

TOWN of VALDEESE Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations 22-100

<u>SUBMIT SEALED BIDS TO:</u> Bo Weichel, CFO PO Box 339 Valdeese NC 28690 bweichel@valdesenc.gov 828.879.2123		<u>DIRECT INQUIRIES TO:</u> David Andersen, Parks and Recreation Director dandersen@valdesenc.gov 828.874.6733	
Date bid advertised: July 22, 2022	No Bids Received After Public Bid Opening: 11:00 am	September 16, 2022	
		Valdeese Town Hall Community Room 102 Massel Ave SW Valdeese, NC 28690	

Project Summary

Complete scope of work can be found on page 19 of this document.
Contractors are encouraged to attend scheduled pre-bid / walkthrough to see the facility and more details.

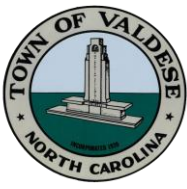
In general, work consists of renovations to the main level lobby area to include new flooring; repair and painting walls, ceiling, and stairwell; restrooms; minor electrical; bottle fill station.
The lower level renovations include demolition of shower areas with new showers and air circulation; toilet areas; new flooring in toilet area and corridor; repair and paint walls and ceilings; minor electrical; plumbing.

Pre-Bid Meeting & Walkthrough

Date : Wednesday, August 10th, 2022

Time: 11:30 AM

Location: Valdeese Parks and Recreation
Community Center Facility
312 Massel Ave SE
Valdeese, NC 28690



TOWN of VALDESE Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations 22-100

<u>Vendor Name:</u>	<u>Point of Contact:</u>
<u>Mailing Address:</u>	
<u>Town:</u>	<u>State:</u>
	<u>Zip:</u>
<u>Area Code and Phone Number:</u>	<u>Email Address:</u>
<u>Federal Employer Identification Number or Social Security Number:</u>	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF _____ **COUNTY OF** _____, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and Town officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - a. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - b. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - c. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the Town of Valdese any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the Town of Valdese, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

FIRM: _____

ADDRESS: _____
(Town, State, Zip)

PHONE: _____

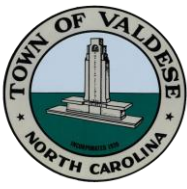
SIGNATURE OF AUTHORIZED AGENT

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

IMPORTANT INFORMATION AND INSTRUCTIONS

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
 - a. [Invitation and Bidder Information](#)
 - b. [Important Information and Instructions](#)
 - c. [General Conditions](#)
 - d. [Special Conditions](#)
 - e. [Affidavit of Prime Contractor](#)
 - f. [Release and Waiver of Claims](#)
 - g. [Asbestos Free Warranty](#)
 - h. [Specifications/Description of Work to be Performed](#)
 - i. [Bid Form, Bonding, & General Contract](#)
 - j. [E-Verify Compliance Form](#)

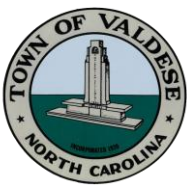
1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.

2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:**
 - a. The name of the General Contractor
 - b. The Project Title and Project Number
 - c. Date and Location of bid opening

3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

4. **LIQUIDATED DAMAGES:** As discussed in further detail under [General Conditions Item 40](#), in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the Town for liquidated damages.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

GENERAL CONDITIONS FOR BIDDING REQUIREMENT CONTRACTS
WITH THE TOWN OF VALDEESE

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files (if available) which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the Town of Valdeese and may be examined during normal business hours, or may be found on the Town's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the Town and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the Town may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

2. Award based upon a geographical district basis with one or more vendors.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the Town and appropriate documents executed. The Town of Valdese reserves the right to add or delete any item from this contract when deemed to be in the best interests of the Town.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the Town of Valdese and is fully executed by both parties.
9. **WAIVER:** The Town of Valdese reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the Town.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The Town shall make the final determination. Failure to notify the Town in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the Town.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the Town. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the Town. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with



TOWN of VALDEESE

Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the Town of Valdeese Purchasing Bidder/Vendor mailing list, and the Town may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The Town accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the Town, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the Town to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the Town shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the Town may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The Town may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

23. **LIABILITY:** The Bidder/Vendor shall hold and save the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the Town of Valdese, and shall not at any time be or represent itself as an agent or employee of the Town of Valdese.
25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Valdese, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (45) days from the date of bid opening.
26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the Town of Valdese, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the Town of Valdese Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
29. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the Town at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The Town does not promise to purchase the quantity shown. The Town reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Town and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of Town of Valdese's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the Town of Valdese or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..
32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Town of Valdese. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the Town of Valdese for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
34. **FACILITIES AND EQUIPMENT:** The Town reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the Town shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the Town under this contract to the time of such termination.
36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the Town.
37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the Town. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the Town showing the Town as an additional insured thereunder without cost to the Town of Valdese prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *Town of Valdese, PO Box 339, Valdese NC 28690.*



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
 - b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the Town Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
 - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the Town against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the Town.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the Town Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the Town the sum of **\$250.00** per day, not as a penalty, but as compensation to the Town for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain.
It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the Town of Valdese. This amount will be retained by the Town as



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the Town, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the Town of Valdese. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the Town. The Bidder/Vendor may be declared by the Town ineligible for further contracts with the Town until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).



TOWN of VALDEESE

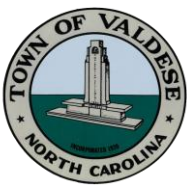
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3



TOWN of VALDEESE

Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE TOWN:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the Town, in whole or in part, whenever it is determined to be in the best interest of the Town.
 - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.



TOWN of VALDEESE

Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

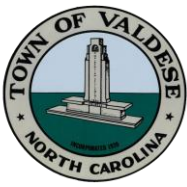
Valdese Community Center Renovations

22-100

SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the Town. Any such requirement specifically set forth in any contract document between the bidder and the Town shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the Town. All construction and materials shall conform to the Town of Valdese's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the Town the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the Town. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the Town. These repairs or replacements or adjustments shall be made only at such time as will be designated by the Town as least detrimental to the operation of the Town. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the Town of Valdese.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

AFFIDAVIT OF PRIME CONTRACTOR
(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

We, _____, certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this _____ day of _____, 20____.

Signature

Printed Name

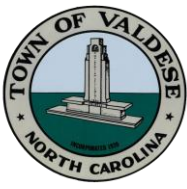
Title

Date

Notary Public

SEAL:

Date



**TOWN of VALDEESE
Invitation to Bid and Contract**

Bid Number:

Valdeese Community Center Renovations 22-100

RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY

PRIME CONTRACTOR

On _____, 20__ there personally appeared before me the undersigned authority in and for said County _____ (County) and State of _____ (State) by the name of _____ (Name), who is the _____ (Title), for _____ (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the Town of Valdeese from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Signature

Printed Name

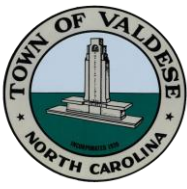
Title

Date

Notary Public

SEAL:

Date



**TOWN of VALDEESE
Invitation to Bid and Contract**

Bid Number:

Valdeese Community Center Renovations 22-100

ASBESTOS FREE WARRANTY

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind will be used in the above mentioned Project.

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Signature

Printed Name

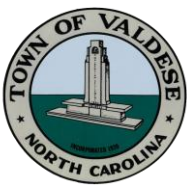
Title

Date

Notary Public

Date

SEAL:



TOWN of VALDEESE

Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the Town and the manufacturer representative, at the prices and amounts shown.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within **(180)** days of Notice to Proceed and to complete this project as specified.

SCOPE

Main Level - Lobby Area and Stairs

Section I : Lobby

1. Scrape, re-texture, and repaint 10' gypsum ceilings with orange peel texture
2. Remove and reinstall light fixtures to accommodate refinished ceiling
3. Patch existing plaster walls as required
4. Paint walls, wood base, ceilings, steel window frames, steel door frames at restrooms and gym entrance
5. Remove and replace flooring with luxury vinyl tile (LVT)
6. Remove existing ceiling hung electric unit heater, disconnect, and conduit
7. Install 16'x14" deep solid surface countertop with a 4" backsplash at 42" above floor level on South exterior wall
8. Install three (3) new electrical receptacles surface mounted in wire mould above the new countertop fed from existing receptacles located in the activity room above
9. Remove existing EWC, install new bottle filler union, rework electrical, patch plaster as required

Section II : Stairwell to Upper Floor (4x27")

1. Remove and replace twenty (20) 42" wide rubber stair treads
2. Paint walls, steel pickets, stringer, stair risers
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

Section III : Stairwell to Lower Floor (4'x20' upper flight and landing; 6'x20' lower flight and landing)

1. Remove and replace nineteen (19) 48" wide rubber stair treads
2. Paint existing brick walls, textured drywall ceilings, steel hand rails, stair treads
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

Section IV : Men's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing



TOWN of VALDEESE

Invitation to Bid and Contract

Bid Number:

22-100

Valdeese Community Center Renovations

Section V : Women's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing

Lower Level

Section VI : Women's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting exposed ceiling structure (9'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Relocate baby changing station from toilet area to locker area
8. Remove current water fountain and add fountain with bottle filler

Section VII : Women's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting exposed ceiling structure (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install three (3) new flush valve toilets
10. Install one (1) new "Suitmate" swim suit water extractor in place of an existing lavatory
11. Install one (1) new circuit for the new swim suit water extractor
12. Replace toilet partitions and toilet accessories

Section VIII : Women's Shower Area

1. Remove shower partitions
2. Remove ceramic floor tile and setting bed
3. Remove Wall tile
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (8'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the five (5) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Install a dehumidifier/air vent system to minimize moisture



TOWN of VALDEESE

Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

Section IX : Men's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting existing texture finish on ceilings (10'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Install one (1) new "Suitmate" swim suit water extractor tied into existing sink plumbing
8. Relocate baby changing station from toilet area to locker area
9. Remove current water fountain and add fountain with bottle filler

Section X : Men's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting existing texture finish ceiling (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install two (2) new flush valve toilets
12. Install two (2) new urinals
13. Replace toilet partitions and toilet accessories
14. Install new ventilation fan utilizing existing ductwork.

Section XI : Men's Shower Area

1. Remove stainless steel wall panels
2. Remove ceramic floor tile and setting bed
3. Remove wall framing
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (9'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the six (6) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Allow for reworking, replace two (2) existing floor drains located in the NW and SW corners
11. Install air ventilation system fitted to existing shower window

Section XII : Lower Lobby and Corridor

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. Paint existing texture finish ceilings (10'-0")
5. Paint all ductwork and piping
6. Include Ecore Hydrogrip floor into the Guard room. Entry door will need to be adjusted to accommodate the extra flooring height
7. Add one (1) new electrical receptacle in Guard room.



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

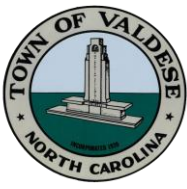
Valdeese Community Center Renovations

22-100

Section XIII : Pool Office and Entry

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. 2x2 ACT ceiling (9'-0")
5. Remove existing light fixtures and install nine (9) new lay-in fixtures
6. Remove and replace lockers in pool office
7. Remove the public side upper countertop and replace with a solid surface material (appx. 12" deep x 25 LF in length)
8. Resurface the public side vertical surface with a new plastic laminate (appx. 42" tall x 25' long)
9. Resurface the employee side lower countertop (24" deep x 25' long) and up the vertical riser back (12" tall x 25' long)
10. Install conduit to hide existing cables/wires. Paint same color as walls and/or ceiling.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person 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 proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The bidder agrees that if this bid is accepted, to contract with the Town of Valdeese in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the Town, at the prices and amounts shown.

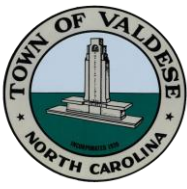
The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the Town of Valdeese forces working on this project to the fullest extent possible.

The Town of Valdeese reserves the right to deduct items above as deemed in the best interest of the Town. The Bidder further proposed and agrees hereby to commence work under his contract on a date to be specified in a written order of the Designer.

BONDING

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the Town. Bids submitted without the required Bid Bond will not be considered. The Town may annul the award of contract and bid deposits or bonds shall be retained by the Town if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

CONTINUED ON NEXT PAGE. THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations **22-100**

The Town reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the Town.

Do not include Federal tax or NC State and local sales or use taxes in your bid. The Town of Valdese is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The below bid amount includes all specifications and addendums.

Acknowledge Addendum # _____ Date _____
Acknowledge Addendum # _____ Date _____
Acknowledge Addendum # _____ Date _____

LUMP SUM PRICE to provide a turn-key project.

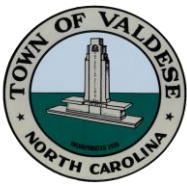
\$ _____ .00 (numeric)

\$ _____ (written)

If a separate spreadsheet or other list showing unit price was used, please attach as an independent document.

Bid shall not be qualified with any statements on the bid forms or by separate attachment.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

Acceptance and entry into this Agreement by and on behalf of the Town of Valdeese is made this

_____ day of _____, 20____.

TOWN OF VALDEESE,
A North Carolina Municipal Corporation

(SEAL)

Seth Eckard, Town Manager

Attest:

Jessica Lail, Town Clerk

This document has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Bo Weichel, CFO

**TOWN OF VALDESE
E-VERIFY EMPLOYER COMPLIANCE STATEMENT**

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the Town of Valdese.

Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

Employer acknowledges that a subcontractor that transacts business in the State of North Carolina and employs 25 or more employees in this State must comply with E-Verify.

Employer will ensure that any subcontractor subsequently hired by Contractor will comply with E-Verify.

Below check with the type of employer and complete the information.

A) Employer with less than 25 employees, not required to use E-verify: _____

Company Name

Signature and Title

Date

OR:

B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:

Yes, we comply: _____

Company Name

Signature and Title

Date