

INVITATION TO BID

1. a. A. Sealed proposals will be received by **Jody Farrow-Bennett** at 130 West Innes Street, Conference Room 101, Salisbury North Carolina 28144 up to **10:00 AM on Tuesday, September 23, 2025** and immediately thereafter publicly opened and read for the furnishing of labor, materials and equipment entering into the construction of Rowan County Community Center – 2026-012 – Gas Fire Protection System Project located at 1965 Jake Alexander Blvd. W, Salisbury North Carolina, including all required work described on the plans and specifications for general work (which includes selective demo, mechanical and electrical work).
- b. The Project is to provide all new Gas Fire Protection, rework existing wet sprinkler system, build new wall and misc. general work per construction documents for approximately 200 sqft IT Room.

Special accommodations –

All specified temporary services – phone, fax, shelter, public protection and safety items/structures, trash management, temporary toilet services, construction water, temporary power, etc. **Existing Facility must remain in operation during construction project.**

- c. Proposals shall be received for a **Single Prime** contract for General Construction, including Mechanical and Electrical work.
2. a. After 5:00 PM on Tuesday, September 3, 2025, complete plans, specifications, and contract documents will be available for inspection on our website at www.scollinseng.com or in the following offices:
S.E. COLLINS, INC. – 1817 E. Innes Street, Suite 201, Salisbury, NC 28146
- b. Procedure for Obtaining Bidding Documents (General Contractors): Contact the Engineer, S.E. Collins Inc, 1817 E. Innes Street, Suite 201, Salisbury, NC 28146. Phone: 704-638-6337 to **register for Bidding** and to receive any addenda to follow. Plans and Specifications may be viewed without charge at the engineer’s office or downloaded from the engineer’s website. (www.scollinseng.com)

General Contractors are responsible for downloading and printing of all Bidding Documents. Contractors shall access bid documents from S.E. Collins Website and order printing from printer of their choice. All printing costs shall be paid for by the General Contractor.

- c. Subcontractors and material suppliers may purchase single sheets of plans as they so chose. Subcontractors and material suppliers are invited to visit S.E. Collins Website (www.scollinseng.com) to ascertain the quantity and specific sheets desired. The Engineer will assume no responsibility in the selection of required drawings or specification sheets.
3. **A Pre-Bid Conference** will be held at Rowan Community Center 1965 Jake Alexander Blvd. W, Salisbury North Carolina Tuesday September 9, 2025 **at 10:00 am** to allow contractors the opportunity to ask questions and/or clarify pertinent issues. **Attendance is not mandatory but strongly recommended** for project clarity.
4. All Contractors and Subcontractors must have all required construction licenses under North Carolina 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).
6. **Bonds:** Separate Performance and Payment Bond will be required each for one hundred percent (100%) of the contract price.
7. Payments will be made at ninety five percent (95%) of approved monthly applications until a maximum of five percent (5%) retainage is reached per N.C.G.S. 143-134.1 (b1)-through (e). Final Certificates and payment will be issued upon acceptance of the work as complete.
8. No bid may be withdrawn after time set for receiving bids for a period of **forty five (45) days**.
9. **Low bidders shall be required to submit to the Engineer a Contractor's Qualification Statement (AIA Document A305) prior to award of bid. This information shall be considered privileged and confidential. Owner reserves the right to award or not to award contracts based on qualifications.**
10. The Owner reserves the right to waive irregularities and to reject any or all proposals.
11. All bids shall include a \$10,000.00 contingency for unforeseen conditions. This \$10,000.00 shall be fully refunded to owner if not used.

S.E. COLLINS CONSULTING ENGINEERS, INC.
1817 East Innes Street, Suite 201
Salisbury, North Carolina 28146

for

Rowan County Community Center – 2026-012-Gas Fire Protection System
Jody Farrow-Bennett
Director of Purchasing/Contract Administration
Rowan County Purchasing Department
130 W. Innes Street
Salisbury NC 28144

**FORM OF PROPOSAL
ROWAN COUNTY WEST END PLAZA
2026-012-GAS FIRE PROTECTION PROJECT**

1965 JAKE ALEXANDER BLVD. W.

Salisbury NC, 28147

Contractor Name: _____

Submitted herewith is my/our proposal for the **Rowan County Community Center – 2026-012 – Gas Fire Protection System Project, 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 Engineer 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 (\$** _____ **)**

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Electrical: _____

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

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".

Construction Duration – To be determined based upon lead time.

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 _____
- Addendum No. _____ Dated _____

WITNESS

SIGNATURE AND TITLE

FIRM NAME

ADDRESS

ADDRESS

(seal)

LICENSE NUMBER

DATE

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:

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 Engineer who will send written instructions to all bidders. Neither Owner nor Engineer will be responsible for any oral instructions.

Bidders must verify that they have received all drawings and specification by comparing their drawing sheets and specification sections with the projects drawing index and specification index. Neither Owner or Engineer will be responsible for any claim of missing drawings of specifications listed on the indexes.

Every request for such interpretation or clarification shall be in writing addressed to the Engineer, S.E. Collins INC., 1817 E. Innes Street, Suite 201, Salisbury, North Carolina 28146. **To be given consideration, the request must be received at least five (5) days prior to the bid date of the project. The interpretation and/or supplementary information will be mailed (AND/OR Emailed) to all prospective bidders generally not later than three (3) days prior to the date fixed for the receipt of bids.**

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. Addendum will be posted on the engineer's website www.scollinseng.com.

SECTION 3. PROPOSALS:

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.

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 Construction, including Electrical work. Address proposals to the Owner, in care of the Engineer, at the place set for opening of bids. If forwarded by mail (mailed to the Owner at the bid site address), the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and must be received prior to the closing time for bids. Proposals not received by the Engineer prior to the closing of bids, no matter what the post mark date, shall be rejected.

SECTION 4. PROCEDURE TO FOLLOW IN EXECUTING CONTRACT DOCUMENTS:

The Form of Proposal on which all bids must be submitted is inserted herewith. Duplicate copies may be made by the Contractor for recording his bid and for his 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.

Signatures: Each Contractor shall execute all copies of the Form of Proposal, Bid Bond, Contract and Performance Bond.

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.

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.

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.

Signatures shall be properly witnessed.

Performance Bond:

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.

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.

The seal of the Bonding Company shall be impressed on each copy of the Performance Bond. The Contractor's signature(s) on the Performance Bond shall correspond with that on the Contract.

Form of Proposal:

Single Prime proposals will be received for general construction, including, mechanical and electrical work. See proposal form bound herein.

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

Bids must be based on these specifications, addendum, bulletins and working drawings (as listed in Division 1), dated SEPTEMBER 2025 for ROWAN COUNTY COMMUNITY CENTER – 2026-012-GAS FIRE PROTECTION SYSTEM PROJECT, Salisbury, North Carolina.

Rowan County in compliance with NC Senate Bill 914 has a goal of soliciting 10% participation in the project from Minority Business Enterprises (MBE). **See bidding requirements attached at the front of this project manual.**

Low Bidder's shall be required to submit a completed "Contractor's Qualification Statement" AIA Form A305 prior to award of contract.

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 Engineer for checking and forwarding to the Owner. Following approval by the Owner, documents will be forwarded to the Engineer for distribution.

SECTION 5. CONSTRUCTION ADMINISTRATION:

Though this job will be regularly and carefully administered by the Engineer, 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 desirability, frequency and timing of the Engineer's visits to the site will be decided by the Engineer.

END OF INSTRUCTIONS TO BIDDERS

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and _____ (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriate for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Compliance with Americans with Disabilities Act (ADA). All vendors of Rowan County must ensure their products and services are available to individuals with disabilities, in line with the Americans with Disabilities Act (ADA), by April 2026. For digital accessibility, vendors should comply with WCAG 2.1 AA standards, which include making digital content perceivable, operable, understandable, and robust for users with disabilities. Digital offerings must be compatible with assistive technologies like screen readers, braille displays, and voice recognition software. Vendors must provide reasonable modifications to their products and services to accommodate individuals with disabilities unless doing so would cause undue hardship or fundamentally alter the nature of the service. Vendors must ensure effective communication with individuals with disabilities, which may include providing auxiliary aids and services such as accessible electronic documents, captions for videos, and alternative text for images. Failure to meet these requirements may result in termination of the contract.

14. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

15. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

16. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

17. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

18. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

19. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

20. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

21. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Aaron Church

Name: _____

Title: County Manager

Title: _____

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed by The Provider.
- B. Term of the Agreement.
- C. Payment to the Provider.
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
 - Workers' Compensation in the amount of \$500,000 employer's liability
 - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.
- F. Contact Information.

THE COUNTY

THE PROVIDER

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Aaron Church

Name: _____

Title: County Manager

Title: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of County Finance Officer)