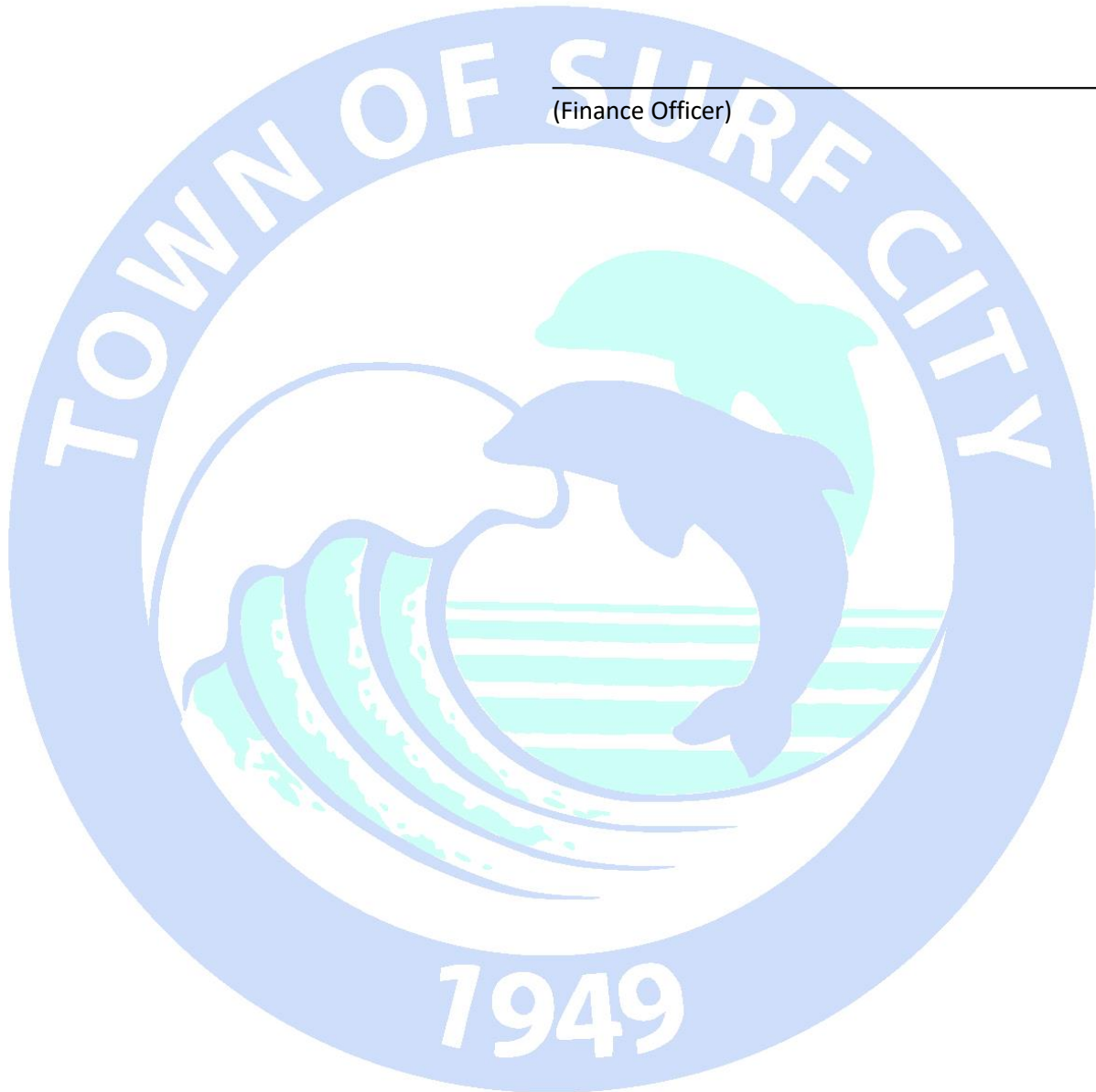
(SEAL)

(Local Authority)

Date:

This contract has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

(Finance Officer)



Town of Surf City
214 N. New River Drive

Contract for Demolition Work Attachment A Special Provisions for Professional Services Contracts

During the performance of this Contract, the Contractor and the Local Authority agree as follows:

- 1) **Non-Discrimination and Affirmative Action Clauses.** During the performance of this Contract, the Contractor and the Agency agree to abide by the regulations set forth in the following five clauses:
 - a) *Non-discrimination Clause, Section 109, Housing and Community Development Act of 1974.* The Contractor will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.
 - b) *Executive Order 11246 Clause.*
 - i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
 - ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - iii) The Contractor will send to each labor union or representative of workers with which he

has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



- v) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vi) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 - vii) The Contractor will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- c) *Non-discrimination on the Basis of Age – Age Discrimination Act of 1975, as amended.*

The Contractor will not discriminate against any qualified person on the basis of age, nor will the person be excluded from participation, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

- d) *Non-discrimination on the Basis of Disability – Section 504 of the Rehabilitation Act of 1973, as amended*

The Contractor will not discriminate against any qualified disabled person, nor will the person be excluded from participation in, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

2) **Termination and Legal Remedies.** The Contractor and Agency mutually agree as follows:

- a) The Contractor may terminate this Contract immediately in the event Agency fails to make payment of any amount due to the Contractor within sixty (60) days of its due date.
- b) Either party may terminate this Contract in the event the other party materially breaches this Contract or fails to perform in any material respect to its obligations hereunder; provided that if

a party believes that the other party has materially defaulted under or breached this Contract (other than a breach of a payment obligation) and desires to terminate this Contract because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Contract, effective as of the last day of such period.

c) This Contract may be terminated by one party if the other party (1) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

d) Either party may voluntarily terminate this Contract by giving the other party at least sixty (60) days advance written notice of such termination.

Upon receipt of a notice of termination from Agency, (i) the Contractor shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the Agency all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process, and (ii) Agency shall pay Contractor all fees and expenses due for services rendered through the date of termination, and reimburse the Contractor for all costs and expenses relating to commitments made by the Contractor prior to receipt of notice of termination.

3) **Project Documents and Access to Records and Record Retainage.** The Agency, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain the records outlined above for three years after the Agency has received a Certificate of Completion from the State Grantor Agency.

All documents including drawings and specifications prepared by Contractor pursuant to this Contract are instruments of service in respect of the Contract. They are not intended or represented to be suitable for reuse by the Agency or others on extensions of the project or on any other project. Any reuse without written verifications or adaptation by Contractor for the specific purpose intended will be at the Agency's

sole risk and without liability or legal exposure to Contractor; and Agency shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any third party claim relating thereto. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by Agency and Contractor.

4) **Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code.**

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 5) **Interest of Members, Officers, or Employees of the Agency, Members of Local Governing Body, or other Public Officials:** No member, officer, or employee of the Agency, or its agents, no member of the Agency's governing body, and no other public official of the Agency who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract.

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6) **Sanctions for Noncompliance.** In the event of Contractor's non-compliance with the special provisions of this Contract, the Agency shall impose such contract sanctions as it or the State of North Carolina, including, but not limited to:

- a) withholding of payment(s) to the Contractor under the Contract until the Contractor complies, and/or
- b) cancellation, termination or suspension of the Contract, in whole or in part.

The Agency and Contractor each binds himself, his partners, successors, executors, administrators, and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

The Local Authority and the Contractor hereby agree to the full performance of the covenants contained herein.

Witnessed:

_____ (Contractor) (SEAL)

(Street Address)

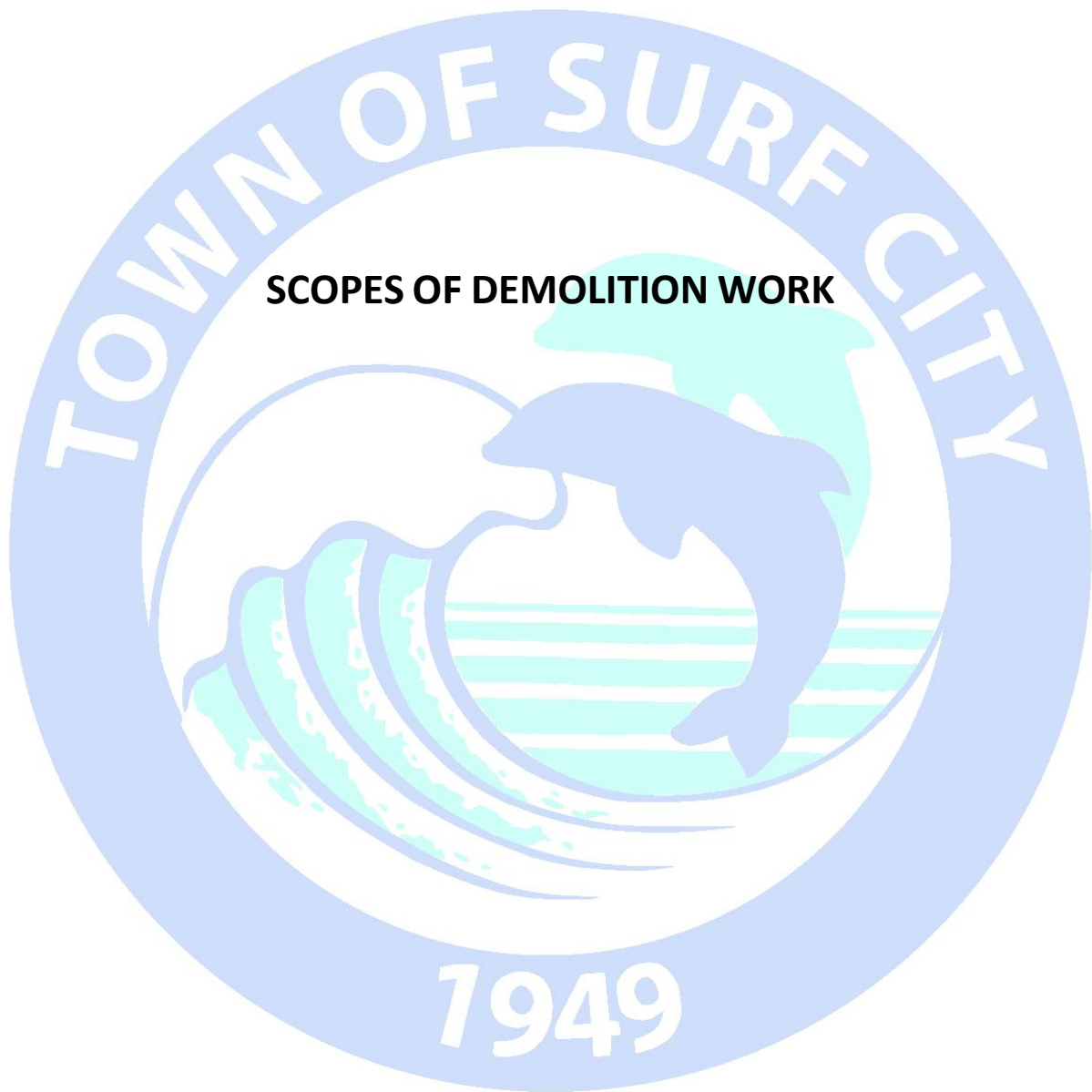
(City/State/Zip)

Witnessed:

_____ (Local Authority) (SEAL)

Date:





SCOPES OF DEMOLITION WORK

**Town of Surf City
214 N. New River Drive**

Demolition Scope of Work

214 N. New River Drive



**INSPECTOR'S FIELD CHECKLIST SCOPE OF
DEMOLITION WORK**

Project 214 N. New River Drive

Street Address 214 N. New River Drive Surf City, NC 28445

1. Contact servicing electrical utility and have electrical services to the existing residential structure disconnected.
2. Completely dismantle existing collapsed and/or dilapidated structures noted below, and dispose of all debris in a place and manner acceptable to the local building code enforcement authority that would not violate or pollute the environment or be hazardous to the health, safety and welfare of the general public.

Structure #1: Commercial Dwelling with elevator

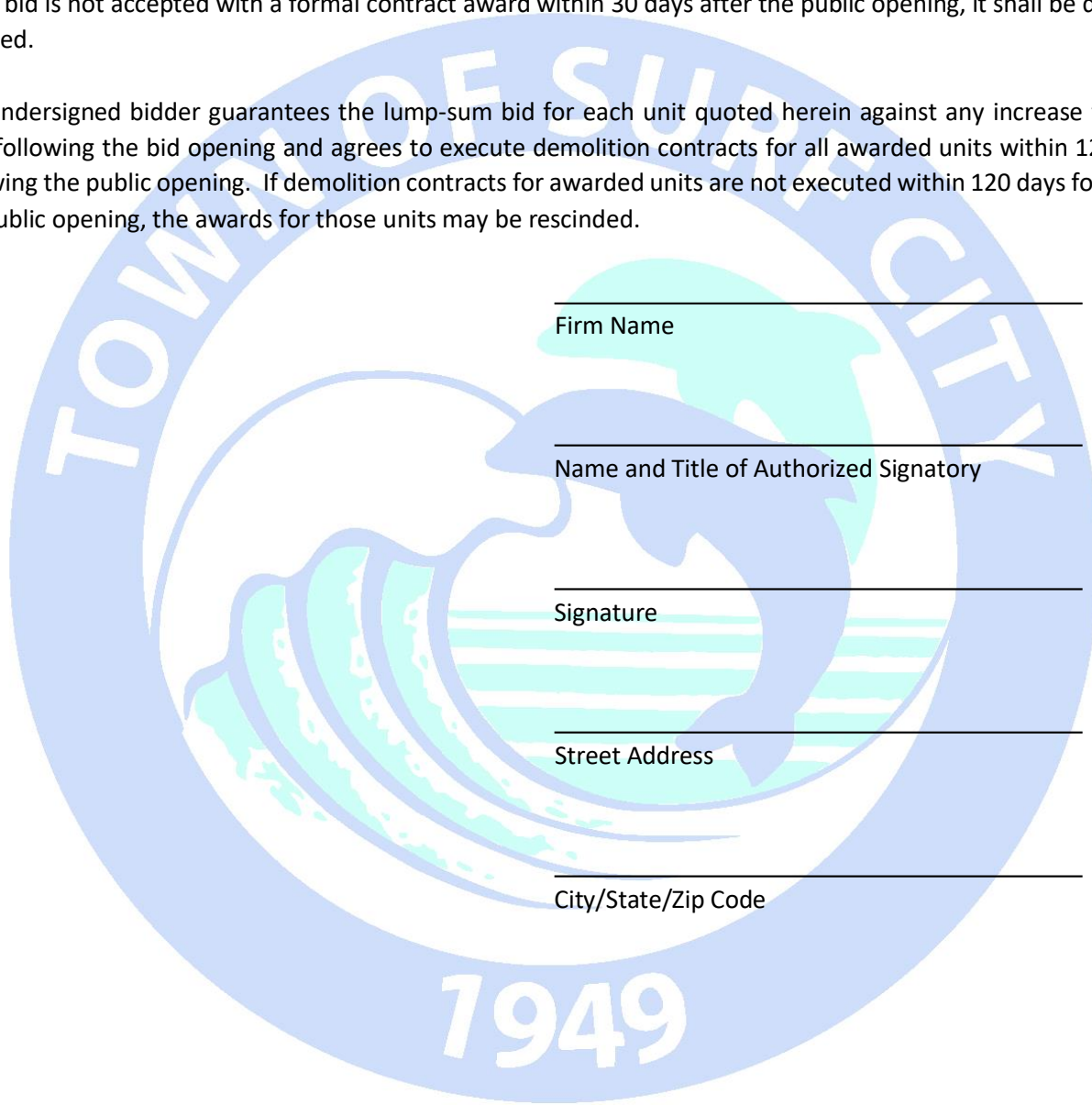
3. Remove the following rubbish/debris/junked vehicles and dispose of all debris in a place and manner acceptable to the local building code enforcement authority that would not violate or pollute the environment or be hazardous to the health, safety, and welfare of the general public.
4. Contractor shall haul in topsoil fill dirt for all holes, ditches, or depressed areas left as a result of the demolition prior to placing gravel. Contractor will note that NO ON-SITE BURNING SHALL BE ALLOWED.
5. If underground storage/fuel/cistern tanks are discovered on the property that were not in the scope of work, demolition shall cease and the Contractor must report this discovery to the Inspector and Local Authority for an inspection. The Contractor will not be responsible for this inspection unless otherwise agreed upon by means of a written change order. If required, disposal of tank(s) shall be negotiated under a separate contract with a contractor qualified to remove hazardous materials in accordance with DEQ requirements.
6. The Contractor is advised that in accordance with 40 CFR §82.156(f), the US Environmental Protection Agency requires that Contractors involved in the final disposal of appliances to ensure that all refrigerant gases have been removed prior to final disposal. The same Contractor must keep records verifying proper refrigerant removal from end-of-life appliances.
7. **Disposal Certification:** After clearance, the Contractor shall submit waste shipment tickets identifying the quantity and disposal site location of all materials transferred to landfill or other waste disposal sites approved by the Local Authority, and/or written certifications that materials removed from the clearance site have been stored or recycled by the Contractor in accordance with local and state regulations, including identifications of types and quantities of materials stored/recycled and location of storage or recycling sites.
8. **Asbestos Removal:** No Asbestos-Containing Materials (ACMs) were identified for these units.

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, and that no official or any employee of the Town will be admitted to any share or part of the contract or any benefit that may arise therefrom if the contract is awarded to this company.

It is distinctly understood that the Town reserves the right to reject any and all bids or to waive any and all informalities therein should it deem it to be in the best interest of the Town.

If this bid is not accepted with a formal contract award within 30 days after the public opening, it shall be deemed rejected.

The undersigned bidder guarantees the lump-sum bid for each unit quoted herein against any increase for 120 days following the bid opening and agrees to execute demolition contracts for all awarded units within 120 days following the public opening. If demolition contracts for awarded units are not executed within 120 days following the public opening, the awards for those units may be rescinded.



Firm Name

Name and Title of Authorized Signatory

Signature

Street Address

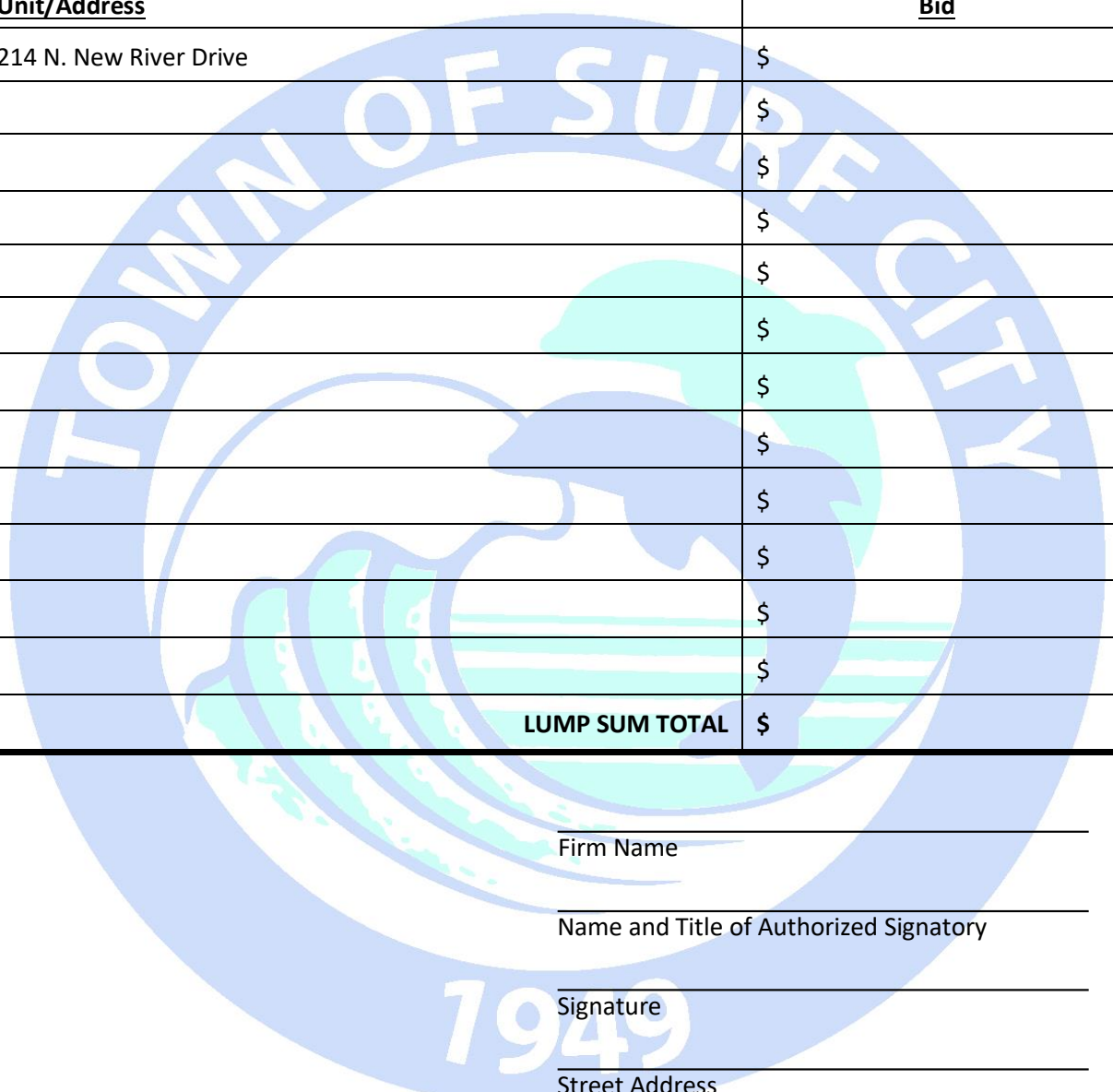
Date:

City/State/Zip Code

Town of Surf City
DEMOLITION AND LOT CLEARANCE WORK
BID PROPOSAL SUMMARY

The undersigned hereby declares that he has carefully examined the Contract for Demolition Work and Scope of Work in the Instructions to Bidders, and will provide all materials and equipment and perform all work in accordance with the demolition requirements under them for the following sum to wit:

<u>Unit/Address</u>	<u>Bid</u>
214 N. New River Drive	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
LUMP SUM TOTAL	\$



 Firm Name

 Name and Title of Authorized Signatory

 Signature

 Street Address

Date:

 City/State/Zip Code

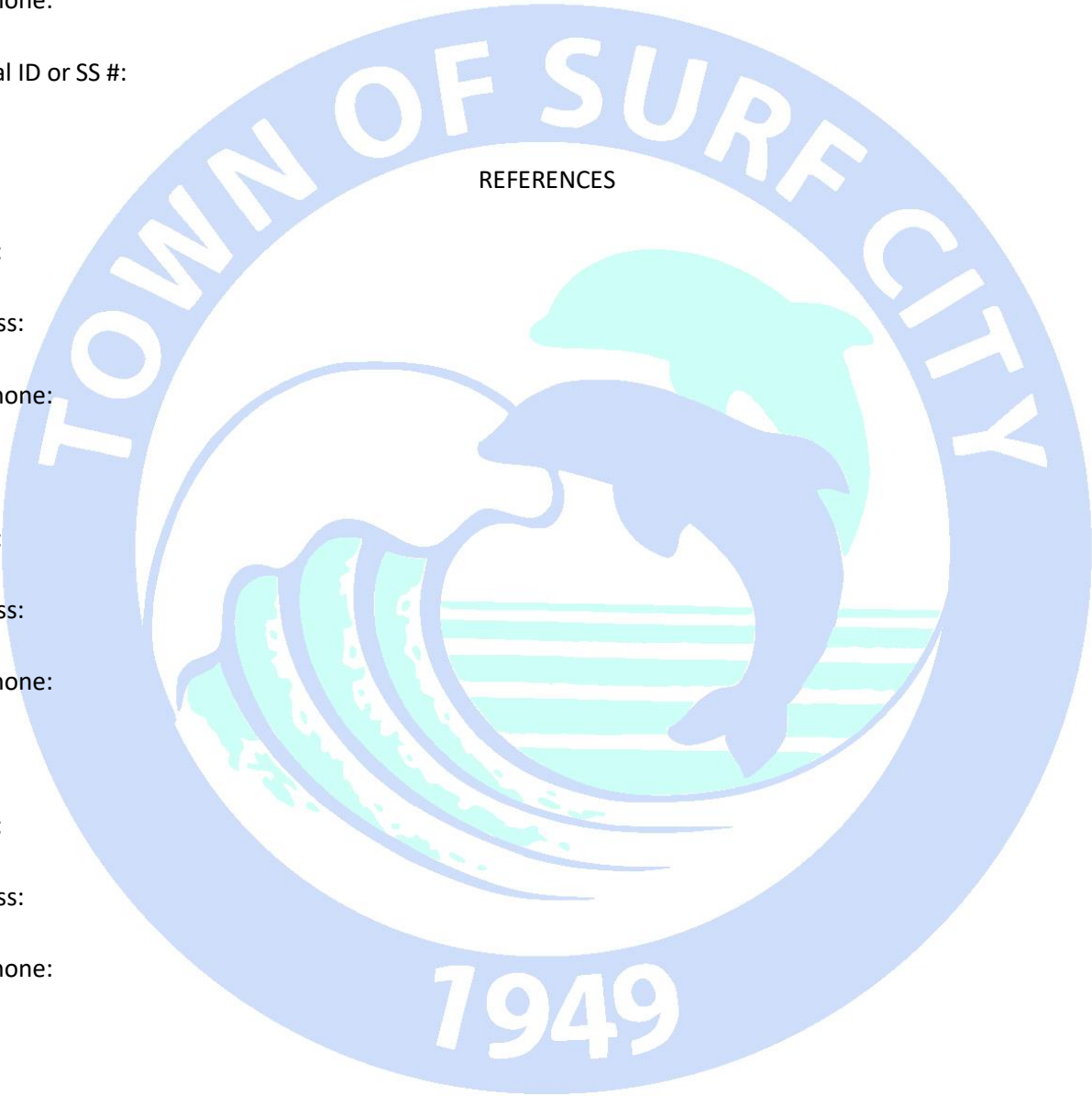
**Town of Surf City
DEMOLITION AND LOT CLEARANCE WORK
CONTRACTOR REGISTRATION**

Contractor:

Address:

Telephone:

Federal ID or SS #:



REFERENCES

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Name:

Address:

Telephone:

**SUBMIT A CERTIFICATE OF GENERAL
LIABILITY AND AUTOMOBILE LIABILITY
INSURANCE WITH YOUR BID!!**

