



**TRANSYLVANIA**  
— COUNTY —  
NORTH CAROLINA

**INVITATION FOR BIDS (IFB)**

**COVE CREEK ROAD AQUATIC ORGANISM PASSAGE  
NATIONAL FOREST STATE ROAD 809  
COVE CREEK CAMPGROUND**

**RELEASE DATE: MARCH 15, 2020**

**BID DUE DATE: APRIL 7, 2020**

**MANDATORY PRE-BID MEETING: TUESDAY, MARCH 24, 2020 2PM**

**TRANSYLVANIA COUNTY ADMINISTRATION COMMISSIONERS  
CHAMBERS**

**QUESTIONS DUE: MARCH 31, 2020**

## **INTRODUCTION**

Transylvania County, hereby referred to as (Owner) will be accepting bids from licensed contractors hereby referred to as (contractor) for **THE COVE CREEK ROAD AQUATIC ORGANISM PASSAGE, NATIONAL FOREST STATE ROAD 809, COVE CREEK CAMPGROUND.**

## **SCOPE OF WORK**

The project consists of replacing the current approach with an aquatic organism passage as detailed in the attached Cove Creek AOM issued by the USDA Forest Service Region 8.

This information will be reviewed in full detail at the mandatory pre-bid meeting on Tuesday, March 24<sup>th</sup> at 2pm at Transylvania County Administration Building located at 101 South Broad Street, Brevard, NC 28712.

**\*\*\*SEE DRAWINGS AND ATTACHED DOCUMENTS FOR MORE INFORMATION ABOUT THE SCOPE OF WORK\*\*\*  
Hard copies can be picked up at the MANDATORY PRE BID MEETING.**

## **GENERAL CONDITIONS**

### **Materials, Equipment and Employees**

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, and incidentals necessary for the completion of his work; install, maintain, and use all equipment and other utensils required for construction in a safe, proper and lawful manner and remove same from the site upon completion; construct in the best and most workmanlike manner a complete job and everything incidental thereto, as described in the attached Scope of Work, and in accordance with the requirements of the contract documents.

Any proposed work that is beyond the defined Scope of Work must be approved in writing by the Owner prior to its commencement.

Any and all subcontractors that perform work on behalf of the Contractor must be listed in the Bid Form and approved by the Owner. Any changes to the subcontractor listing in the Bid Form, whether it be the subcontractor themselves or the type of work performed by a listed subcontractor must be approved in writing by the Owner prior to them beginning work.

The Contractor shall direct the work or designate a superintendent who shall direct the work and who has the authority to act for the Contractor. The Owner may appoint one or more representatives to act on the County's behalf.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

### **Safety Requirements**

The Contractor shall be responsible for and provide all the necessary protections for persons and property as required by laws or ordinances governing such conditions and as required by the Owner. Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry, the AGC Accident Prevention Manual in Construction, and North Carolina Building Code requirements.

Contractor shall be responsible for any damage to the landowner's property or that of others on the job, by himself or his personnel and shall make good such damages. Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to the following:

1. Employees on the work and other persons who may be affected
2. Work materials and equipment to be incorporated therein, whether in storage on or off site under care and custody of the contractor
3. Any property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards, and shall protect against damage or injury resulting from falling materials. Contractor shall maintain all protective devices and signs throughout the progress of the work, clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

## **General Insurance Requirements**

The Contractor must have, or obtain, and maintain an insurance policy that meets the following minimum requirements:

1. shall be issued by an insurance carrier acceptable to the Owner;
2. shall be kept in force throughout performance of the General Contractor's services and for one (1) year after the end of such performance;
3. shall be an occurrence policy; and,
4. shall be evidenced by a certificate of insurance acceptable to the Owner which provides that the coverage evidenced thereby shall not be substantially modified or canceled without twenty-eight (28) calendar days prior written notice to the Owner. Transylvania County must be listed as an additional insured on the certificate with a notation of the project name.
5. Limits of coverage to be included on certificate of insurance are:
  - General Liability: \$1,000,000 per Occurrence / \$2,000,000 Aggregate
  - Automobile Liability: \$1,000,000 per occurrence
  - Worker's Compensation: \$500,000

## **Clean Up**

The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by Transylvania County.

## **Permits**

It will be the responsibility of the Owner to apply for and acquire any and all applicable permits.

## **Mediation and Arbitration**

Should a claim or dispute arise related to this contract, the Owner and the Contractor agree to follow the procedure described by North Carolina in its Alternative Dispute Resolution Program, whereby the parties make a good faith effort to resolve conflicts through mediation or, in the event mediation fails, through binding arbitration before legal action is initiated. The costs of mediation and binding arbitration are shared equally by the parties.

## **BID PROCESS AND INSTRUCTIONS TO BIDDERS**

### **Standard Form Requirements**

Contractors submitting a Bid represent that they have read and understand this Invitation for Bid (IFB), have visited the site, are qualified to perform the work described in the Scope of Work, and agree to comply with the stipulations presented in the General Conditions.

### **Bidding Documents**

Contractors may pick up all necessary Bidding Documents from the Owner in person at the County's Finance Office at 101 South Broad Street, Brevard, NC 28712. The Owner does not assume responsibility for errors of misinterpretation resulting from the use of incomplete documents. It is the responsibility of each contractor to inquire directly with the Owner about any aspect of the Bidding Documents that is not fully understood or is believed to be susceptible to more than one interpretation. **Transylvania County will accept all questions following the mandatory pre-bid meeting regarding this IFB in writing until 4:00 pm EST on **March 31, 2020**.** Written questions can be submitted to Jennifer Galloway, 101 South Broad Street, Brevard, NC 28712 or emailed to [jennifer.galloway@transylvaniacounty.org](mailto:jennifer.galloway@transylvaniacounty.org).

**Mandatory Pre-Bid Meeting will be held on TUESDAY MARCH 24, AT 3PM EST in TRANSYLVANIA County Administration Building.**

Interpretations, corrections and changes of Bidding Documents will be made by Addendum. Revisions to Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

Each Bidder shall ascertain prior to submitting a Bid that he has received all Addenda issued and shall acknowledge their receipt on the Bid Form. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive, and therefore rejected.

### **Submission of Bid**

**Transylvania County will receive bids by mail or delivered in person no later than 4:00 PM EST on APRIL 7, 2020 at the address below. Bids received after this time will not be accepted.**

One (1) copy of the bid is to be submitted on the Bid Form provided in the Bid Package. Submit bids addressed to:

**Jennifer Galloway, Purchasing Agent  
Transylvania County  
101 South Broad Street  
Brevard, NC 28712**

Please clearly label envelope with Project Name, Bidders Name, and License Number on the outside of envelope. Transylvania County reserves the right to waive irregularities and to reject any and all bids.

All information requested on the attached Bid Form must be provided. If an item is not applicable, please indicate so by writing in "N/A".

**Incomplete forms may cause the bid to be considered non-responsive, and therefore rejected.**

**Consideration of Bids**

Transylvania County will review and evaluate the Bids on the following criteria:

- Ability to comply with General Conditions in the IFB and the General Information in the Specifications.
- References
- Cost
- Projected completion date of project/ the number of days estimated to complete project.

**Award and Notification**

The award will be granted to the Contractor who submits the best overall bid as determined by Transylvania County using the evaluation criteria outlined above. The contract shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the ability to complete the project within given scheduling constraints. The Owner will notify the selected bidder in writing. The Contractor should be prepared to have the bid incorporated, along with all other written correspondence concerning this IFB, into the contract. Any false or misleading statements found in the bid will be grounds for disqualification. All bids submitted shall be valid for a period of 45 days from the deadline for submitting the bid.

**Right to Reject Bids**

Transylvania County reserves the right to reject any or all bids, with or without cause, when such rejection is determined to be in the interest of the Owner. Transylvania County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the Owner.

**CONTRACT**

It is expressly understood by bidders that a contractual agreement must be properly signed and executed by the Owner and the Contractor to consummate the transaction prior to commencement of work on the project.

**Contract Requirements**

**Contract**

Upon acceptance and award of a contractor's bid, the contract between the Contractor and the Owner shall be comprised of (a) the IFB and addenda, (b) the selected bid (response to the IFB by the Contractor) and any attachments thereto, (c) the contract documents as defined in the IFB and (d) all other written communications between the Owner and the Contractor concerning the transactions. The IFB will govern in the event of conflict between the IFB and the selected bid.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

### **Bidder Incurred Costs**

The Owner will not be liable for any cost incurred by Bidders prior to the contract award date.

### **Payment**

Payment terms will be negotiated with the awarded Bidder. Preferred method is net 30.

### **Default**

In case of default by the Contractor, the Owner may procure the articles and/or services called for in the contract from other sources and hold the Contractor responsible for any excess cost associated therewith. The performance of the contract may be terminated by Transylvania County in accordance with this clause, in whole or in part, in writing whenever the County shall determine that the Contractor has failed to meet performance requirements of the contract.

### **Assignment**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the Owner; its rights, title, or interest herein; or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Transylvania County.

### **Governing Law and Forum**

The contract between the Owner and the Contractor shall be governed in accordance with the laws of the State of North Carolina.

### **Amendments and Modifications of Contract; Waiver of Contract Terms**

The contract between the Owner and the Contractor shall not be amended or modified, nor any of its terms waived, except in writing and executed by the party against whom enforcement of the amendment, modification, or waiver is sought.

### **Indemnification**

The Contractor shall indemnify and hold Transylvania County, its officers, agents, and employees harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorneys' fees that (a) arise out of, are connected with, or result directly or indirectly from the Contractor's failure to perform any of its obligations under this IFB; or (b) result from any negligent act or omission of the Contractor, its employees or agents in the performance of services; or (c) are a result of breach of any of the Contractor's warranties. The indemnification responsibilities created by this section shall survive and be enforceable after the contract between the Owner and the Contractor terminates or expires, and they shall be terminated only by the written agreement of the Contractor and the Owner.

**BID FORM**

**TO: Jennifer Galloway**  
**Transylvania County Finance Office**  
**101 South Broad Street**  
**Brevard, NC 28712**

I have received the documents entitled: **COVE CREEK AOP**

I have received Addenda #\_\_\_\_#\_\_\_\_#\_\_\_\_ and have included their provisions in my Proposal. I have examined both the documents and the site and submit the following proposal. This proposal includes all work as indicated in the Drawings and Specifications.

In submitting this proposal, I agree:

1. To hold my bid open for 90 days.
2. To enter into and execute a Contract, if awarded, on the basis of this proposal.
3. To accomplish the work in accordance with the Contract Documents.
4. To provide all required documentation regarding sales tax information associated with this project to the Owner in accordance with government requirements in order for the Owner to receive reimbursement.
5. To provide Transylvania County with Certificate of Insurance with coverages as outlined in the bid package.
6. TO BE ABLE TO BEGIN WORK BETWEEN THE DATES OF APRIL 16 TO APRIL 30.

**For consideration of your bid, please provide the following information.**

**BUSINESS INFORMATION**

Name of business and location(s) of business:

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Please provide current NC Contractors License number(s): \_\_\_\_\_

**REFERENCES**

**Please provide information on three projects completed within the past five years that demonstrate experience and expertise in the types of work outlined in the Scope of Work.**

Project Description	Owner Name	Phone Number	Email Address

**OFFER**

Having read the IFB and examined the site of the Project Site and reviewed the bid documents, I hereby offer to enter into a contract to perform the repairs as presented in the Scope for DSS HVAC REPLACEMENT SECTION U3 Located at Community Services Building, 106 Morgan Street, Brevard, NC 28712.

ESTIMATED START DATE: \_\_\_\_\_  
\*MUST BE BETWEEN APRIL 16 AND APRIL 30

ESTIMATED COMPLETION DATE: \_\_\_\_\_

**BASE BID- I will construct this project for the lump-sum price of:**

\$ \_\_\_\_\_  
Numerical amount                      Written amount

It is understood that the lump-sum price will include required labor, tools, equipment, transportation, services and incidentals; the erection, application or installation of an item of the work being performed, and overhead and profit.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
*(name and position with business)*

BUSINESS  
NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**BIDDERS CHECK LIST:**

- 1. One Copy of Bid Form**
  - a. Note Addenda Received (all Addenda issued by number)**
  - b. E-VERIFY**
  - c. Bid Form must be completely filled in to be considered responsive and responsible.**