

**Request for Proposals (RFP)
For
Demolition Project**

December 21, 2023

Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201
304-472-0535
www.upshurcounty.org

APPROVED

DEC 21 2023

UPSHUR COUNTY COMMISSION
[Signature]

I. INTRODUCTION:

Proposals are being requested from licensed Contractors to provide for the removal of asbestos-containing material, demolition of three (3) buildings located adjacent to each other at 18 South Locust Street, 12 Chancery Street, and 6 Chancery Street, Buckhannon, WV, and clean-up of sites as ordered by the Upshur County Commission (hereinafter referred to as "Commission"). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. SCOPE OF WORK

A. GENERAL

The Commission is requesting site-specific bids for the removal of asbestos-containing material, demolition of buildings, removal of residential sidewalk/parking area(s), and grading of the below-referenced sites:

- a. 18 South Locust Street (3-4-47) – apartments **asbestos present
- b. 12 Chancery Street (3-4-58) – residential; confirm no asbestos
- c. 6 Chancery Street (3-4-61) – residential structure and small detached storage building ** asbestos present

A pre-bid meeting will be conducted at 2 p.m. on Friday, January 5, 2024, at the Upshur County Maintenance Department, 2 Chancery Street, Buckhannon. Attendance is voluntary; however, highly encouraged.

1. GUIDELINES AND REQUIREMENTS

- a. Upshur County shall be responsible for identifying all utilities that could impact the safe and timely completion of the work. Contacting the appropriate utility authority before commencement of work shall be the responsibility of the County.
- b. This project is not subject to the Davis-Bacon Act requirements for prevailing wage rates.
- c. Contractor's operations shall be coordinated with the WV Department of Highways (WVDOH) and the City of Buckhannon, to cause the least amount of disruption to traffic flow on Route 20. The contractor must consult with WVDOH and local law enforcement / first responders to determine if an after-hours work schedule (ex. 6 p.m. to 2 a.m.) will need to be established.
- d. The contractor will be responsible for contacting and obtaining permission from the appropriate law enforcement agencies before blocking vehicle traffic. Temporary traffic control measures shall meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and be approved by the WVDOH.
- e. Contractor shall provide all tools, equipment, materials, and labor to complete this project. This includes the coordination of obtaining all

applicable dumpsters/trailers/roll-offs/etc.

- f. Contractor will be responsible for assuring that the removal of the asbestos-containing material identified by Superior Environmental Services, LLC, listed in Attachment "C" is accomplished by a qualified asbestos abatement contractor who is licensed to do work in the State of West Virginia.
- g. If demolition of the asbestos-containing structure does not begin within 24 hours of the completion of the asbestos abatement activities, a third-party air clearance test will be required. The Contractor will be responsible for the cost of this test.
- h. The City of Buckhannon's transfer station does not accept any asbestos-containing material (ACM) or asbestos-containing building materials (ACMB). All ACMB and ACM shall be taken to the Meadowfill Landfill near Clarksburg, WV (or other asbestos-accepting landfill) for disposal. Additionally, all construction debris from the demolition activities will not be accepted by the city and will have to be transferred out of the county.
- i. The contractor will be required to provide weigh tickets documenting that all asbestos-containing material has been properly disposed of in an approved facility separate from the general building material resulting from the building demolition.
- j. The contractor is responsible for assuring all work is completed per the federal Asbestos NESHAP rule (40 CFR 61 Subpart M). This includes the electronic filing of the Notification of Abatement, Demolition, or Renovation to the WV DEP Division of Air Quality, prior to project startup. Documentation of this Notification being filed and received must be provided to the Office of the Upshur County Commission.
- k. The contractor will be responsible for implementing proper erosion and sedimentation controls for the project.
- l. Contractor will be responsible for all damages to adjacent properties associated with this project.
- m. The work area will be cleaned and restored to pre-construction conditions promptly after the project is completed. All waste is to be legally disposed of off County property. Vehicles and equipment shall be removed immediately upon completion of work.
- n. Contractor will be required to ensure that the compaction of backfill used at all locations conforms to City of Buckhannon requirements.
- o. The Contractor will be responsible for obtaining all applicable permits.
- p. Contractor shall follow all applicable OSHA requirements for this project.

The successful bidder will be required to furnish a copy of their contractor's license before issuance of the contract.

- The selected Company/Contractor must show proof of current worker's compensation coverage or payroll information which will show that coverage is not required.
- Fully executed Non-Collusion Certificate - Attachment A.

C. Bid Guarantee:

Each bidder shall deposit with the bid, a guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. In place of a Bid Bond, the vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided instead of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. Personal or business checks are not acceptable.

- D. All technical proposals should include any conclusions, remarks, and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of the proposal.

IV. **PRICE PROPOSAL (in a separate sealed envelope marked "Price Proposal"):**

- A. At a minimum, your Price Proposal shall include the following:
1. A lump-sum price quotation.
 2. Any conclusions, remarks and/or supplemental information pertinent to this request.

V. **TERM OF CONTRACT:**

- A. The contract will commence upon award by the Commission.
- B. The contract will have a construction time limit of ninety (90) calendar days with liquidated damages of one thousand dollars (\$1,000) per day thereafter.
- C. If the Firm and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the Commission reserves the right to terminate the contract.

VI. **COMPENSATION TO THE CONTRACTOR:**

Invoices must be submitted to:

- q. Contractor must contact Greg Harris, Facilities Director, at 304-472-6717, in regards to demolition questions, or Robert Smith, Superior Environmental Services, LLC at 304-642-7093, in regards to asbestos abatement inquiries.
- r. Contractor will be responsible for barricading and posting the work area as necessary to protect the public at all times until the project is completed and accepted by the County.
- s. Contractor shall provide the County with a written work schedule prior to the commencement of work.

III. **PROPOSAL FORMAT:**

A. Proposals must be prepared and submitted in the following format:

A two-envelope system will be used. Envelope No. 1 must have the following information presented on the front: Name and address of the bidder, "Demolition Project #1". Envelope No. 1 will be opened first and the bid opening requirement items checked for compliance. If such documents are found to be in order, sealed Envelope No. 2, which shall be placed in Envelope No. 1, will then be opened, and will be publicly read aloud. If the documents are not in order, Envelope No. 2 will not be opened and the bid will be considered non-responsive and will be returned to the bidder. The lowest responsive, responsible bidder shall be the bidder who has completed all the requirements of the bid opening requirements set forth below and has the lowest total bid.

• Identification

Name of company, including phone number, fax number, mailing and electronic addresses and lead contractor that would be assigned to the project.

• Qualifications and Experience of the Firm

- a. A summary of the contractor's qualifications and capabilities.
- b. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information.
- c. Proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications.
- d. Description of the approach that will be used to complete the tasks described in this scope of work.

B. Miscellaneous Requirements:

All proposals must provide written proof that:

- The Company/Contractor is licensed to conduct business in the State of West Virginia. The proposal must include the contractor's license number on their bid.

Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201
tperry@upshurcounty.org

Payment will be made within thirty (30) days of receipt and approval.

VII. INSURANCE REQUIREMENTS:

Professional Liability – The successful Bidder must show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts, prior to execution of a contract with the Upshur County Commission.

VIII. SELECTION PROCESS:

- A. The Upshur County Commission shall not be liable for any costs not included in the proposal, not contracted for subsequently, or with regards to preparation of your proposal.
- B. The Commission intends to open and review each firm's proposal to determine a firm's qualifications, experience, and technical approach to the services. If the proposal is submitted in the required format, then the price will be considered.

IX. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received before the deadline will be treated as confidential, until receipt of all proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Upshur County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Upshur County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- E. Simultaneously with the delivery of the executed contract, the Contractor shall furnish a performance bond or bonds as security for faithful performance of the contract and for the payment of all persons performing labor on the project. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.

X. TERMS AND CONDITIONS:

- A. The Commission reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The selected Company shall be required to enter into a contract agreement with the County Commission. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Upshur County Commission and shall contain, at a minimum, applicable provisions of this request for proposal. The Commission reserves the right to reject any agreement that does not conform to this request for proposal.
- C. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Upshur County Commission.
- D. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Commission under the West Virginia Freedom of Information Act.
- E. The Upshur County Commission reserves the right to request interviews.
- F. The County Commission reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- G. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- H. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with prior to the submission deadline.
- I. The Firm/Company hereby represents and warrants:
1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 3. That it shall procure, at its expense, all licenses, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;

4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- J. The contractual obligation of Upshur County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

XI. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the Upshur County Commission. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted.

LIST OF APPENDICES

Attachment A – Price Proposal

Attachment B – Non-Collusion Certification

Attachment C – Asbestos Reports – Available upon request

Attachment D – photographs and GIS map

**ATTACHMENT A
PRICE PROPOSAL**

INSTRUCTIONS

This sheet must be placed in Envelope No. 2 and labeled accordingly.

Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

Bid Title: Demolition Project

Bid Due Date & Time: no later than 4 p.m. on January 19, 2024

Bid Opening Date & Time: 9:15 a.m. on January 25, 2024

We have received all documents related to the above-referenced project. We have examined all documents, and have had the opportunity to examine the site area where work is to be performed. We hereby propose to furnish all labor, materials, equipment, and incidentals and to perform all operations necessary and required for the successful completion of the project.

PROPERTY ADDRESS	ASBESTOS ABATEMENT	BUILDING DEMOLITION	TOTAL FOR LOCATION
18 S. LOCUST STREET			
12 CHANCERY STREET	N/A		
6 CHANCERY STREET			
TOTAL BID FOR ALL PROPERTIES			

Contractor Name & Address: _____

By: _____
(Authorized Signature) (Date)

Title: _____

West Virginia Contractor's Number: _____

**ATTACHMENT B
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____
(Title)
and the duly authorized representative of the firm of _____

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Upshur County Commission, West Virginia, administrative or supervisory personnel or other employees of Upshur County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

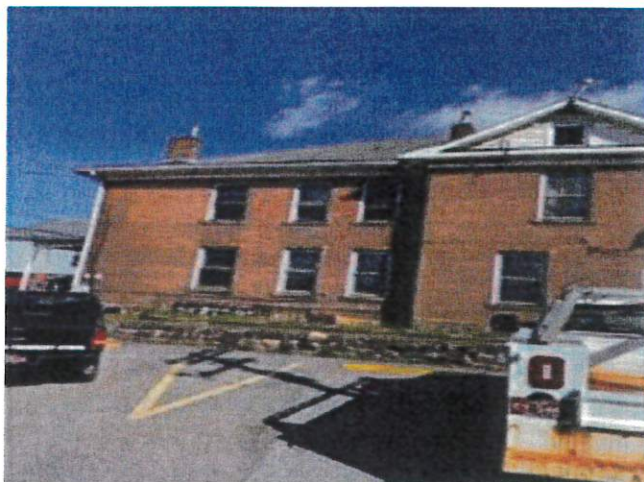
Signature

Printed or Typed Name

**ATTACHMENT C
ASBESTOS REPORTS AVAILABLE UPON REQUEST**

ATTACHMENT D

Photographs and GIS Map



18 S. Locust St (exterior)



12 Chancery St (exterior)



6 Chancery St (exterior)