

## INFORMATION FOR BIDDERS

1. **BID LOGISTICS.** Bids will be received by **Buncombe County General Services Department** in the Buncombe County Building Officials Board Room at 30 Valley Street, Asheville, NC 28801 until **2:00 pm, Tuesday, July 8, 2025** and then at said location publicly opened and read aloud.

A Pre-Bid Meeting will be held **10:00 am, Tuesday, June 17, 2025** in the Buncombe County Building Officials Board Room at 30 Valley Street, Asheville, NC 28801. A Visit to the Site will take place immediately following the Pre-Bid Meeting. While the Pre-Bid Meeting is not mandatory, all General Contractors are encouraged to be represented at the meeting.

Each Bid must be submitted in a sealed envelope, addressed to **Robert Brown, Facilities Project Manager**. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for **New EMS Station East for Buncombe County**, and the envelope should bear on the outside the Bidder's name, address, and license number. Absolutely no bids will be accepted after **2:00 p.m.** local time.

2. **SITE INSPECTION.** The contractor shall examine the premises to determine the extent of work involved and the conditions under which he must operate in performing his work. The submission of a Bid will be construed as evidence that such an examination has been made, and no subsequent allowance will be made in this connection on behalf of the contractor for any error or negligence on his part.
3. **SINGLE PRIME CONTRACTS.** The Owner will accept bids under the single-prime contract system only
4. **SINGLE-PRIME CONTRACTS.** All single-prime bidders must identify on their bid the sub-contractors they have selected for the subdivisions or branches of work for:
  - (1) Plumbing;
  - (2) Mechanical; Heating, ventilating, and air conditioning;
  - (3) Electrical;

No contractor whose bid is accepted shall substitute any person as subcontractor in the place of the subcontractor listed in the original bid except with the approval of the Owner for good cause as shown by the contractor.

The terms, conditions and requirements of each contract between the Bidder and the subcontractor set out above performing work under a subdivision or branch of work listed above shall be substantially the same as the terms, conditions and requirements of the contract between the Bidder and the Owner.

5. **BID FORM.** All Bids must be made on the required Bid form all spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.
6. **BID ACCEPTANCE/REJECTION.** The Owner may waive informalities, irregularities, or minor defects in a Bid received and accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

The Owner shall have the right to accept all, some, or none of the Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

7. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve the Contractor from

fulfilling any of the conditions of the contract. All requests for clarification shall be submitted in writing and directed to the attention of the Architect via Bidding General Contractors only. All requests for clarification to be received no later than **June 27, 2025**. Please submit to Gina Moore ([gmoore@adwarchitects.com](mailto:gmoore@adwarchitects.com)) at ADW Architects.

8. **LIQUIDATED DAMAGES.** The Contractor is required to complete the project within **420** calendar days from notice to proceed. It shall be the responsibility of the Contractor to pursue the orderly progression of all work until the project is completed. Should the Contractor fail to assure the completion of the total project satisfactorily within the time period specified in the contract, the Contractor shall be charged with liquidated damages at a rate of **Five Hundred Dollars (\$500)** per calendar day until the total project is successfully completed. Completion of the project shall be defined as substantial completion (as described in AIA document A201-2017).

If, through the acts or omissions of the Contractor, the sub-contractor should suffer loss or damage on the work, the Contractor agrees to settle with such other sub-contractor by agreement if such sub-contractor will so settle.

It will be the responsibility of the Contractor to produce, within ten (10) working days after receipt of notice to proceed with work, a Proposed Work Progress Schedule to include (among other things) specifications as to time frame for work to be done. The Contractor shall submit said schedule to the Architect.

9. **BID QUALIFICATION.** The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
10. **CONTRACT ADDITIONS (Extra Work).** As the work progresses the contractor may be required to perform extra work as required by the Owner and/or the Architect. The mark-up for this extra work shall be cost plus a combined maximum of **15% of net cost** of work; refer to General Conditions for additional clarification. This mark-up shall include all overhead, profit/fee, supervision, etc.
11. **CONTRACT REDUCTION.** The Contractor should note that the Owner retains the exclusive right to reduce any or all contracts referred to within the contract documents for budgetary or other reasons. Should the Owner choose to reduce any or all said contracts, said Contractor to provide a credit of **not less than 5% profit** in addition to the cost of the work to account for the reduction in profit/fee; refer to General Conditions for additional clarification.
12. **CONTRACTORS LICENSE.** All firms for the general portion of the contract must possess an up-to-date **North Carolina Contractors License to do work in North Carolina** plus any other applicable licenses. All firms bidding on trade contracts or subcontracting portions of the general or a trade contract must possess all required applicable licenses for work in **North Carolina**.
13. **ADA REQUIREMENTS.** The Contractor during the period of this contract will be required to comply with all provisions of the Americans with Disabilities Act.
14. **SALES AND USE TAX.** Upon submission of each partial payment or request for payment, the Contractor must furnish for themselves, as well as for all subcontractors, a minimum of (4) original, notarized pay requests. Also, include a minimum of (4) original, notarized tax statements stating the cost of the property purchased from each vendor and the amount of sales and/or use taxes paid thereon and a minimum of (3) copies of all associated invoices. In the event the Contractor makes several purchases from the same vendor, such certified statements must indicate the invoice numbers, the inclusive taxes paid thereon. Such statements must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of sales or use tax paid thereon by the Contractor. Similar certified statements by his

- sub-contractors must be obtained by the Contractor and furnished to the Owner. The amounts of the prices of the items state sales tax, and County or City sales tax, and use tax shall be totaled at the bottom of each page, and a grand total at the bottom of the page. Sales tax on secured items shall be reported monthly. Use the State and County Sales/Use Tax Statement & Certification included in section 01 29 13.
15. **WEATHER DELAY.** Contractor's sole remedy for delays caused by abnormally adverse weather shall be an extension of time. In order to demonstrate delay as the result of abnormally adverse weather, the Contractor shall demonstrate that the critical path activities have been delayed. In order to be considered a day of delay, the Contractor shall demonstrate that work was prevented on critical path activities for more than fifty percent (50%) of the day of adverse weather. Weather days occurring on holidays, Saturday, or Sundays will not be considered as delays significant to the Contract completing date, and shall be included in the Bid. The request for a weather delay shall be made within 20 days following cause of delay; all requests after this date will be rejected. Refer to General Conditions for additional clarification.
16. **BUILDERS RISK INSURANCE.** Shall be provided by the Contractor.
17. **NON-DISCRIMINATION IN EMPLOYMENT.** During the performance of this Contract, the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, color or religion, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equal during employment without regard to race, color, sex, religion, handicap or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation: and selection of training, including apprenticeship.
18. **DAMAGES.** The Contractor shall indemnify the Owner and Architect for any claim or legal action against the Owner and Architect by any Subcontractor or supplier as a result of injury or damages caused by that Contractor to others. The Contractor responsible for the injury must defend, indemnify and save the Owner and Architect harmless, including paying judgments against the Owner and Architect, all costs and expenses, legal or otherwise, incurred by the Owner and Architect in defending the suit.
19. **PERFORMANCE & PAYMENT BOND:** The successful General Contractor will be required to provide a Performance Bond and Payment Bond for 100% of Contract Amount after selection.
20. **PARTICIPATION BY MINORITY BIDDERS.** Bidders shall review and satisfy the requirements of the **State of North Carolina** Verifiable 10% Percentage Goal for Participation by Minority Businesses (required forms attached) Bidders will be required to provide documentation that this State Statute has been satisfied.
21. **COMPLIANCE WITH E'VERIFY:** Buncombe County is required by law to include compliance with E'Verify in their contracts. The successful bidder will have to affirm that they understand that E'Verify is a federal verification program operated by the United States Department of Homeland Security and other federal agencies to verify work authorization of all employees pursuant to federal law in accordance with NCGS 64-25(5). The successful bidder will have to affirm that they must use E'Verify when hiring employee(s) to work in the United States and shall verify the work authorization of employee(s) through E'Verify in accordance with NCGS 64-26(a). Successful bidder's sub-contractors must also comply with E'Verify, and successful bidder must ensure compliance with E'Verify by all sub-contractors.
22. **Bid:** Bidding Contractors to HOLD all Bids for a minimum of 60 Days.