

## REQUEST FOR PROPOSAL (RFP)

Closing Date: Friday, April 5<sup>th</sup>, 2024 – 1:30pm

Contract Administrator: Joseph Harvey

Telephone: 828-837-2775 x. 130

Mobile: 253-314-4937

E-Mail Address: [joe@folkschool.org](mailto:joe@folkschool.org)

Web Address: <https://www.folkschool.org>

**Item: Campus Stormwater Mitigation Project RFP – General Contractors**

Agency: John C. Campbell Folk School (JCCFS)

Location(s): Cherokee County  
One Folk School Road, Brasstown, NC 28902

Scope: This Request for Proposal (RFP) shall cover the procurement of a licensed contractor to construct a stormwater mitigation system as designed by Equinox Environmental. The design consists of two separate systems using a combination of drains, check dams and bioretention/infiltration basins.

**Please be advised that all notifications, releases, and amendments associated with this RFP will be posted at: <https://www.folkschool.org/procurement>**

**JCCFS will make no attempt to contact contractors with updated information. It will be the responsibility of each contractor to periodically check this site for the latest details.**

### READ THIS REQUEST CAREFULLY

***\*\*\* This bid proposal and all exhibits/appendices shall be made a part of the contract awarded to the successful bidder. \*\*\****

**SIGNATURE SHEET**

Item:                    **Campus Stormwater Mitigation Project RFP – General Contractors**

Agency:                John C. Campbell Folk School (JCCFS)

Closing Date:        Friday, April 5<sup>th</sup>, 2024 – 1:30pm

We submit a proposal to furnish requirements in accordance with the specifications listed herein. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Legal Name of Person or Entity Represented:

---

Telephone:

---

Email:

---

Mailing Address:

---

Physical Address:

---

City, State, Zip:

---

EIN #

---

DUNS Number:

---

Signature of Authorized Representative:

Date:

---

Typed or Printed Name of Signature:

---

Title:

---

**SECTION I**  
**GENERAL INFORMATION**

- 1.1 Purpose:** The scope of work is to construct a stormwater mitigation system as designed by Equinox Environmental. The design consists of two separate systems using a combination of drains, check dams and bioretention/infiltration basins.
- 1.2 Description of John C. Campbell Folk School (JCCFS):** John C. Campbell Folk School (JCCFS) Tucked away in the mountains of western North Carolina, the John C. Campbell Folk School offers weeklong and weekend classes for adults in craft, art, music, dance, cooking, gardening, nature studies, photography, writing, and more. Our non-competitive and small-sized classes are offered year-round on a scenic 270-acre campus, attracting students from all over the world. JCCFS has been determined to be exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code. JCCFS is governed by a 15-member, Volunteer Board of Directors. The Administrative Office is located at 4590 Brasstown Road, Brasstown, North Carolina. Note that the mailing address is One Folk School Road, Brasstown, NC 28902.
- 1.3 Site Visit:** There will be a **Mandatory Pre-Bid Meeting at 10:00 am EST on Friday, March 1, 2024 at Buildings and Grounds Department; 41 Plateau Lane, Brasstown, NC 28902.** Firms who do not attend the Mandatory Pre-Bid Meeting will not be eligible to submit a Bid. A general discussion of the project will take place at the pre-bid meeting. The pre-bid meeting will begin promptly at 10:00 am EST and the Owner reserves the right to disqualify firms arriving late to the pre-bid meeting. A walk-thru of the project and site will be provided after the meeting. If there are mitigating circumstances that prevent a representative from your firm to attend on this date, contact the Buildings and Grounds Director at the phone number below to justify a second meeting to be offered. All communication that would take place at a second meeting will be shared with those that attend the March 1<sup>st</sup> meeting. Attending a later meeting does not allow for any additional time to prepare your bid submission.
- 1.4 Bid Documents:** Bid Documents may be obtained at the office of Buildings and Grounds Department, 41 Plateau Lane, Brasstown, NC 28902, phone (828) 837-2775 Ext 130. A copy of the Register of Bid Documents, listing current Bid Document recipients, may be obtained through the Buildings and Grounds Director.
- 1.5 Bid Submission:** Completed proposals may be submitted by mail or hand-delivered in person. Proposals must be received by JCCFS by 1:30PM on Friday, April 5<sup>th</sup>, 2024. It is the sole responsibility of the Bidder to ensure all proposals are received at the administrative office by the closing date and time; late proposals will not be considered.

Proposals must be addressed as follows:

**Mail**

Attn: Water Mitigation General  
Contractors Proposal  
John C. Campbell Folk School (JCCFS)  
One Folk School Road  
Brasstown, NC 28902

**Email**

Joe@folkschool.org

**Hand Delivered**

Attn: Water Mitigation General  
Contractors Proposal  
John C. Campbell Folk School (JCCFS)  
Admin Office  
4590 Brasstown Road  
Brasstown, NC 28902

**SECTION II**  
**CONDITIONS TO BIDDING**

- 2.1 Inquiries:** All inquiries regarding this Request for Proposal shall be submitted via email to Joe Harvey, Contract Administrator, at [joe@folkschool.org](mailto:joe@folkschool.org) by **5:00pm on Monday, April 1st, 2024**
- 2.2 Cost of Preparing Bids:** All costs associated with the preparation of this bid, including the costs of determining the nature of the engagement, preparing the bid, submitting the bid, negotiating for the contract and any other costs associated with responding to this Request for Proposal are the sole responsibility of the Bidder and JCCFS will not reimburse any costs incurred in preparation of this proposal. All responses will become the property of JCCFS once submitted in response to this RFP.
- 2.3 Advertising:** In submitting a proposal to JCCFS, the Bidder agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of JCCFS.
- 2.4 Confidentiality:** In submitting a proposal the Bidder agrees not to discuss or otherwise reveal the contents of the proposal to any outside source until after the award. Bidders not in compliance with this provision may be excluded from the proposal. Only discussion authorized by JCCFS is exempt from this provision.
- 2.5 Acceptance or Rejection:** JCCFS reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; modify any criteria in the RFP; and unless otherwise specified, to accept any item in a bid.
- 2.6 Evaluation of Bids:** The Bid award shall be made in the best interest of JCCFS, as determined by JCCFS. Considerations are focused toward, but not limited to:
- 2.6.1 Technical Proposal:** Bidders must carefully review Section III Scope of Services and provide a clear, total, and complete pricing for any or all options individually.
  - 2.6.2 Pricing Proposal:** Bidders *must provide* total pricing.
  - 2.6.3 Insurance:** Bidders must be licensed and maintain insurance.
  - 2.6.4 Start Date and Completion Date:** Bidders must specify the estimated start date and completion date for the work based on their availability and experience with similar projects.
  - 2.6.5 Adequacy and Completeness:** The submitted Bid Packet *must* contain a completed Signature Sheet (page 2), Certification Sheet (page 12) and provide the requested information in **Section 4** of this RFP.
  - 2.6.6 Compliance with Terms and Conditions:** The Contractor must review all terms and conditions set forth in this RFP and must certify the ability to meet those terms and conditions on page 9 for the Bid to be considered.
- 2.7 Review Process:** JCCFS reserves the right to make an award without further discussion of the proposals submitted; therefore, proposals should be initially submitted on the most favorable term, from both technical and price standpoints, which the Bidder can propose.

- 2.8 Notification of Award:** It is expected a decision selecting the successful Bidder will be made within thirty (30) days after the closing date for receipt of proposals. Upon conclusion of final negotiations with the successful Bidder, all Bidders submitting proposals in response to this RFP will be informed in writing whether they have been selected.
- 2.9 Contractual Obligation(s):** This RFP, including the terms and conditions set forth within, will be considered a contractual agreement between JCCFS and the awarded Contractor(s) once the successful proposal is offered by JCCFS, and accepted by the awarded Contractor(s). At the discretion of JCCFS, the awarded Contract(s) may be required to enter into an additional contractual agreement for the services proposed in this RFP.
- 2.10 Amendments:** All amendments issued by JCCFS regarding the terms and conditions, desired services, or requirements of the bid will be posted at [www.folkschool.org/procurement](http://www.folkschool.org/procurement). It is the responsibility of all Bidders to check the website for any amendments, even if the proposal was sent to you via email or postal mail.

**SECTION III**  
**SCOPE OF SERVICES**

**3.1 Technical Proposal**

The John C. Campbell Folk School is looking to address a stormwater drainage issue on a portion of the campus known as Studio Row. Heavy rains cause considerable damage to the walking paths and buildings in the path of the flowing stormwater. Bidders may bid on the entire system only. Proposals may include partner vendors if turnkey services are not provided by the bidder alone.:

- 3.1.1 Provide contractor services to construct a stormwater mitigation system as designed by Equinox Environmental. Designs are included here. The design consists of two separate systems using a combination of drains, check dams and bioretention/infiltration basins. Contractor shall confirm the location of all underground utilities in the worksite prior to starting construction.

**3.2 Materials**

- Materials and plants are specified in the Equinox Environmental designs provided. The final plant schedule will be approved by the JCCFS Gardener before purchasing. Some plants are available on campus so can be removed from the list.

**3.3 Specifications (Please refer to construction designs attached)**

3.3.1 Site Prep Notes

- Prior to construction, the owner, landscape architect, and contractor shall hold a pre-construction meeting. Construction access, staging, stockpiling, safety, and sequencing will be discussed at this meeting.
- All project activity shall be confined to the area within the limits of disturbance.
- Demolition/clearing/grubbing shall occur in accordance with construction sequencing noted on erosion control. See EC sheets for construction sequencing.
- In locations where construction or grading are located adjacent to or over potential utilities, the contractor must spot dig along the potential conflict area in order to expose the utility and determine the outer limits and depth of the utility.
- Soft dig in areas of potential utility conflicts.
- Notify landscape architect if any utility or other subsurface conflicts arise during earthwork.
- Stockpile gravel from demo locations in a location identified by the owner.
- In locations where gravel and compacted base are removed and will be replaced with plantings, remove all of the base course, materials unsuitable for plantings, and decompact the subgrade.

- When clearing and grubbing, take extra care not to compact soils more than necessary in locations of SCMs.
- Contractor to walk the corridor with the project landscape architect prior to removing any trees. If trees cut down prior to walk through trees will be replaced by contractor at a ratio of 3:1 at a size of 2 1/2" caliper.
- Contractor to prepare a safety and access plan, prior to the start of construction, for construction during school use time.

### 3.3.2 General

- Call 811 to locate all utilities prior to digging.
- Sedimentation of the stormwater control measures will cause failure, therefore, install all stormwater control measures only after all sediment and erosion on-site is controlled and site is stabilized and seeded. (see erosion control measure section in notes for more detail).
- Where conflicts occur between notes, drawings, or specifications, the contractor shall not proceed with the affected work until the landscape architect issues a clarification.

### 3.3.3 Approvals

- Landscape architect to be contacted for review prior to final fine grading.
- Landscape architect to be contacted if any alterations to grading need to be made.
- Landscape architect to be contacted for review prior to covering any underdrains.
- Landscape architect to examine plants prior to installation.

### 3.3.4 Construction

- Contractor shall be responsible for providing all applicable building permits, labor, materials, and equipment required to perform the specified work.
- All aspects of work shall be performed in accordance with all applicable local, state, and federal regulations pertaining to worker safety.
- Contractor shall coordinate all site activities with owner or designated representative. Contractor shall be responsible for coordinating delivery, storage, and handling of all materials required for the project.
- All disturbed areas shall be stabilized within 30 working days following the completion of land disturbing activities. If there are more stringent soil stabilization guidelines put in place by local, county, state, or federal agencies or called for based on permit requirements then the more stringent guidelines shall control and govern on the project.
- Contractor to coordinate with owner on what spoils should be stockpiled and what should be disposed of off site at a pre-designated landfill site.

### 3.3.5 Grading

- All proposed spot grades and contours show finish grade.
- All cut slopes and fill slopes to be 3:1 unless otherwise indicated.
- Ground surface shall be shaped to provide positive drainage. A min. of 2% in the direction of desired flow is required for non paved surfaces and a min. of 1% for paved surfaces.

### 3.3.6 Stone, rock & block

- If existing stone and rock material on site is suitable and equivalent to the material specified, contractor may utilize on site material instead of quarry material with prior approval required by landscape architect.
- Samples of each type of rock, including river rock, cobble, boulders, and fieldstone are to be approved on site by landscape architect prior to installation.
- All rock to be washed immediately before delivery and/or by contractor prior to installation, unless otherwise specified.

## 3.4 Pricing Proposal

Contractors must provide a pricing proposal that includes all work required to prepare and construct/stormwater mitigation system as designed. Pricing must include all work necessary to complete the project.

*The complete proposal should be itemized.*



**SECTION IV**  
**PROPOSAL FORMAT**

- 4.1 Proposal: Each submitted proposal **must include** the following:
- 4.1.1 **Pricing Proposal:** Total cost to complete the entire project. This includes any pre or post requests needed to complete the job (such as landscaping, signage, digging, utility location, site cleanup, etc.)
  - 4.1.2 **Evidence of Accords:** Contractors must provide a copy of their certificate of General Contractor's License, insurance, general liability, and Worker's Compensation documentation attached with proposal.
  - 4.1.3 **References:** Contractors must provide a minimum of three references.
  - 4.1.4 **Start and Completion Date:** JCCFS anticipates awarding the selected contractor no later than 30 days from the closing date. Contractors must provide an estimate of when the project can be started and completed. Due to on-campus events and activities, this project ideally must be completed by July 5th, 2024. If you wish to propose an alternative schedule that is more beneficial to you or for the project success (ie: planting times or material availability) include that in your bid with a detailed explanation of why the alternate schedule should be considered.
  - 4.1.5 **Signature Sheets:** Pages 2 and 12 within this document are to be printed, signed, and returned with proposal.

**SECTION V**  
**GENERAL PROVISIONS**

**5.1 Contract**

This RFP will be made part of a contract between JCCFS and the awarded Contractor(s), unless otherwise amended. Prior to execution additional information and/or documentation may be required by JCCFS.

**5.2 Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agency of one party shall not be construed to be the employees or agency of the other party for any purpose, whatsoever.

**5.3 Sub-Contracting**

The Bidder agrees to disclose, in the bid submission, any services bid which will be sub-contracted. Services include but are not limited to: extended warranties and service contracts.

**5.4 Project Start and Completion Date**

The estimated project start and completion dates should be specified by the bidder in the proposal. This project must be completed by July 5th, 2024. The specific completion date will be negotiated during the award process of the successful proposal.

**5.5 Payment**

Contractor may specify preferred payment schedule. Once a successful proposal has been chosen and the procurement model and pricing has been determined, JCCFS will negotiate with the successful bidder the final invoicing and payment schedule.

**5.6 General Indemnity:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify JCCFS, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended

performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by officials (including the Executive Director, the Board of Directors, as well as employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, general liability insurance as outlined above. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self- insurance maintained by or for the use and benefit of the Contractor.

- 5.7 Hold Harmless:** The Contractor shall indemnify JCCFS against all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract.

JCCFS shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to JCCFS property. The Contractor shall do nothing to prejudice JCCFS's right to recover against third parties for any loss, destruction, or damage to JCCFS property.

**Certification Statement**

By submitting this sealed bid, the potential Contractor certifies the following:

- The proposal is signed by an authorized representative of the entity.
- All costs, direct and indirect, have been determined and are included in the pricing proposal.
- No substantial conflict of interest exists which influenced the submitted bid.
- The bidder has read and understands the terms, conditions, and requirements set forth in this Request for Proposal and agrees to them with no exceptions. If exceptions exist, those exceptions must be certified and attached to this bid and noted below.
- Do you have any exceptions to this bid? \_\_\_\_\_

Individual/Entity Represented: \_\_\_\_\_

By:

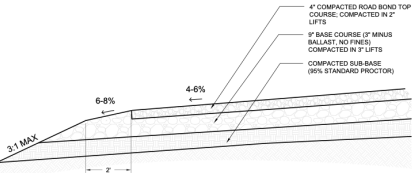
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

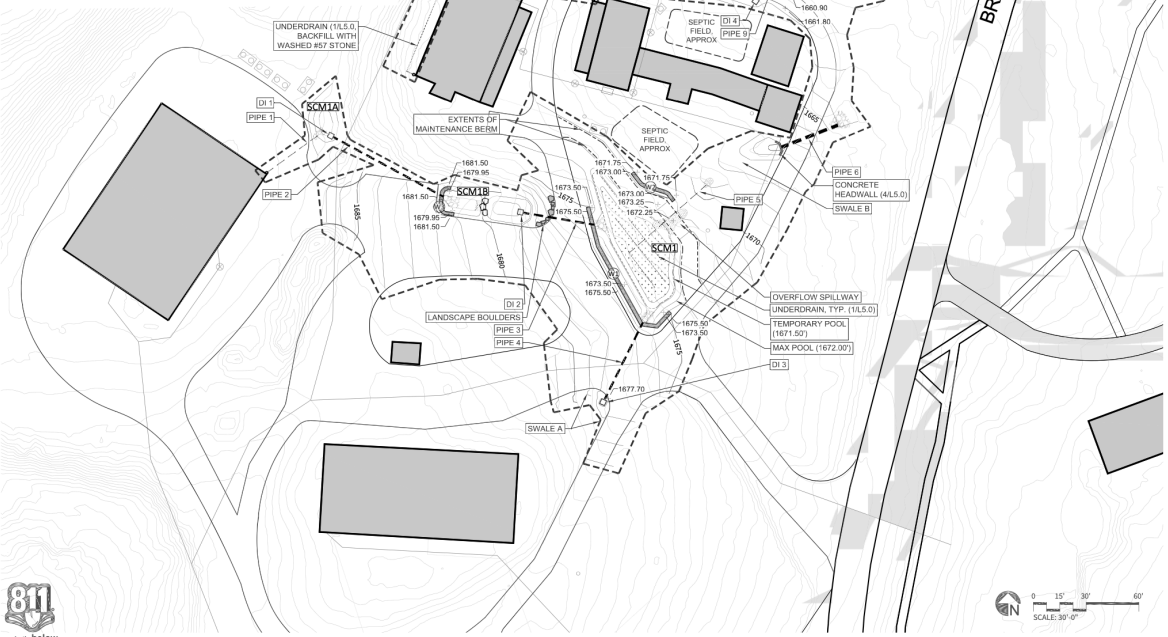
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	GRAVEL DRIVEWAY OR WALKWAY				
2	ASPHALT ROAD				
3	EXISTING BUILDING				
4	EXISTING TREE				
5	PROPOSED MAJOR TOPOGRAPHY LINE				
6	PROPOSED MINOR TOPOGRAPHY LINE				
7	EXISTING TOPOGRAPHY				
8	LIMITS OF WORK				
9	AREA OF BIORETENTION MEDIA				
10	ROCK RIFFLE				
11	SCM POOL LIMITS				
12	MAINTENANCE BERM				
13	CONCRETE HEADWALL				
14	ROCK OUTLET PROTECTION				
15	APPROX. LOCATION OF SEPTIC DRAINFIELD				
16	ROCK CHECK DAM				
17	LANDSCAPE BOULDERS				
18	DRAINAGE PIPE				
19	DROP INLET				
20	BOULDER WALL				
21	UNDERDRAIN				
22	DOWNSPOUT				
23	SEPTIC TANK				
24	ELECTRIC POLE				
25	WATER SHUT OFF				



1 GRAVEL ROAD PROFILE (FOR REPAVING LOCATIONS)  
L2.0



- ### LEGEND
- GRAVEL DRIVEWAY OR WALKWAY
  - ASPHALT ROAD
  - EXISTING BUILDING
  - EXISTING TREE
  - PROPOSED MAJOR TOPOGRAPHY LINE
  - PROPOSED MINOR TOPOGRAPHY LINE
  - EXISTING TOPOGRAPHY
  - LIMITS OF WORK
  - AREA OF BIORETENTION MEDIA
  - ROCK RIFFLE
  - SCM POOL LIMITS
  - MAINTENANCE BERM
  - CONCRETE HEADWALL
  - ROCK OUTLET PROTECTION
  - APPROX. LOCATION OF SEPTIC DRAINFIELD
  - ROCK CHECK DAM
  - LANDSCAPE BOULDERS
  - DRAINAGE PIPE
  - DROP INLET
  - BOULDER WALL
  - UNDERDRAIN
  - DOWNSPOUT
  - SEPTIC TANK
  - ELECTRIC POLE
  - WATER SHUT OFF

### PROJECT NARRATIVE

10-YR STORM ATTENUATED  
80,000 SF TREATED  
1,950 SF IMPERVIOUS REDUCTION

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	GRAVEL DRIVEWAY OR WALKWAY				
2	ASPHALT ROAD				
3	EXISTING BUILDING				
4	EXISTING TREE				
5	PROPOSED MAJOR TOPOGRAPHY LINE				
6	PROPOSED MINOR TOPOGRAPHY LINE				
7	EXISTING TOPOGRAPHY				
8	LIMITS OF WORK				
9	AREA OF BIORETENTION MEDIA				
10	ROCK RIFFLE				
11	SCM POOL LIMITS				
12	MAINTENANCE BERM				
13	CONCRETE HEADWALL				
14	ROCK OUTLET PROTECTION				
15	APPROX. LOCATION OF SEPTIC DRAINFIELD				
16	ROCK CHECK DAM				
17	LANDSCAPE BOULDERS				
18	DRAINAGE PIPE				
19	DROP INLET				
20	BOULDER WALL				
21	UNDERDRAIN				
22	DOWNSPOUT				
23	SEPTIC TANK				
24	ELECTRIC POLE				
25	WATER SHUT OFF				



NOTE: Drawing was created without digital stamp by professional

DESIGN BY:	DRAWN BY:	CHECKED BY:

DATE: \_\_\_\_\_

REVISIONS:

NO.	DESCRIPTION	DATE

John C. Cambell Folk School  
**CAMPUS STORMWATER DESIGN**  
Brasstown, NC 28802  
One Folk School Road

Copyright © 2024, Equinox Environmental  
Consulting & Design, LLC

PHASE: 100%

DATE: January 8, 2024

DRAWING SCALE: AS SHOWN

NOTE: If this drawing is not "AS SHOWN" it has been revised from the original and all the notes and/or drawings are no longer applicable.

DRAWING TITLE: GRADING & STORMWATER PLAN

**L2.0**