

## INVITATION TO BID

1. a. Sealed proposals will be received by Rowan County in the Rowan County Administrative Offices, 1<sup>st</sup> Floor Conference Room, 130 West Innes Street, Salisbury, North Carolina, up to **2:00 PM on Thursday, February 5, 2026** and directly thereafter publically opened and read for the furnishing of labor, materials and equipment entering into the construction of the **Dan Nicholas Campground Bathhouses and Picnic Shelter Restrooms** for Rowan County, Salisbury, North Carolina, including all required work described on the plans and specifications for general work (which includes site, civil, structural, plumbing, mechanical, and electrical work).
- b. Project is described on the full set of drawings referenced on the Cover Sheet Index, plus any changes issued from the office of the architect by Bulletin Drawing and/or Addenda. The Base Bid consists of the following: This project is the new construction of three (3) new structures, including demo of three (3) existing structures.
  - a. **New Construction of three new buildings:**
    1. **Campground Bathhouse 1 (upper) - #2026-024**
    2. **Campground Bathhouse 2 (lower) - #2026-025**
    3. **Picnic Shelter Restroom - #2026-018**
  - b. **NOTE: Buildings have different funding sources. GC will track each of the three structures separately, using separate Schedules of Value, separate Pay Apps, separate Close Outs, etc.**
  - c. **Proposals will require separate bids for each building, however the contract will be awarded to the single GC with the lowest TOTAL BID of all 3 buildings.**
  - d. Each building is CMU masonry, one-story structures including CMU/masonry walls, wood truss roof, metal roofing, concrete slab on grade, finishes, accessories, and systems as described on the drawings and specifications
  - e. Base bid must include all listed allowances and unit prices.

The project includes typical general construction work:

- Building Demo;
  - CMU / Masonry
  - Wood trusses and framing;
  - Misc. steel framing and fabrications;
  - Waterproofing and dampproofing;
  - Roofing – standing seam metal roof;
  - Doors, hardware, windows, hollow metal frames;
  - Moisture Resistant gypsum board walls and ceilings;
  - Finishes – wall tile, epoxy flooring, paint, etc.;
  - Typical Plumbing work as a major subcontractor to the general - sewer piping, water piping, fixtures, etc.;
  - Typical HVAC work as a major subcontractor to the general – Air handling equipment, piping (gas, condensing, condensate), air distribution equipment, duct systems, ventilation system, controls, etc.;
  - Typical Electrical work as a major subcontractor to the general - electrical service, service distribution, receptacles, lighting, emergency systems, equipment, and miscellaneous special systems such as sound, data, telephone, security, etc.;
  - Alternates shall be taken as described on drawings and specifications.
- c. Alternates shall be taken per requirements of Division 1, are listed in Division 1, Section 01030.

- d. Proposals shall be received for the following work: **General Construction work**, which will include Site, Civil, Structural, Plumbing, Mechanical, and Electrical work.
2. a. After **January 8, 2026**, complete plans, specifications and contract documents will be available for inspection in the following offices:  

THE BOGLE FIRM ARCHITECTURE, PLLC., 110 N. Main Street, Suite 200, Salisbury, NC  
Bogle Firm web site [www.boglefirm.com](http://www.boglefirm.com)
- b. "Bonafide Bidders" may obtain one (1) complete set of plans and specifications at the Architect's office for a deposit of \$250.00. The deposit shall be returned to bona fide bidders if all bid documents are returned to the Architect in good unmarked condition within 10 days after the receipt of bids.
- c. **NOTE:** "Bonafide bidder" is defined as a properly licensed General Contractor which provides to the Owners, timely received and properly submitted bids that if low will contract with the Owners for the work for which their bid was submitted.
- d. Additional sets of plans and specifications may be obtained by prime contractors but must be purchased by contractors. **NO REFUND WILL BE GIVEN FOR COSTS OF EXTRA SETS PURCHASED.** Contractors shall contact **Bogle Firm Architecture** for placing orders for extra sets.
- e. Subcontractors and Material suppliers may purchase single sheets of plans from the Architect's printer. Subcontractors and Material suppliers shall contact **Bogle Firm Architecture**. Subcontractors and Material suppliers are invited to visit the AGC and Dodge Report offices to ascertain the quantity and specific sheets desired. The Architect will assume no responsibility in selection of required drawings or specification sheets.
3. A **Pre-Bid Conference** for invited bidders will be held by the Architect at the project site, 6800 Bringle Ferry Road, Salisbury, North Carolina, 28144 at **10:00 AM, Wednesday, January 14, 2026**, to answer questions pertaining to the project. **Attendance is HIGHLY RECOMMENDED for ALL bidders.**
4. All Contractors and Subcontractors must have proper license under the State laws governing their respective trades.
5. Each proposal must be accompanied by a **certified check** drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than 5% of the proposal. In lieu thereof, a bidder may offer a **bid bond** of 5% of the bid, executed by a surety company licensed under the laws of North Carolina to execute such bonds, 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. Upon failure to forthwith make payment, the surety will pay to the Obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten days after the award, or to give satisfactory surety as required by law. (General Statutes of North Carolina, C0143, Article 85 - 129).

**NOTE: BID BOND OR CERTIFIED CHECK MUST BE ATTACHED TO THE SEALED FORM OF PROPOSAL IN A SEPARATELY SEALED ENVELOPE.**

6. **Bonds: Separate Performance and Payment Bonds will be required for one hundred percent (100%) of the contract price.**
7. Payment will be made on the basis of 95% of approved monthly estimates of work completed (until a maximum of 5% of the contract amount is reached). Final payment will be made and Final Certificates will be issued upon acceptance of the work.
8. No bid may be withdrawn after time set for receiving bids for a period of **sixty (60) days**.
9. **All bidders are required to provide the AIA A305-Contractor's Qualification Statement with their bid and such other information as may be required in the Supplementary Instructions to Bidders.**

10. Owner reserves the right to waive irregularities and to reject any or all proposals.

Pete Bogle, AIA  
THE BOGLE FIRM ARCHITECTURE, PLLC  
110 N. Main Street Suite 200  
Salisbury, North Carolina 28144

For - Rowan County  
130 W. Innes Street  
Salisbury, NC 28144  
December 2025

## INSTRUCTIONS TO BIDDERS

## SECTION 1 - SITE CONDITIONS:

Bidders shall inform themselves fully of site conditions relating to construction and labor as well as other pertinent conditions before submitting a proposal.

## SECTION 2. EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

- A. Should a bidder find discrepancies in or omissions from the plans, specifications, and/or contract documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send written instructions to all bidders. **Neither Owner nor Architect will be responsible for any oral instructions.**
- B. Every request for such interpretation or clarification shall be in writing addressed to the Architect, THE BOGLE FIRM ARCHITECTURE, PLLC., at the following email address:  
[pete@boglefirm.com](mailto:pete@boglefirm.com)

**To be given consideration, the request must be received at least three (3) days prior to the bid date of the project. The interpretation and/or supplementary information will be emailed to all prospective bidders not later than one (1) day prior to the date fixed for the receipt of bids.**

- C. Bulletins or Addendum issued and received during the bidding period become a part of the contract documents **and must be acknowledged on the Form of Proposal by all bidders.**

## SECTION 3. PROJECTS RECEIVING FEDERAL FUNDING:

**N/A for Dan Nicholas Campground Bathhouses and Picnic Shelter Restrooms Project.**

## SECTION 4. ROWAN COUNTY PROJECTS:

- A. Award Criteria - The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.
- B. Pricing - Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.
- C. Non-Discrimination - The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.
- D. Conflict of Interest – All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.
- E. Collusive Bidding - The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

- F. General Indemnity - The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder 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 Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.
- G. Termination:
- a. Termination For Cause
    - i. The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.
    - ii. If the Contractor:
      1. Fails to begin the work under the contract within the time specified.
      2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
      3. Performs the work unsuitably.
      4. Discontinues the prosecution of the work.
      5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
      6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.
    - iii. The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.
    - iv. If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.
    - v. All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due

or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

- b. Termination for Convenience
  - i. If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.
  - ii. No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

**SECTION 5. INSURANCES: Contractor must carry the following insurances:**

**A. Workers' Compensation:**

- (a) State: Statutory
- (b) Applicable Federal: Statutory
- (c) Employer's Liability: \$ 500,000.00

**B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):**

- (a) Bodily Injury - including Personal injuries:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate
- (b) Property Damage:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate
- (c) Products and Completed Operations to be maintained for twelve months (12) after final payment.

**C. Contractual Liability:**

- (a) Bodily Injury:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate
- (b) Property Damage:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate

**D. Personal Injury, with Employment Exclusion deleted:**  
\$ 2,000,000.00 Annual Aggregate

**E. Comprehensive Automobile Liability:**

- (a) Bodily Injury:  
\$ 2,000,000.00 Each Person  
\$ 2,000,000.00 Each Occurrence
- (b) Property Damage:  
\$ 2,000,000.00 Each Occurrence

## SECTION 6. PROPOSALS:

- A. Each bid must be submitted on the prescribed form. All blank spaces must be filled in with ink or typewritten in both words and figures.
- B. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder listing their address and license number, and stating that the proposal is for General work. Address proposals to the Owner, in care of the Architect, at the place set for opening of bids. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

## SECTION 7. PROCEDURE TO FOLLOW IN EXECUTING CONTRACT DOCUMENTS:

- A. The Form of Proposal on which all bids must be submitted is inserted herewith. Duplicate copies may be made (by photocopier) by the contractor to use to submit bids and for the Contractor's records. The current AIA contract form will be used for Owner-Contractor agreement. Invoices will be presented on appropriate AIA Form G702. See Article 24 of General Conditions.
- B. Signatures: Each Contractor shall execute all copies of the Form of Proposal, Bid Bond, Contract and Performance Bond.

**NOTE: ROWAN COUNTY REQUIRES BID BOND TO BE ATTACHED TO THE SEALED BID IN A SEPARATELY SEALED ENVELOPE. THIS IS TO ENSURE THAT ALL BIDS HAVE A BID BOND OR CERTIFIED CHECK INCLUDED PRIOR TO OPENING ANY BID FORMS.**

- 1. If the contract documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  - 2. If the contract documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the name of the partner executing them.
  - 3. If the contract documents are executed on the part of a corporation, they shall be executed by either the President or the Vice President and attested by the Secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each copy of the contract documents.
  - 4. Signatures shall be properly witnessed.
- C. Performance Bond:
- 1. Where the Performance Bond is executed by an Attorney-in-fact, there shall be attached to each copy of the Performance Bond a certified copy of Power of Attorney properly executed and dated.
  - 2. Each copy of the Performance Bond shall be counter-signed by an authorized individual agent of the Bonding Company licensed to do business in North Carolina (see Section 58-44 General Statutes of North Carolina). The title "Licensed Resident Agent" shall appear after the signature.
  - 3. The seal of the Bonding Company shall be impressed on each copy of the Performance Bond.
  - 4. The Contractor's signature(s) on the Performance Bond shall correspond with that on the Contract.

## D. Form of Proposal:

1. Proposals will be received for separate prime contractors only for general construction work. See proposal form bound herein.
2. Owner reserves the right to waive irregularities and to reject any or all proposals.
3. Bids must be based on these specifications, addendum, bulletins, and working drawings (as listed in Division 1), dated December 2025 for the Dan Nicholas Campground Bathhouses and Picnic Shelter Restrooms for Rowan County, Salisbury, NC.

## E. Approval of Documents:

Upon completion of the execution of the contract documents, the documents, together with insurance certificates and other pertinent appendages, shall be returned to the Architect for checking and forwarding to the Owner. Following approval by the Owner, documents will be forwarded to the Architect for distribution.

## SECTION 8. CONSTRUCTION ADMINISTRATION;

Though this job will be regularly and carefully administered by the Architect, or his representative, and though every reasonable effort will be made to protect the best interest of the Owner, and to assist the Contractor in the interpretation of the contract documents, this project does not include the services of a full-time clerk of the works. The Architect will decide the desirability, frequency and timing of the Architect's visits to the site.

End of INSTRUCTIONS TO BIDDERS

# FORM OF PROPOSAL

## Dan Nicholas Park – Campground Bathhouses and Picnic Shelter Restrooms for Rowan County

6800 Bringle Ferry Road, Salisbury, NC 28144

Contractor Name: \_\_\_\_\_

Submitted herewith is my/our proposal for the **Dan Nicholas Park Campground Bathhouses and Picnic Shelter Restrooms**, for Rowan County, 6800 Bringle Ferry Road, Salisbury, North Carolina.

### SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with Rowan County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Architect and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

### Single Prime Contract:

**BASE BID:** \_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)**  
(including Allowances specified in Section 01020 and all 3 buildings)

Provide subtotals per project, including demo required at each building and all proportional costs of general conditions, OH&P, etc. Total of three numbers below should equal overall total shown above.

Bathroom 1 (upper) #2026-024: \$ \_\_\_\_\_

Bathroom 2 (lower) #2026-025: \$ \_\_\_\_\_

Picnic Shelter Restrooms #2026-018: \$ \_\_\_\_\_

Note: Contract will be awarded to a single GC based on the TOTAL BASE BID including all three buildings. Subtotals listed are for Rowan County’s internal use only.

### LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

- Plumbing: \_\_\_\_\_
- HVAC: \_\_\_\_\_
- Electrical: \_\_\_\_\_
- Roofing: \_\_\_\_\_

**SECTION 2. ALTERNATES:**

Each alternate price listing in this proposal shall cover all costs required for this particular part of the work, complete and in place, including all changes, alterations or modifications to surrounding work required to accommodate the substitution, addition, deletion or other change.

The Architect reserves the right to recommend to the Owner the acceptance or rejection of any or all alternates. The Owner reserves the right to accept or reject any or all such recommendations. The Owner further reserves the right to accept or reject alternates in any order they preferred without regard to whether or not their selected order effects bid outcome.

Should any of the alternates as described in the specifications be accepted, the amount written below shall be "added to" or "deducted from" the Base Bid. Signify the option intended by the words "add" or "deduct" in front of the written figures and the like "plus" or "minus" signs in front of the numerals.

**No Alternates for Dan Nicholas Campground Bathhouses and Picnic Shelter Restrooms unless added by Addendum.**

**SECTION 3. UNIT PRICES:**

Unit prices are for complete work and no profit or overhead shall be added or deducted when applying unit prices. No work described on the drawings or specifications is to be bid as a unit price. Unit price costs will be used only for additional work the owner may want to include in the work by change order.

**No Unit Costs on Dan Nicholas Campground Bathhouses and Picnic Shelter Restrooms unless added by Addendum.**

**SECTION 4. COMPLETION OF WORK:**

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

**Substantial Completion: 10 months**

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

**SECTION 5. ADDENDA/BULLETINS:**

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**SECTION 6. MINORITY PARTICIPATION:**

Under GS 143-128.2(c) the undersigned bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation.

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.

*After the bid opening* - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort;

--- OR ---

Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note: Bidders must submit with their bid the Identification of *Minority Business Participation* list and *Affidavit A* or *Affidavit B* as applicable. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder may be grounds for rejection of the bid.**

\_\_\_\_\_  
WITNESS

(seal)

\_\_\_\_\_  
SIGNATURE AND TITLE

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
LICENSE NUMBER

\_\_\_\_\_  
DATE

**CHECKLIST OF ATTACHMENTS TO INCLUDE WITH BID:**

- Bid Bond or Certified Check – attached to the sealed Form of Proposal in a separately sealed envelope
- AIA A305 Prequalification Statement
- MWBE forms

**DO NOT SUBMIT A BID WITHOUT ALL OF THE ABOVE ATTACHMENTS.**