

## SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

01. Sealed proposals will be received by Rutherford County in the Commissioners Chambers at 289 North Main Steet, Rutherfordton, NC until 2:30pm May 16<sup>th</sup>, 2023, for the furnishing of labor, materials, and equipment for the NEW ANIMAL SHELTER FOR RUTHERFORD COUNTY. The Owner reserves the right to reject any or all bids. Bid opening is public.

02. Location of Site:

The site is located at 545 Laurel Hill Drive, Rutherfordton, NC 28193.

03. Contract:

A single bid will be received including all work under the General Contract. The General Contractor's Base Bid shall include all labor, materials, supplies, and equipment necessary to complete the work in its entirety including General Construction, Plumbing, Mechanical, and Electrical.

04. Bidding Documents:

Bid documents will be made available digitally only in PDF format. Contact the office of the Architect for bid documents. Bid documents may also be viewed on the County's website.

05. Prebid Conference

A Prebid Conference will be held in the Commissioners Chambers at 289 North Main Steet, Rutherfordton, NC at 2:30pm, April 27<sup>th</sup>, 2023.

06. Bids:

All Contractors are notified that General Statutes of N.C., Chapter 87, Article 1, General Contract, and as amended, will be observed in receiving bids and awarding contracts. All federal, state, and municipal laws governing each respective trade, will be complied with.

Submit on bid forms included with these specifications. Submit bid in a sealed envelope, so marked as to indicate its contents without being opened.

a. Bidder shall fill in and sign his bid correctly. Bid forms that show any omissions, alterations of form, additions not called for, conditional bids, or any irregularities of any kind may be rejected.

b. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of 30 days.

c. It is the Owners' intention to award a contract for completion of this project to the contractor submitting the lowest bid. However, the Owner reserves the right to reject any or all bids, or to accept any bid submitted, and to waive any informalities.

d. Payments will be made by the Owner once a month in an amount equal to ninety percent (90%) of the work completed and final payment within thirty (30) days after the completion and acceptance of the work.

07. Contractor's License:

Bidders must have proper license for Contractors as required by State Laws governing their trades. Bidder's license number shall be listed on his Bid Form and on the outside of sealed envelope in which Bid is submitted.

08. Site Investigation:

Each Bidder shall, before submitting his bid, examine the site to determine the extent of work involved and the conditions under which he must operate in performing this 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.

09. Interpretation of Drawings and Specifications:

Should a Bidder find discrepancies or ambiguities in, or omissions from drawings and specifications, or should he be in doubt as to their meaning, he shall at once notify the Architect who will issue an interpretation in the form of an addendum. This addendum will be forwarded to all Bidders.

a. Bidders must act promptly and allow sufficient time for a reply to reach them before the date established for submission of bids. At a minimum bidders shall request clarification of specifications no later than seven (7) calendar days prior to bid opening.

b. No addendum will be issued later than three (3) days prior to bid opening.

c. Each Bidder must acknowledge receipt of all addenda in his Bid.

d. No oral interpretations will be made to any Bidder as to the meaning or intent of the Contract Documents or be effective to modify and of the provisions of the documents.

10. Permits, Fees, and Taxes:

Cost for sewer, water and electrical permits and taps; fees for inspections as required by City, County, and/or State authorities; Social Security and other applicable local and Federal Government taxes and costs of all other permits, inspections, and licenses for which the Contractor is liable shall be included in his estimate for the work.

11. Bid Security:

Each Bid shall be accompanied by a cash deposit, a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond executed by a Surety Company licensed under the laws of N.C. to execute such bonds. The amount of such bid security shall be equal to 5% of the bid.

a. Bid security shall be retained by Owner as liquidated damages in event of failure of successful bidder to execute Contract within ten (10) days after award or to give satisfactory surety as required by law (General Statutes of N.C., C.143, Art. 8, S.129).

b. Bid Bond, if submitted as security, shall be conditioned that the Surety will upon demand forthwith make payment to the obligee upon said bond if the Bidder fails to execute the Contract in accordance with the Bid Bond, and upon failure to forthwith make payment, that the Surety shall pay to the obligee an amount equal to said Bond.

12. Liquidated Damages:

See Section 01 20 00 – Liquidated Damages.

13. Minority Businesses:

Contractors shall take note that Rutherford County requires documentation of minority participation of a minimum of 10% of the contract price or a good faith effort to achieve such. The following documents shall be used to document minority participation: “Identification of Minority Business Participation” and either Affidavit A, “Listing of Good Faith Efforts”, or Affidavit B, “Intent to perform Contract with Own Workforce”, shall be submitted with your bid. After being notified as being the lowest responsible bidder, Affidavit C, “Portion of Work to be Performed by Minority Firms is 10% or More”, or Affidavit D, “Good Faith Efforts”, will be required within 72 hours after notification of being such bidder.

END OF SECTION.