



**NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT
(DISASTER RECOVERY SECTION)**

INVITATION FOR BIDS

IFB Title: State Disaster Recovery Act Single-Family Home Demolition Project No. 26

Grantee: New Hanover County

Projects: Demolition of One (1) Home

Issue Date: October 28, 2020

**Bid Opening Date: Thursday November 12, 2020, at 2:00 PM at OSBM-DR Conference Room,
Dobbs Building, Raleigh, NC**

The State of North Carolina, through the Office of State Budget & Management Disaster Recovery Section (“OSBM-DR”), serving as Program Manager for the North Carolina Division of Emergency Management (“NCEM”) for the State Disaster Recovery Act (“DRA”) Programs for 2017 and 2018, will be accepting sealed bids for the demolition of one (1) single-family homes identified below OSBM-DR issues this Invitation for Bids (“IFB”) on behalf of New Hanover County (the “County”) pursuant to a DRA grant NCEM awarded the County for housing recovery following Hurricane Florence.

The home to be demolished are located at:

1410 S 7th Street Wilmington – Roberts Residence

Enclosed please find the Bid Proposal Form which must be filled out completely and attach all documentation identifying your firm’s qualifications to perform the requested services. Only the Bid Proposal Form and requested documentation must be submitted in a sealed envelope to OSBM-DR pursuant to the following delivery instructions. However, all Bidders understand that the Contract Award(s) include all pages of the IFB and its attachments.

SEALED BID DELIVERY LOCATIONS

As a result of the COVID-19 Pandemic, there is limited access to our building, State employees have been ordered to telework as much as possible, and OSBM-DR cannot assure bidders that regular U.S. Mail delivers will be processed and delivered to our section within any specific time frame, there may not be public access to our building to allow for overnight mail deliveries, and/or there may be no access to our building without making an appointment assuming there are no stay-at-home orders in effect in North Carolina or in Wake County. Therefore, the following shall be the acceptable delivery methods:

Electronic Transmission is the Preferred Delivery Method:

1. Email in PDF (Image Only/TIFF/JPEG format) to:

OSBM-DR's Administrative Assistant: christine.salome@osbm.nc.gov

and original mailed to:

Mail to:

Richard Trumper, Senior Construction Manager
Office of State Budget & Management-Disaster Recovery Section
Mail Service Center 20320
Raleigh, NC 27699-0320

Bidder must email bid on or before the Bid Opening date and time, and the transmittal email should request a receipt of delivery. THE TRANSMITTAL INFORMATION SHOULD NOT CONTAINING ANY PRICING INFORMATION AND SHOULD ONLY STATE THE BIDDER'S LEGAL NAME AND OSBM-DR IFB NUMBER. The original must be mailed so that is received by OSBM-DR no later than five (5) days after the Bid Opening Date. All timely bids received by email will be conditionally accepted but subject to rejection if the original is not received by our office in regular mail by the close of business on the fifth day after the Opening Date.

OSBM-DR's administrative assistance will forward all bids to the OSBM-DR staff responsible for the bid opening on the bid opening date and will also set up a back-up folder for the bids in a networked folder that can be accessed by OSBM-DR staff on the Opening Date.

2. Hand-Delivery BY APPOINTMENT ONLY to:

Richard Trumper, Senior Construction Manager
Office of State Budget & Management-Disaster Recovery Section
Dobbs Building, Suite 2228
430 N. Salisbury Street
Raleigh, NC 27603
(984) 236-0735 (Office)
(919) 810-7682 (Mobile-Telework Contact)

Hand-delivery is discouraged while there is a State of Emergency (State and federal) for COVID-19 Pandemic, and hand-delivery is only permitted if a bidder is unable to scan and email its bid by the preferred method. The bidder must speak with OSBM-DR's Senior Construction Manager at least 24 hours in advance to discuss hand-delivery and if hand-delivery is approved by the Senior Construction Manager, then a delivery location will be agreed to and as well as the social distancing and the safety measures that will be followed during the delivery. Bidder must not have any conversation with the Senior Construction Manager regarding the IFB or any bid submitted in response to the IFB. The delivery must be cancelled if either party is experiencing any symptom of a cold, flu and/or COVID-19, or a party knows he or she has been exposed to an individual who has tested positive for COVID-19 or knows that a person he or she has been exposed to has taken a COVID-19 test but has not received the test results.

OPTIONAL PRE-BID MEETING/CONFERENCE CALL

An optional pre-bid conference will be held for all interested bidders on **Wednesday, November 4, 2020, from 2:00 pm to 2:30 pm by CALL IN ONLY on the OSBM-DR Meet Me Line at (919) 716-0711.**

The meeting will address project specific questions, issues, bidding procedures, scheduling, review of demolition specifications and lots, and bid/contract forms. Written inquiries regarding the IFB may be email to OSBM-DR (Richard Trumper, Senior Construction Manager) at richard.trumper@osbm.nc.gov up until 5:00 pm on November 4, 2020, and OSBM-DR will post an addendum of answers to those inquiries or questions presented at the pre-bid meeting by Friday November 6, 2020 at 5pm.

DEADLINE FOR DELIVERY & PUBLIC OPENING

Proposals will be received up to 2:00 PM on Thursday November 12, 2020 and, immediately thereafter, they will be opened publicly in the OSBM-DR Conference Room (no. 2228, second floor). The bid opening has been scheduled from 2:00 pm to 2:30 pm. Bidder attendance at bid opening is not mandatory and all bidders will receive a copy of the bid tabulation. OSBM-DR will make a preliminary statement at the opening that will identify all bidders that submitted timely bids and a statement for each bid as to whether it technically complied with the IFB's instructions. OSBM-DR will issue a bid tabulation to all bidders within one or two business following the public opening and the tabulation will provide an average price for each bidder, an average price per square foot for the demolitions, or the total lump sum price of each bidder subject. The bid tabulation will also be posted on the North Carolina Interactive Purchasing System's website by the State Construction Office for OSBM-DR. OSBM-DR reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

1. The Bid Form of Proposal included in this IFB that was furnished to the bidder was not used or was altered.
2. A bidder adds any provision reserving the right to accept or reject any award.
3. A bidder makes unauthorized additions to the proposed contract, submits a conditional bid (i.e., reserves a right to negotiate the final contract price after award, etc.), or the bid contain material irregularities that tend to make the bid incomplete, indefinite or ambiguous as to its meaning or pricing.
4. A bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
5. A bidder fails to comply with other instructions stated herein.
6. A bidder is not authorized to transaction business in the North Carolina, bidder has been suspended from doing business in North Carolina by the N.C. Secretary of State, is under a revenue suspension by the N.C. Carolina Department of Revenue, bidder has been suspended or debarred from public contracting by any local, state or federal government entity, and/or the State Construction Office has received a negative evaluation regarding bidder's performance on a state construction project.

After the opening of bids, no bid may be withdrawn, except under the provisions set forth in Section 143-129.1 of the North Carolina General Statutes. A bidder's pricing shall remain valid for a period of forty-five (45) days unless otherwise specified in bid or an addendum to the IFB. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder, and OSBM-DR reserves the right to seek compensation from the original successful low bidder to cover any increased costs between the two bids.

INSTRUCTIONS TO BIDDERS, EVALUATION OF BIDS AND CONTRACT AWARD

For a proposal to be considered it must be in accordance with the following instructions:

1. Bid Proposal Format & Content:

Bidders must use and complete the Bid Proposal Form included in this IFB and must fill in all blank spaces regarding prices and schedule for each demolition project that Bidder is interested in performing the specified work. The bidder shall write "No Bid" in blank spaces for any home that bidder does not want to work on.

If bidder desires to request any change to the attached Contract General Terms and Conditions, it must submit such request prior to the deadline to submit written inquiries. No modification to the contract form will be permitted after the public opening, if such modification may affect the pricing in the bid.

Photocopied, emailed or faxed bid proposals will not be considered.

Any bidder modification to the Bid Proposal Form may result in disqualification all or part of the bid depending on what was modified. OSBM-DR reserves the rights to reject all bids. OSBM-DR may also waive minor informalities in any bid.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary, in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the documents are executed on the part of a limited liability company, they shall be executed by the managing member (if any) or all members (if the company does not include a written authorization delegating the authority to enter into contracts to the member that submitted the bid), and the bid must be attested by the secretary or assistant secretary of the company (if any) or properly notarized if the company does not have a secretary or assistant secretary, and the title of the office of such persons shall appear after their signatures. The seal of the company (if any) shall be impressed on each signature page of the documents.
- e. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- f. All signatures shall be properly witnessed.
- g. Provide a copy of the Contractor's North Carolina contractor's license (if any). If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal and a copy of that license included in the bid. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed and delivered to OSBM-DR in an opaque sealed envelope, marked "Bid" and bearing the IFB Title of "**State Disaster Recovery Act Single-Family Home**"

Demolition Project No. 26” clearly marked on the outside of the bid envelope with Bidder’s name and the contractor’s license number appearing on the outside of the envelope. It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. All late bids shall be disqualified regardless of the reason for late delivery.

Except for good cause shown to OSBM-DR, no bid may be withdrawn after the public opening of bids. All bidders shall remain valid for 45 days.

2. **Statement of Bidder’s Experience and Project References:** Bidder must include a brief statement, cover letter, and/or copies of webpages that describes the Bidder’s demolition experience (e.g., types of structures demolished, approx. number of homes demolished, experience in abating and/or managing the abatement of hazardous materials (such as asbestos, lead-based paint, underground storage tanks, etc.), length of time in business of demolition, general contracting, and/or site work subcontracting, experience in septic tank installation and/or demolitions).

Before and after photographs of home demolition projects within the last three years is encouraged to show bidder’s workmanship, but failure to provide photographs will not serve as a basis for rejecting any bid.

Bidder may include landfill requirements and demolition permit requirements for disposing of the debris from the two homes in its bid. Please also include any prior experience with any state or federal disaster housing recovery programs, and/or experience working with any local housing authority or North Carolina Housing Finance Authority.

The Bidder’s statement shall also identify the surety that may be required to furnish payment and performance bonds. Bidder shall identify its insurer(s) who will be providing commercial general liability, workers’ compensation insurance, and automobile insurance coverage during the demolition phase of the Projects. Bidder should include contact information for its the agent(s) for its surety and insurer(s).

Bidder’s statement or letter must include: (1) at least three references demolition projects completed within the last two years; (2) and the estimated project duration (in calendar days) it will take Bidder to demolition each home; and (3) a total duration (in calendar days) to demolition both homes if bidder seeks a contract award for both homes.

3. **Examination of Conditions:** It is understood and mutually agreed that by submitting a bid the bidder acknowledges that Bidder has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and Bidder is satisfied as to the nature of the work, the condition of existing buildings and structures to be demolished (if any), the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that bidder is satisfied with the physical conditions existing at the lots and that Bidder can demolish the home(s) on the lots for the price(s) set forth in its bid.

Each bidder may, at its own expense, make such additional surveys and investigations as bidder

may deem necessary to determine bid prices for the performance of the work in the durations requested by OSBM-DR.

4. Historically Underutilized Business Participation:

N.C. Gen. Stat. § 143-128.2 establish a ten percent (10%) goal for participation by minority and women owned businesses in total value of work for DRA-17 Projects that have been historically underutilized (“HUB”). The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits are found on the N.C. State Construction Office website. In furtherance of this goal and Governor Roy Cooper’s Executive Order No. 24, OSBM-DR will encourage general contractors to make good faith efforts to utilize HUB subcontractors and suppliers in providing at 10% of the materials and/or labor for each project. A successful bidder shall make good faith efforts to obtain HUB subcontractor participation for demolition work.

A bidder may demonstrate good faith efforts by submitting one of the following documents with its Bid: (1) a statement or letter that bidder is a HUB contractor; (2) a statement or letter that lists the HUB subcontractors or suppliers it intends to use for each project that a bid will be submitted on, and include the proposed scopes of work/suppliers and estimated costs for each HUB; (3) a statement or letter that describes the contractor’s pre-bid good faith efforts to achieve the HUB participation goal prior to bid and explain how those efforts were not successful in achieving the state participation goal; or (4) a statement or letter of the good faith efforts the contractor will make after the public opening of the bids and it is identified as submitting any lowest responsible bid for any project, in which case, the contractor will have five (5) business days to make a good faith effort to achieve the 10% HUB participation goal.

5. Bid Evaluation and Contract Award:

The award of the contract will be made to the lowest responsible bidder and OSBM-DR intends to make contract awards within five (5) business days following the public opening. OSBM-DR reserves the right to make a single contract award or multiple contract awards to any lowest responsible bidder(s) capable of meeting the preferred delivery deadlines.

In determining the lowest responsible, responsive bidder, OSBM-DR shall take into consideration: costs; proposed completion time(s) for the demolition of the home(s); past experience and performance on prior demolition projects; building capacity (i.e., the ability to mobilize and complete the demolition projects by OSBM-DR’s requested completion date); quality of bidder’s demolition work; review or ratings of surety (if any) and insurers identified by Bidder, and any information provided by owners if references are checked by OSBM-DR during the evaluation process.

OSBM-DR reserves the right to review and consideration information on Bidder’s webpages and to conduct general internet searches regarding the Bidder and, to the extent, OSBM-DR considers these sources of information, OSBM-DR may request any Bidder to provide supplemental information.

Should OSBM-DR determine that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified of OSBM-DR’s determination. After contract award, the procurement file will become a public record except for any pricing information the unsuccessful bidders’ mark as trade secret prior to submit their bids.

HOMEOWNER RESPONSIBILITIES PRIOR TO DEMOLITION

- 1. Electrical Service:** Homeowner will make arrangements with the electrical utility to remove any meter and disconnect power from home prior to start of any demolition work.

2. **Fuel Services:** Homeowner shall discontinue any fuel delivery to the home. County data and OSBM-DR inspections of the properties did not reveal any natural gas lines serving the home. Any other utility service must be shut down by appropriate parties.
3. **Personal Property and Fixtures:** County and OSBM-DR have instructed the homeowners to start moving all personal property, pets, fixtures, undamaged appliances firearms, household hazardous materials (e.g., motor oil, cleaning products, etc.), medication, drugs, and all other valuables) from their homes, which should be completed prior to Contractor obtaining demolition permits and mobilization to the Project sites.
4. If prior to the start of demolition, Contractor finds any personal property of value that is not obviously damaged, functional fixtures of value, and/or functional appliances in the home notwithstanding the foregoing representations and any inspections of the homes by County and/or OSBM-DR, Contractor shall photograph the subject items and send those pictures to OSBM-DR and County. Contractor, County and OSBM-DR will make reasonable efforts to contact homeowner to confirm the intent to abandon such personal property or whether Owner intends to immediately remove the subject property. If the homeowner is unavailable, Contractor shall, subject to safety protocols for hazardous materials or dangerous items, remove personal property from the home to an area on the Property that is out of sight and protected from the elements to the extent possible or take such reasonable measures to protect the property until Owner is reached and can take possession of the property and/or securely store it in any on-site storage or move it to off-site storage.
5. Owner shall be permitted reasonable access to the Property and Premises during construction, but Owner must comply with Contractor's safety protocols and Owner should make reasonable efforts to schedule a visit of the Project Site with the Contractor. Owner understands that safety protocols and/or Contractor insurance requirements prohibit Owner from accessing the construction outside the presence of the Contractor and/or its subcontractors including those hours when no work is being performed.
6. **Access to Property by Homeowner during Demolition:** Homeowner shall be permitted reasonable access to the Property during demolition, but Owner must comply with Contractor's safety protocols and homeowners will be instructed to make reasonable efforts to schedule a visit of the Project Site with the Contractor. Homeowner understands that safety protocols and/or Contractor insurance requirements prohibit homeowner from accessing the construction outside the presence of the Contractor and/or its subcontractors including those hours when no work is being performed.

SCOPES OF WORK

1. Pre-Demolition Meeting & General Requirements for all Demolition Projects:

- A. **Pre-Demolition Meeting:** OSBM-DR and Contractor will attend a meeting at the Project sites within 10 business days of the contract award(s). The homeowner and County may attend the meeting. The meeting will go over the scopes of work and set the start date(s) of the Project(s) that will be included in the notice to proceed that will be issued following the meeting. OSBM-DR will verify that Contractor has all required insurance in place prior to the start of demolition.
- B. **Permits and Licenses:** The Contractor shall give all required notices and obtain all permits and licenses required for the completion of the Project(s). Contractor shall contact "Call Before You Dig" to mark any underground utilities.
- C. **Site Investigation & Erosion Control:** The Contractor shall verify the service has been shut down prior to accomplishing the physical disconnections and any capping or terminations necessary to proceed with demolition. The site investigation may take place at the pre-

demolition meeting but Contractor may investigate the Project site(s) any time after it receives a copy of the homeowner's Right of Entry form for the Project site, which OSBM-DR and/or County will obtain prior to the pre-demolition meeting.

D. Mobilization: The Contractor shall be capable of mobilizing his equipment and crews within seven days of the receipt of Notice to Proceed. The Contractor shall work expeditiously to obtain permits and proceed with the work.

E. Protection of Work, Property and Public: Contractor and OSBM-DR acknowledge and agree that Contractor shall keep the Project sites clean and safe for the Contractor, subcontractors, inspectors, OSBM-DR, public and adjoining landowners.

F. Site Conditions: The Contractor shall enforce AHJ's and OSBM-DR's instructions regarding signs, advertisements, fires and smoking. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the Project site.

2. Demolition of Home located on 1410 S 7th Street Wilmington – Roberts residence

A. Asbestos Abatement: Asbestos-containing materials were found in the home that require proper abatement. Report available via drobox link.

- <https://www.dropbox.com/sh/m1cvj7zmov2ba7b/AACJfDo6dzQKjD1al4VL7SNga?dl=0>

B. Demolition of Home:

1. Contractor to photo document conditions at the Project site: No less than 10 pictures prior to commencement of any demolition activity (interior and exterior photos); during abatement of any hazardous material (including areas that were identified containing asbestos and photograph safety measures placed in hazardous materials area prior to abatement; during demolition of homes; and No less than 5 pictures after site has been cleared of all debris and made safe for foot traffic.
2. OSBM-DR shall provide contractor with copy of the completed survey report, if available. The Contractor shall field verify the completed staked-out boundary, which shall serve as the limits of construction/demolition. Report available as needed via dropbox link.
3. Erosion control measures shall include rough grade to allow for a new manufactured home to be set on the site. Additionally, two (2) dump truck loads of clean fill shall be delivered and spread over the area where the home has been removed and "crowned" preparing the site for the new home to be set upon.
4. The Contractor shall provide all labor, equipment, machines and tools necessary to perform demolition and debris removal of the home located on the Property. The Contractor is only responsible for demolishing the specific structure/home and removing the resulting debris to the appropriate landfill. Contractor shall make sure all demolition activities and stockpiling of debris remain in the limits of construction. All demolition debris (hazard and non-hazardous) shall be removed and taken to an approved landfill, with nothing buried on the site.
5. Driveways, Walkways, Detached Structures, and Garbage: Contractor **shall NOT** demolish all existing driveways, walkways, and detached structures. The Contractor will be responsible for removing all garbage/ household debris that is located in the work area.
6. All relevant street side appurtenances including fire hydrants, fencing and street signs shall be left undamaged during demolition and debris removal.

7. If owner has not disconnected any propane cylinders, Contractor shall disconnect them and move them to a location on the Property within the limits of construction but a significant distance away from the demolition work and subsequent construction of the new home to be installed, Contractor shall coordinate with OSBM-DR to find a suitable location for the propane tanks at the Project site.
8. Utilities: If property is on City utilities water/ sewer pipes are to be capped at least ten feet away from city/ county connection.
9. Remove all footings and foundation walls to at least one (1) foot below the finish grade with leveling of soils in any disturbed areas.
10. Only trees, bushes and shrubs which restrict the demolition work on any structure may be removed as part of the demolition project.
11. Homeowner shall remove any above-ground fuel storage tanks located on property that services home prior to start of demolition. Robeson County and OSBM-DR are not aware of the existence of any underground storage tank, the Contractor shall stop work in that area and notify OSBM-DR for direction, which may include inspection and/or testing of the tank. Any abatement of an underground storage tank will be done through a properly executed change order. Contractor shall assume all liability for removing any underground storage tank and cleaning up any spilled fuel without following the above process.
12. The Contractor can use tracked or rubber-tired equipment in the performance of this contract, but Contractor shall be responsible for any damage to public or private property that is damaged through contractor's use of heavy equipment. The Contractor shall make repairs to public or private property outside the limits of construction damaged by negligence of the Contractor, which should be covered by Contractor's insurance. Damages caused by the fault or negligence of the Contractor will not be reimbursable under this contract.
13. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation Regulations. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction. All trucks utilized in hauling debris shall be provided with a means to effectively contain the debris on the vehicle while hauling.
14. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

CONTRACT GENERAL TERMS & CONDITIONS

Inspection of the Work: It is a condition of this Contract that the work may be subject to inspection by the local authority having jurisdiction ("AHJ"). OSBM-DR will also conduct quality assurance/quality control ("QA/QC") inspections of the demolition work and final inspection to close out the contract. OSBM-DR will also make inspections to approve progress payments. Contractor shall permit all inspections at the project site during normal working hours and during any time work is in preparation and progress by the AHJ, OSBM-DR, homeowner and/or those persons required by state law to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspections.

1. **Changes in Work:** OSBM-DR does not expect any changes in the work, but there may be unknown or concealed conditions discovered by Contractor during demolition. Contractor shall provide timely notice of such conditions and submit a request for change order based on the actual net costs of all

work at the Project site plus a reasonable markup for overhead and profit that shall not exceed a combined total of 25% of actual costs. OSBM-DR will pay approved change orders in the next scheduled progress payment after the change order work has been completed and accepted by AHJ and/or OSBM-DR. No change order will be allowed for any concealed underground utility if Contractor failed to “Call Before You Dig.”

2. Time of Completion, Delays and Extensions of Time: The Contractor shall commence work to be performed under this Agreement on a date a Contract is awarded. Time is of the essence because the homeowners will be in temporary housing and OSBM-DR will be procuring modular homes for both sites to be delivered shortly after demolition is completed. Accordingly, the Contractor shall complete all work on the Project(s) within 60 days from the date in the Notice to Proceed or sooner in accordance with the duration(s) in Contractor’s bid. By executing a contract, the Contractor acknowledges that time is of the essence and the Contractor acknowledges the homeowners will likely suffer financial damage for failure to complete the work within the time of completion. After a two-week grace period following the Contract’s completion date, OSBM-DR may assess liquidated damages for each day after the grace period until Contractor completes the Project(s). The amount of liquidated damages to be assessed shall be \$150.00 per day, which Contractor shall pay the homeowner or OSBM-DR may deduct the amount of liquidated damages from the contract balance that may be due Contractor.

If the Contractor is delayed at any time in the progress of his work solely by a material breach of the contract by OSBM-DR (e.g., failure to make a progress payment), by changes ordered in the work; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the Contractor’s control; or by any other causes which OSBM-DR determine may justify the delay, then the contract time may be extended by change order only for the time which OSBM-DR may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed. Contractor will have to provide documentation of the abnormal weather event and any time extension will be based on the number of days of actual abnormal weather events. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the OSBM-DR do not entitle the Contractor to compensable damages for delays, but Contractor will be entitled to a reasonable time extension.

3. Payment Terms & Process: Contractor’s bid price shall include the costs for performing all the work set forth in the Notice of Contract Award.
 - A. Successfully Bidder will be required to complete a State Substitute W-9 form that OSBM-DR will provide with the notice of contract award, which will allow OSBM-DR to set up an account with the State of North Carolina that will permit electronic payments to Contractor.
 - B. A deposit up to 25% to cover the costs of permitting, delivery of equipment, installation of erosion control, and/or mobilization of Contractor and/or abatement subcontractor (if any). Notwithstanding the foregoing, the Contractor must have sufficient financial ability to finance its demolition work and pay subcontractors for a minimum of 30 days.

- C. OSBM-DR will make bi-weekly or monthly progress payments for actual work performed less 5% retainage and work not covered by the 25% deposit.

Contract may use AIA G702 and G703 payment application or similar payment application form with a schedule of values. Contractor may contact OSBM-DR to obtain a sample copy of an approved AIA G702 & G703 payment application form. Contractor's first payment application must include a schedule of values (G703) showing a breakdown of the Contract Price into values of the various parts of the work, so arranged as to facilitate the review of the payments requested by Contractor and its subcontractors. The Contractor shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier.

The retainage will be released after local authority having jurisdiction completes final inspection and upon Contractor's request for final payment, which OSBM-DR will verify that all demolition work subject any erosion control measures that will remain at the Project site(s).

The Contractor, upon request of OSBM-DR, shall substantiate any request for payment with back-up documentation such as delivery tickets, dump receipts, invoices from subcontractors/suppliers, payroll documents, or other evidence.

- D. Contractor's final payment application must include the following documents:

1. Completed Contract Closeout Checklist (if provided by OSBM-DR at least 15 days prior to Completion Date stated in the Notice to Proceed)
2. List of Historically Underutilized Businesses used by Contractor on the Project(s).
3. Contractor shall make final payments to subcontractors and suppliers after it has received all warranties and guarantees required by the Scope of Work.
4. Contractor shall obtain release of liens from all subcontractors and suppliers for all labor, materials and/or equipment they furnished for the Project. The releases shall become effective when the subcontractor or supplier has received full payment from Contractor. Contractor shall agree to indemnify OSBM-DR for any release of liens that Contractor cannot obtain from its manufacturer, subcontractors and/or suppliers.
5. Contractor's Release of Liens and Claims.
6. Consent of Surety to final payment (if any payment or performance bond was required for the Project(s)).
7. Copy of AHJ's Demolition Permit and Documentation that Debris was disposed of at the appropriate landfill(s).

- E. Withholding of Payments: The OSBM-DR may withhold payment for the following reasons:

1. Faulty work not corrected (including a failure to maintain erosion control or violation of Sediment Pollution Control Act).
2. Evidence of nonpayment to any subcontractor or supplier after 10 business days since OSBM-DR's payment to Contractor for the work subcontractor or supplier claim which is the subject of the claim of nonpayment.
3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

When grounds for withholding payments have been removed, payment will be released.

5. Licensing & Bond Requirements: To the extent bidder will use a general contractor to perform any work in setting up any on any lot, the general contractor must be properly licensed under Chapter 87, Article 1, General Statutes of North Carolina, and must have license classification for Limited, Intermediate, or Unlimited Construction.

Bidder or its general contractor must use properly North Carolina licensed subcontractors for the performance of electrical, plumbing, mechanical and HVAC (heating, ventilation and air conditioning), or as may be required by authority having jurisdiction (i.e., municipal and/or county building department).

6. Insurance:

Coverage. During the term of the awarded contract(s), the Bidder shall include in its bid prices the cost to provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract(s). At a minimum, the Contractor shall provide and maintain the following coverage and limits and obtain the required performance bond:

- a. Worker's Compensation. The Contractor's shall provide and maintain Worker's Compensation, as required by the laws of North Carolina, as well as employer's liability coverage with insurance minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under this contract.
- b. Commercial General Liability. The Contractor's shall maintain General Liability Coverage on a Comprehensive Broad Form on a cost occurrence basis in the minimum amount of \$1,000,000.00 single limit and a combined/aggregate limit of \$2,000,000.00. Defense cost shall be in excess of the limit of liability.
- c. Automobile. The Contractor's shall maintain automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$10,000.00 medical payment.
- d. Deductible. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Bidder.

Requirements. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. The costs of premiums shall be included in the Contract Price and be reflected in the Contractor's schedule of values in its payment application as general condition costs.

Contractor represents to OSBM-DR that a certificate of insurance with all required insurance policies and limits has been provided prior to the issuance of the Notice to Proceed. **The Contractor shall provide a copy of the certificate of insurance to the OSBM-DR prior to mobilization of Contractor at any Project site.** If any personal injury or property damage or claim of such injury or damage should occur during demolition of the Project(s), the Contractor shall provide upon request of

OSBM-DR, subcontractor, homeowner, any employee of an entity inspecting the property or providing architectural, engineering and/or land surveying services (including but not limited to State employees, employees of the AHJ), and/or any attorney representing an OSBM-DR a complete copy of any insurance policy that may provide coverage for the injury, damages and/or claim.

Notice. The State Tort Claims Act, N.C. Gen. Stat. §§ 143-291 et seq., may apply to any incident involving any State employees who may be at the Project site during construction for purposes performing DRA project management, grant monitoring/compliance and/or inspections, and he/she allegedly caused property damage to the Premises and/or personal injury to the OSBM-DR, any Contractor employee, any subcontractor employee, and/or any other person at the Project site.

7. Dispute Resolution Goals and Scope. The primary goal of the DRA program is to expedite the State's housing recovery efforts to counties that have needs that are not met by any federal disaster recovery programs. The DRA dispute resolution program will achieve the foregoing goal by fairly and timely addressing: changes in work; delays and requests for time extensions; DRA compliance issues; performance issues of Contractor and/or subcontractors; non-conforming or deficient work issues (quality control/quality assurance); payment and nonpayment issues; warranty issues within the first year (to the extent OSBM-DR is still implementing a DRA Housing Recovery Program); OSBM-DR's enforcement of contract requirements; action on or disposition of any audit finding; OSBM-DR complaints relating and/or arising out of the construction of the Project; and/or any other dispute or claim that arises from or relates to the Project that are not otherwise excluded below.

During such time as any dispute, issue or claim is being presented, heard, and considered pursuant to this Paragraph, this Agreement shall remain in full force and effect and the Contractor shall continue to perform work as directed in the Agreement.

All non-monetary and monetary claims, disputes or issues shall be disposed of in the following manner:

- (1) The claimant shall submit to OSBM-DR a short written statement or email of the claim, dispute or issue and/or attach the document reflecting or containing the claim, dispute or issue (e.g., rejected change order request, rejected request for time extension and a schedule narrative/time impact analysis supporting a delay claim, notice of deficiency or non-conforming work, request for information, unpaid invoice or payment application, audit finding, etc.). OSBM-DR shall investigate the claim, dispute or issue within seven (7) business days and the investigation may include but is not limited to: requesting a written response from any party to the claim, dispute or issue within this time period; and/or consult with other state agencies or retained subject matter experts. OSBM-DR, at its discretion, may request a conference call or meeting with Contractor, manufacturer and/or subcontractor to discuss resolution of the claim, dispute or issue.
- (2) After the investigation, OSBM-DR shall issue a summary decision or recommendation resolving the claim, dispute or issue to the claimant and respondent(s). The claimant and respondent shall each notify in writing or by email of the response (acceptance or rejection) to the decision or recommendation. If the claimant and respondent accept the decision or recommendation, then the decision or recommendation shall be implemented by Contractor, OSBM-DR, and/or the designer.
- (3) If OSBM-DR's decision or recommendation does not resolve the dispute, the parties agree to hire mediator and follow the process for mediation set forth in the State Building Commission's Dispute Resolution Rules. If mediation does not result in a settlement of the dispute, the parties

may seek to resolve the dispute with a North Carolina Court. If the claim will be against OSBM-DR then, pursuant to N.C. Gen. Stat. § 143-135.3, the action must be commenced in Wake County Superior Court and tried to the Court, or a contested case filed with the Office of Administrative Hearings.

All parties to this Agreement and DRA Housing Recovery Program grant award to OSBM-DR understand and acknowledge that the foregoing dispute resolution process is intended to be an informal settlement process of claims, disputes and issues. The parties are cautioned that OSBM-DR reserves the right to terminate this agreement for convenience, if the claimed proposed change order, proposed request for time extension/delay claim, and/or alleged damages for breach of contract will exceed any allocated contingency for the Project and DRA Housing Recovery Program funding cap for the OSBM-DR's Project type. Therefore, all parties are strongly encouraged to resolve all disputes, claims or issues as quickly as possible to avoid a termination of this Agreement for convenience.

8. Termination of Agreement

- a. Termination for Convenience. OSBM-DR may provide notice to the Contractor to terminate this Agreement for convenience by giving at least a five (5) day notice in writing and/or email to the Contractor, but a shorter notice be issued depending on the progress (or lack of progress) of the work at the Project site. OSBM-DR may exercise this option for any reason. OSBM-DR is more likely to terminate this contract for any of the following situations: Contractor's failure to timely mobilize and start the Project(s); unknown environmental hazards are discovered on the Property or in the Premises; proposed changes, claims and/or disputes and related damages are projected to exceed the grant funding for the Project OSBM-DR grant (including any contingency); delays or performance issues caused by circumstances beyond the control of the Contractor or OSBM-DR (e.g., sickness, death, employee turnover, etc.); relationship issues between Contractor and OSBM-DR; federal, state or local agency notice or action that causes work to stop that was not caused by an act or omission of the Contractor and/or OSBM-DR; damage to the Property caused by a third-party or other natural disaster; or any issue or circumstance that necessitates the termination of the Agreement for convenience rather than a termination for cause/default. Unless otherwise stated in the notice, the termination shall take effect on the 10th business day following OSBM-DR's notice of the termination.

If this Agreement is terminated for convenience by OSBM-DR, the Contractor will be paid for all work properly performed and in place at the Project site as of the date of the termination and reasonable demobilization costs included in Contractor's general conditions in its payment application's schedule of values. Unless the notice directs otherwise in the notice, the Contractor shall immediately stop hiring subcontractors and to stop placing of orders for materials, equipment and supplies for delivery to the Project. County/OSBM-DR may direct certain work be continued or performed until completed or a date certain. Contractor and OSBM-DR may assign subcontracts to OSBM-DR and OSBM-DR will assume all of Contractor's obligations under the subcontracts. OSBM-DR shall not be prohibited from hiring subcontractors after the effective termination date.

b. Termination for Cause/Default. The Contractor and OSBM-DR agree and understand that OSBM-DR has the right to terminate grant funding of this Project should the Contractor default in performing its work and carrying out its responsibilities under this Agreement. Any of the following events or situations may give rise to a notice to the Contractor of the intent to terminate this Agreement for cause or default:

1. Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because of its insolvency;
2. Contractor materially fails pay its subcontractors or suppliers;
3. Contractor has materially and substantially breached the Contract; and
4. Contractor fails to so prosecute the Work as to ensure its completion by the Completion Date as extended by approved change order(s).

Procedures. OSBM-DR shall give Contractor and its surety (if any) a seven-day written notice, certified mail return receipt requested, to the last known business address of Contractor as well as by email, of the intent to terminate the Agreement for any cause set forth above. The seven-day notice shall provide Contractor with a date certain by which it must cure the stated causes for termination and that failure to do so by that date will allow OSBM-DR to terminate the Agreement without any further notices to cure. If Contractor fails to cure the stated causes for default by the specified date(s), then OSBM-DR shall notify Contractor and surety (if any) in writing that the Agreement has been terminated for cause/default and the surety (if any) has seven (7) days to take over completion of the Contract. OSBM-DR will take over completion of the Contract if there is no surety or surety declines to take over completion of the Project and OSBM-DR shall take possession of the Project site and of all materials, and/or equipment on the site which has been purchased and paid for by OSBM-DR. OSBM-DR shall also issue a change order deducting the cost thereof from the unpaid Contractor Amount including earned but unpaid retainage. The Contractor and its surety (if any) shall not be entitled to any further payment from OSBM-DR until all costs of completing the Work shall have been paid. If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, such excess shall be paid to the Contractor or its Surety as applicable after final inspection and issuance of certificate of occupancy by AHJ, whichever is later. If such costs exceed the unpaid Contract Price, the Contractor or its surety shall pay the difference to OSBM-DR. If OSBM-DR sues the Contractor or Surety to recover the excess costs, then Contractor and Surety shall pay all litigation costs, liquidated damages and/or actual damages incurred by OSBM-DR in the successful recovery of such costs and/or damages, including reasonable attorney's fees.

Except further performance of the work and related contractual provisions, all other obligations of the Contractor shall survive the termination of the Contract, in particular auditing and DRA compliance.

9. Contractor Evaluation: The Contractor's overall work performance on each assigned or award DRA Project shall be fairly evaluated by OSBM-DR in accordance with the State Building Commission ("SBC") policy and procedures (included in the rules for the N.C. Department of Administration). The evaluations may be used by the Counties and OSBM-DR for bidding on future DRA projects and/or other state disaster recovery projects arising from Hurricane Florence or other subsequent natural disaster. Contractor's shall have the right to appeal any evaluation to the SBC pursuant to the aforementioned policy and procedures.

10. Gifts: Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review N.C. Gen. Stat. § 133-32.

During the construction of the Project, the Contractor and subcontractors are prohibited from making gifts to any employees of OSBM-DR and/or any other State employee from any other State Agency that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Agreement and/or Project.

11. North Carolina False Claims Act: The North Carolina False Claims Act (“FCA”), N.C. Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the FCA and should seek the assistance of an attorney if it has any questions regarding the FCA and its applicability to any requests, demands and/or claims for payment it submits to the State through the contracting state agency.
12. Modification: This Agreement or related construction documents may not be modified or amended in any manner except in an executed change order.
13. Assignment: This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the OSBM-DR or the Contractor without the written consent of OSBM-DR. Any assignment made without the written consent of the OSBM-DR shall be void and of no force or effect.
14. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
15. Auditing Access to Person and Records: In accordance with N.C. Gen. Stat. §147-64.7, State Auditor and/or the internal auditors for the County, OSBM-DR and/or DPS/NCCEM, shall have access to Contractor’s officers, employees, agents and/or other persons in control of and/or responsible for the Contractor’s records that relate to this Agreement for purposes of conducting audits under the referenced statute. Said auditors shall also have the right to access and copy the Contractor’s and its subcontractors’ and suppliers’ records relating to the Agreement and Project during the term of the Agreement and within three (3) years following the completion of the Project/close-out of the Agreement to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor’s requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions; and/or claims.

16. Notices. Any notice to the OSBM-DR or Contractor required under this Agreement shall be served in person, email or by mail as set forth below.

For OSBM-DR	For Contractor
<p>Richard Trumper, Senior Construction Manager OSBM-DR MSC 20320 Raleigh, NC 27699-0320</p> <p>Physical Address: Dobbs Building 430 N. Salisbury Street, Room 2228 Raleigh, NC 27603</p> <p>Direct: 984 236-0735 Fax: 919-733-0640 Email: richard.trumper@osbm.nc.gov</p>	

17. Entire Agreement: This Agreement (inclusive of all documents identified herein) is between the OSBM-DR and the Contractor. The OSBM-DR and Contractor recognize and understand that this Agreement includes the DRA Program Policies and Procedures that are reference herein, Attachments hereto, and the construction documents constitute the entire Agreement and all prior agreements and/or oral representation/agreements are merged into this Agreement.

Approved for Issuance By:



October 28, 2020

Durwin Jones
OSBM-DR Deputy Director & General Counsel

Date

FORM OF BID PROPOSAL

SINGLE-FAMILY HOME DEMOLITION PROJECT #26 (DRA 18)

(NEW HANOVER COUNTY)

Procuring State Agency:
N.C. Office of State Budget & Management

Bidder: _____

Date: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that bidder had the option to examine the sites of the work and the contract documents relative thereto, and has read all provisions furnished prior to the opening of bids; that bidder understands the work to be performed. The bidder further declares that it and its subcontractors will or have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the North Carolina Office of State Budget Management-Disaster Recovery Section (“OSBM-DR”), 430 N. Salisbury Street, Raleigh, North Carolina, in the form of contract as defined in the Invitation for Bids, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the demolition of the homes for the following lump sum prices:

Project No.	Project Address	Cost	Days to Complete Demolition (Calendar Days)
1	1410 S 7 th Street Wilmington		

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (5) business calendar days after being given written notice of the award of contract, OSBM-DR may cancel the contract award, award the contract to the next lowest responsible bidder, and/or request the North Carolina Department of Justice to commence a civil action to recover the any increased cost between the bidder's bid price and the next lowest responsible bidder's bid price.

Respectfully submitted this day of _____ 2020.

(Name of firm or corporation making bid)

WITNESS:

By: _____
Signature

(Proprietorship or Partnership)

Name: _____
Print or type

ATTEST:

Title _____
(Owner/Partner/Pres./V.Pres)

By: _____

Address _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

(CORPORATE SEAL)

Federal I.D. No. _____

Email Address: _____

CONTRACT ACCEPTANCE PAGE

OSBM-DR accepts Contractor's Bid for:

Project 1 (**1410 S 7th Street Wilmington**) for the Lump Sum Amount of \$ _____

BY: _____
Durwin P. Jones
Deputy Director and General Counsel

Date

OWNERS ACCEPTANCE PAGE

I, Veronica Roberts, the Owner of home and property identified above as Project 1, hereby consent by signing below to the Demolition of my home, and this consent allows the Contractor, OSBM-DR and New Hanover County to Entry my home upon reasonable notice to me to allow Contractor to start the demolition process, if I have not already granted access to my home and property for that purpose. I also agree that I will remove my personal property, appliances, and fixtures from the home no later than November 15, 2020.

Veronica Roberts Date

Witness