

# STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

## REQUEST FOR BIDS

#148-MAINT-014

**PROJECT:** Asheville High School Curbing at Baseball Field PROJECT

**USING AGENCY:** Asheville City Schools

**ISSUE DATE:** 4/14/2022

Bids subject to the conditions made a part hereof will be received until **2:00 pm, Tuesday, May 17, 2022**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

All Bids must be sent to the Purchasing Clerk at the address or email address provided below:

Asheville City Schools

Attn: Chris Pohlman, Purchasing

85 Mountain Street

Asheville, NC 28801

Phone: 828-350-6101

Fax: 828-251-4915

Email: [chris.pohlman@acsgmail.net](mailto:chris.pohlman@acsgmail.net)

**REQUIRED PRE-BID MEETING:** The **REQUIRED Pre-Bid Meeting is scheduled for Tuesday, May 3, 2022 at 11:00am at Asheville High School.** More information about the Required Pre-Bid Meeting can be found in the 'Scope of Work' section of this solicitation.

Direct inquiries concerning this Request for Bids to:

Bidding and document questions:

Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Specifications, technical questions, and required site visit:

Tim Holcombe, Maintenance Director

Mobile: 828-450-4869

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Bids is issued to prospective contractors.
2. The deadline for written questions is three days prior to the due date.
3. Bids shall be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this Request for Bids.
5. Bids will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous to the State.
6. Bidders are cautioned that this is a request for bids, not a request to contract, and Asheville City Schools reserves the right to reject any and all unqualified offers when such rejection is deemed to be in the best interest of Asheville City Schools.

(NOTE: THE BID FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

**BID FORM**

**#148-MAINT-014**

**Asheville High School Curbing at Baseball Field PROJECT**

**DUE DATE: 4/28/2022 by 2:00PM**

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Asheville High School Curbing at the Baseball Field Project for Asheville City Schools, North Carolina, does hereby offer to perform such services on behalf of the District, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth

Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fed ID No: \_\_\_\_\_ MBE Status: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, if this bid is accepted, to furnish the subject services for a cost not to exceed:

\$\_\_\_\_\_ Total

Additional Information, if applicable (attach extra sheets as needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF BID FORM**

**1. SCOPE OF WORK AND REQUIRED PRE-BID MEETING**

The purpose of this solicitation is to request Bids for concrete curbing near the Baseball Field at Asheville High School to match that of the proposed drawings, which can be found as Exhibit A to this solicitation. This project could consist of fine grading of the subgrade.

There will be a Required Pre-Bid Meeting on 5/3/2022 at 11:00am at the project location, Asheville High School Baseball Field, 419 McDowell St, Asheville, NC 28803. Attendance is required. Please contact Tim Holcombe, Maintenance Director, with questions about the Required Pre-Bid meeting at (828) 450-4869.

Bids will not be accepted from Bidders not represented at the Required Pre-Bid meeting.

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, and incidentals necessary to perform the work described herein.

**2. CONDITIONS**

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Bid or to the Contract.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Asheville City Schools.

**3. QUALITY OF WORK**

All work shall be performed in a good and professional manner by skilled, experienced workers. Asheville City Schools shall be responsible for determining the quality of work, and may notify the Contractor of the same.

**4. SAFETY REGULATIONS:**

The Contractor shall adhere to the rules, regulations, and interpretations of all state, federal, and local laws that pertain to workers and site safety. This to include OSHA 1910, General Construction, or those regulations mandated by these specifications.

**5. NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**6. HISTORICALLY UNDERUTILIZED BUSINESSES**

Pursuant to General Statute 143-48 and Executive Order #150, Asheville City Schools invited and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

**7. COMPLIANCE**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

The Contractor shall obtain all licenses and permits required to execute contract by authorities that have jurisdiction.

## **8. INDEMNITY**

The Contractor will indemnify and save harmless Asheville City Schools, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Asheville City Schools, its officers, agents, servants and employees.

## **9. INSURANCE**

If awarded a contract, the Bidder will provide a Certificate of Liability Insurance naming the District as additional insured. The issuing insurer must provide 30 days written notice to the District of the expiration of the insurance. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- Workers' Compensation Insurance, including Employer's Liability with limits of \$250,000 each accident. The Aggregate Limit will not be less than \$2,000,000.
- Property Damage Insurance, including Liability Coverage, with a per occurrence limit of \$1,000,000. The Aggregate Limit will not be less than \$2,000,000

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

## **10. PERFORMANCE AND DEFAULT**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, Asheville City Schools shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of Asheville City Schools, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

In case of default by the Contractor, Asheville City Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**11. TERMINATION:**

Asheville City Schools may terminate this agreement at any time by 15 days' notice in writing to the Contractor. If the contract is terminated by Asheville City Schools as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

**12. SALES AND USE TAX**

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the "sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14)."

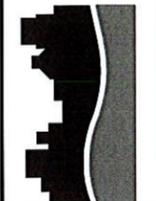
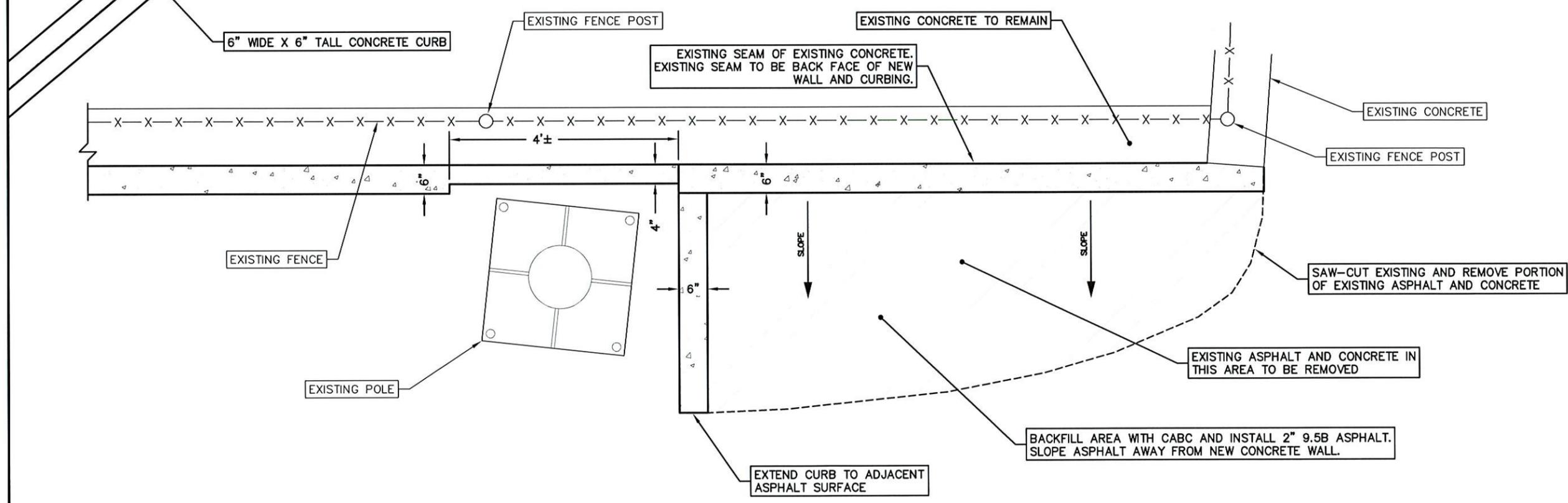
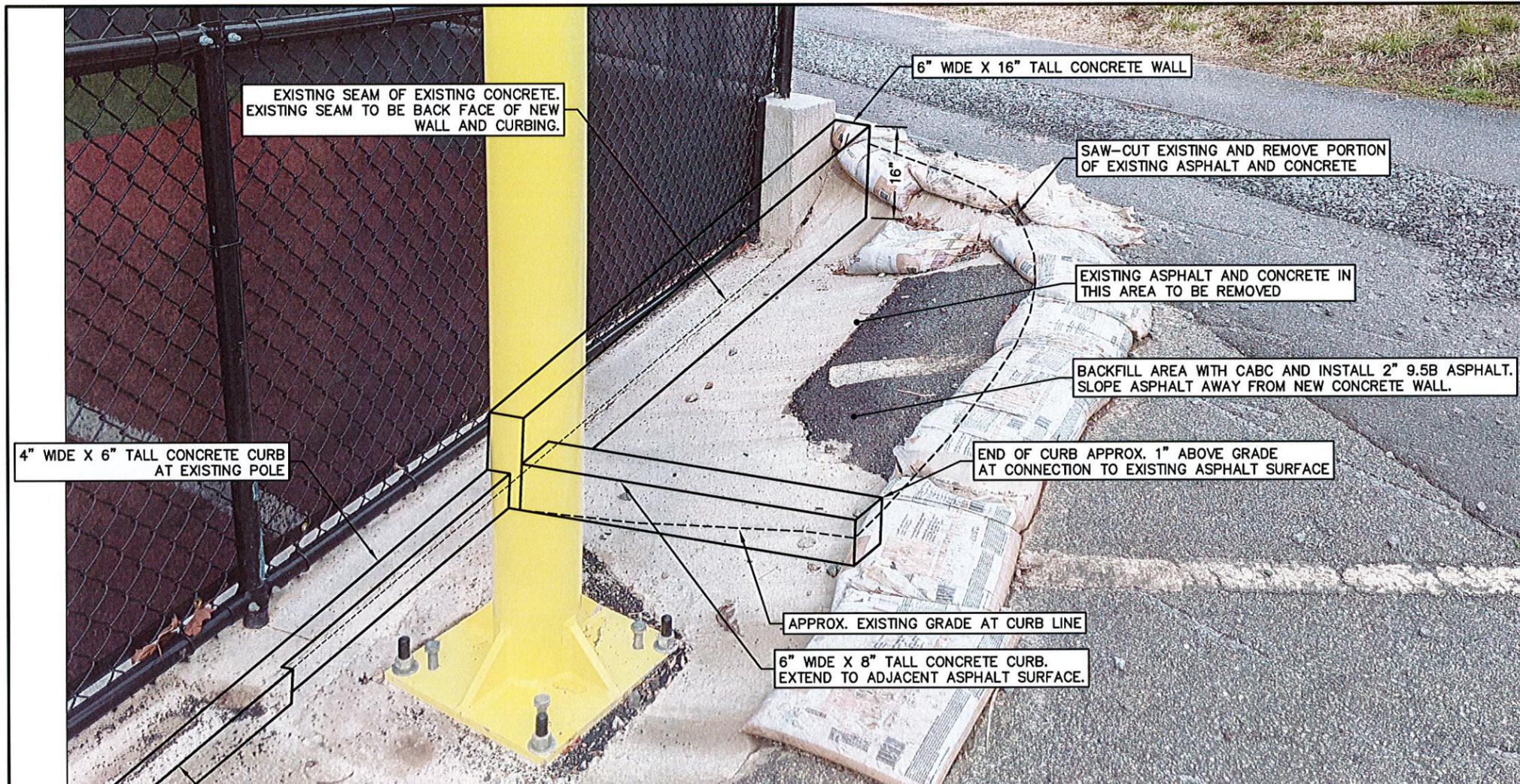
Sales and Use Tax Technical Bulletin Section 18-2F specifies: "To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the project for which the property was used;
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

**13. TRANSFERABILITY OF CONTRACT**

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Asheville City Schools, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.



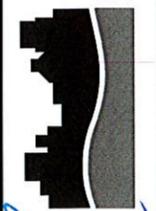


Job No.: 21109  
 Date: April 5, 2022  
 Scale: NTS  
 Revision:

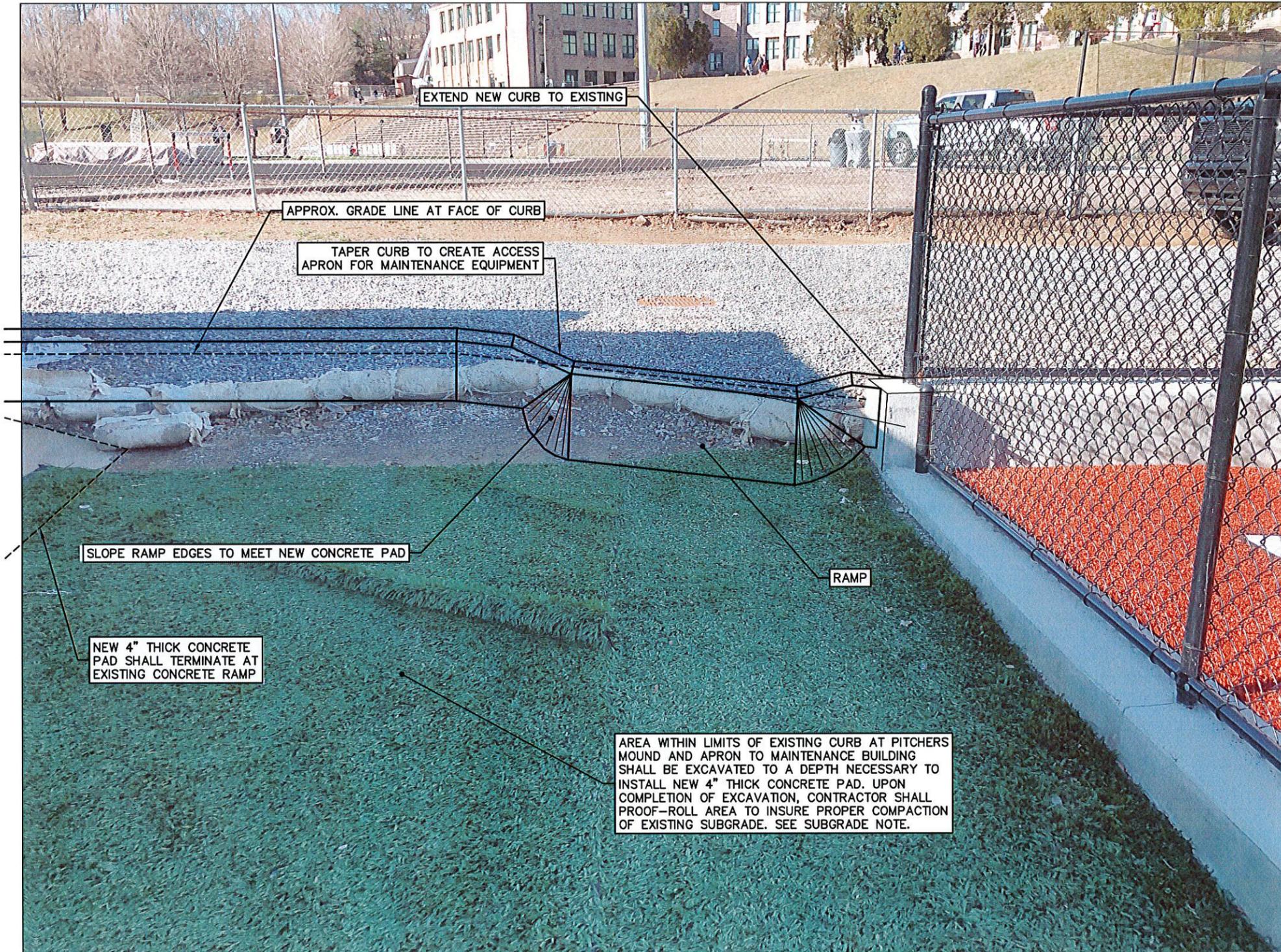
Outfield Drive Area

Sheet  
**C2**

Site Improvements For  
**Asheville High**  
 ASHEVILLE, NORTH CAROLINA



**Davis Civil Solutions, PA**  
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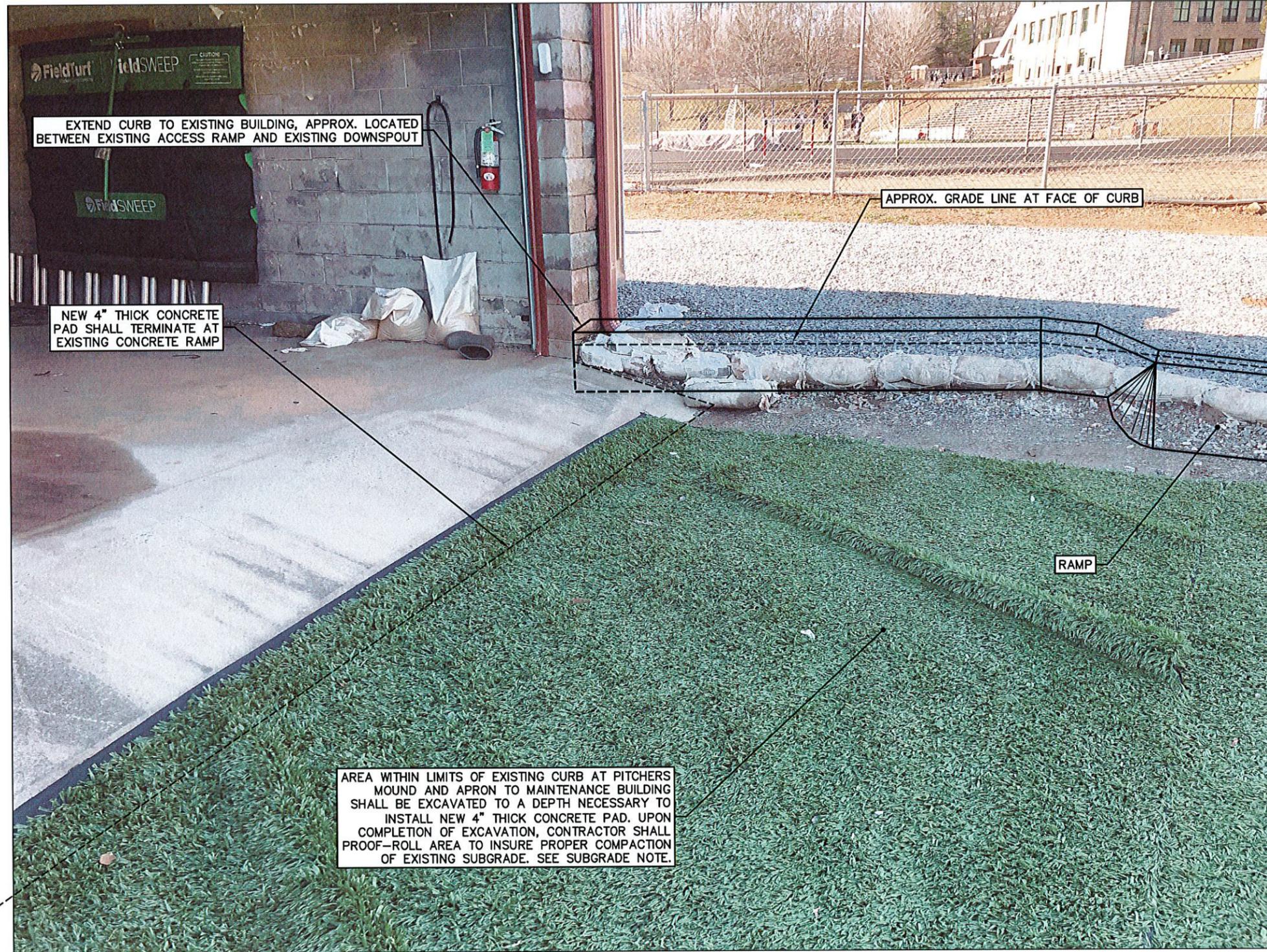
AREA WITHIN LIMITS OF EXISTING CURB AT PITCHERS MOUND AND APRON TO MAINTENANCE BUILDING SHALL BE EXCAVATED TO A DEPTH NECESSARY TO INSTALL NEW 4" THICK CONCRETE PAD. UPON COMPLETION OF EXCAVATION, CONTRACTOR SHALL PROOF-ROLL AREA TO INSURE PROPER COMPACTION OF EXISTING SUBGRADE. SEE SUBGRADE NOTE.



Site Improvements For  
**Asheville High**  
 ASHEVILLE, NORTH CAROLINA

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Maintenance  
 Access Area



EXTEND CURB TO EXISTING BUILDING, APPROX. LOCATED BETWEEN EXISTING ACCESS RAMP AND EXISTING DOWNSPOUT

NEW 4" THICK CONCRETE PAD SHALL TERMINATE AT EXISTING CONCRETE RAMP

APPROX. GRADE LINE AT FACE OF CURB

RAMP

AREA WITHIN LIMITS OF EXISTING CURB AT PITCHERS MOUND AND APRON TO MAINTENANCE BUILDING SHALL BE EXCAVATED TO A DEPTH NECESSARY TO INSTALL NEW 4" THICK CONCRETE PAD. UPON COMPLETION OF EXCAVATION, CONTRACTOR SHALL PROOF-ROLL AREA TO INSURE PROPER COMPACTION OF EXISTING SUBGRADE. SEE SUBGRADE NOTE.

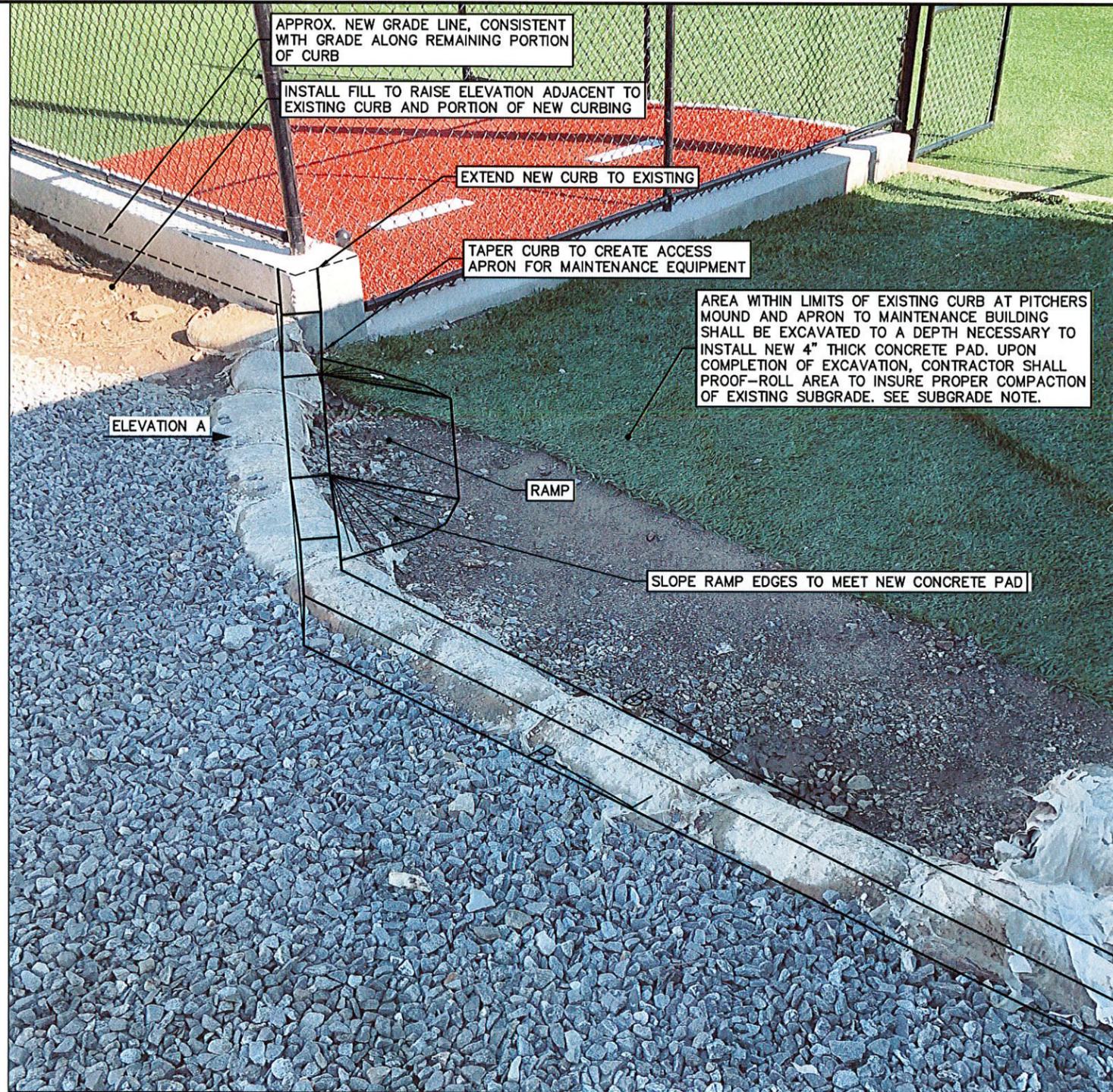


Site Improvements For  
**Asheville High**  
ASHEVILLE, NORTH CAROLINA

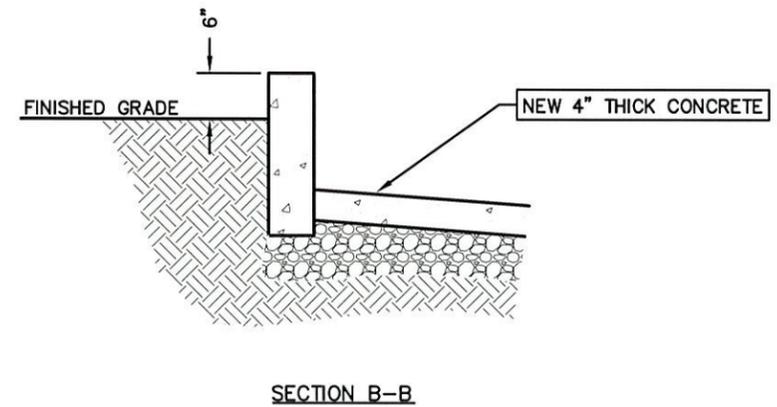
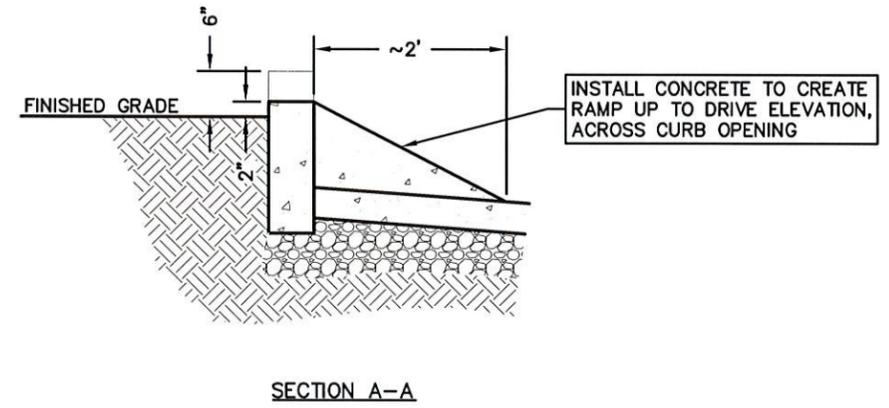
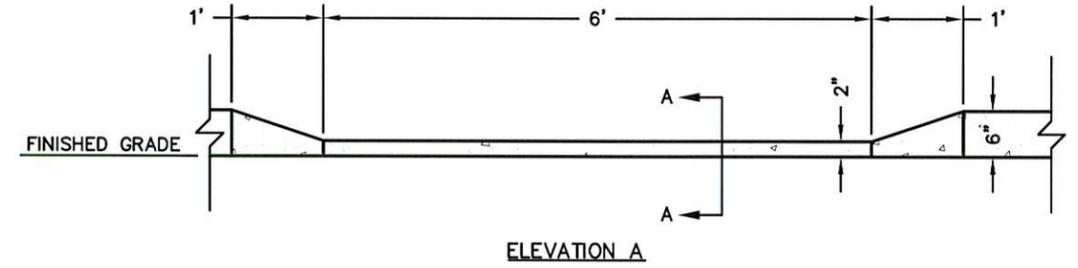
Job No.: 21189  
Date: April 5, 2022  
Scale: NTS  
Revision:

Maintenance  
Access Area

Sheet  
**C4**



SUBGRADE NOTE:  
 ANY AREAS IN EXISTING SUBGRADE FOUND TO BE INADEQUATELY COMPACTED SHALL BE UNDERCUT AND NEW ABC SHALL BE INSTALLED.





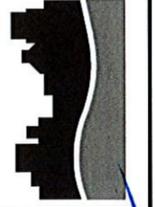
NEW 4" THICK CONCRETE PAD SHALL TERMINATE AT EXISTING CONCRETE EDGING, MATCH EXISTING ELEVATION

AREA WITHIN LIMITS OF EXISTING CURB AT PITCHERS MOUND AND APRON TO MAINTENANCE BUILDING SHALL BE EXCAVATED TO A DEPTH NECESSARY TO INSTALL NEW 4" THICK CONCRETE PAD. UPON COMPLETION OF EXCAVATION, CONTRACTOR SHALL PROOF-ROLL AREA TO INSURE PROPER COMPACTION OF EXISTING SUBGRADE. SEE SUBGRADE NOTE.

NEW 4" THICK CONCRETE PAD SHALL TERMINATE AT EXISTING CONCRETE RAMP

EXTEND CURB TO EXISTING BUILDING, APPROX. LOCATED BETWEEN EXISTING ACCESS RAMP AND EXISTING DOWNSPOUT

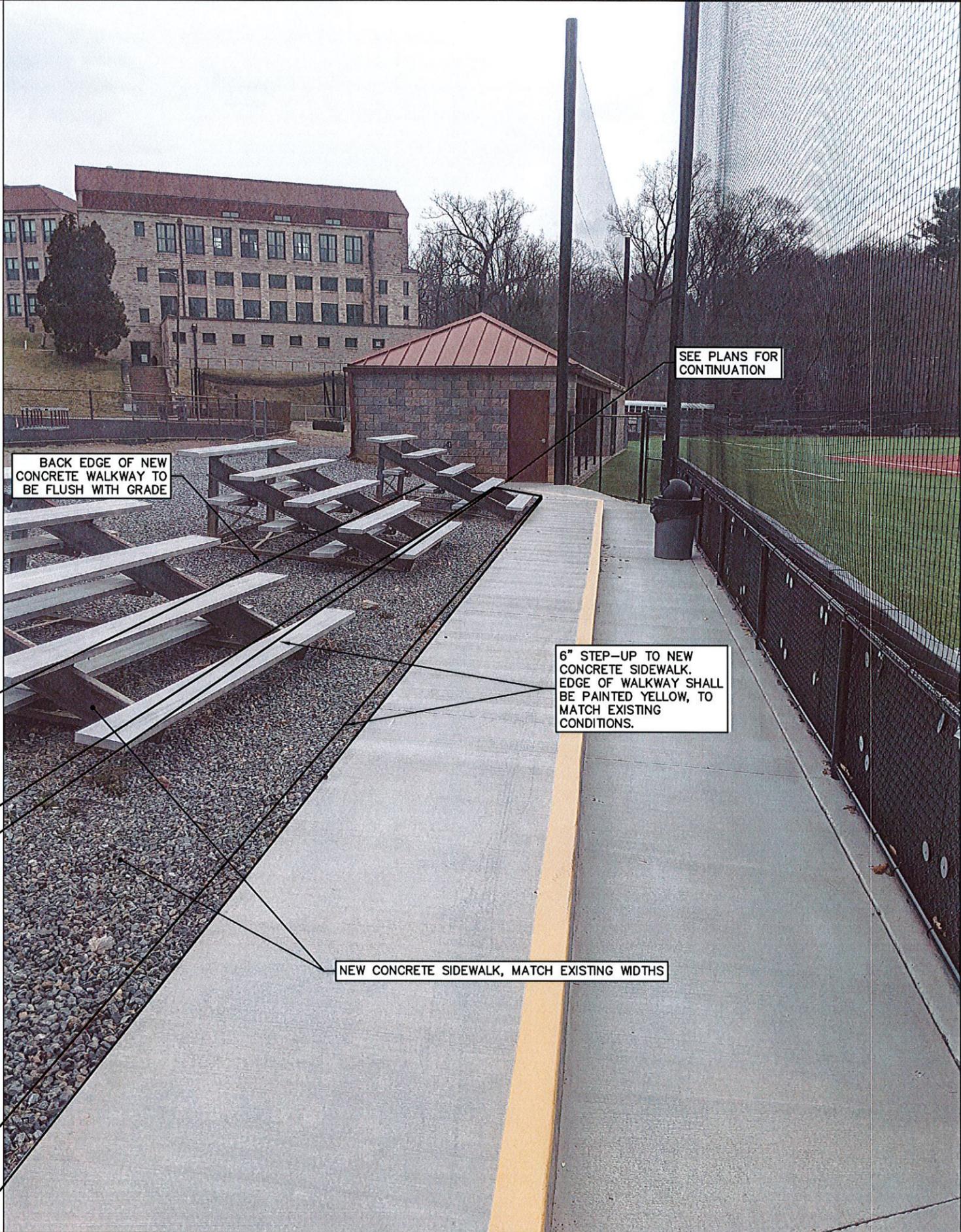
REMOVE EXISTING DOWNSPOUT BEND AND CONNECT 4" HDPE TO EXISTING DOWNSPOUT, EXTEND UNDERGROUND ROOF DRAIN COLLECTION PIPING TO EXISTING ADJACENT INLET.  
S=1% MIN.



Site Improvements For  
**Asheville High**  
ASHEVILLE, NORTH CAROLINA

Job No.: 21109  
Date: April 5, 2022  
Scale: NTS  
Revision:

Maintenance  
Access Area



BACK EDGE OF NEW CONCRETE WALKWAY TO BE FLUSH WITH GRADE

SEE PLANS FOR CONTINUATION

6" STEP-UP TO NEW CONCRETE SIDEWALK. EDGE OF WALKWAY SHALL BE PAINTED YELLOW, TO MATCH EXISTING CONDITIONS.

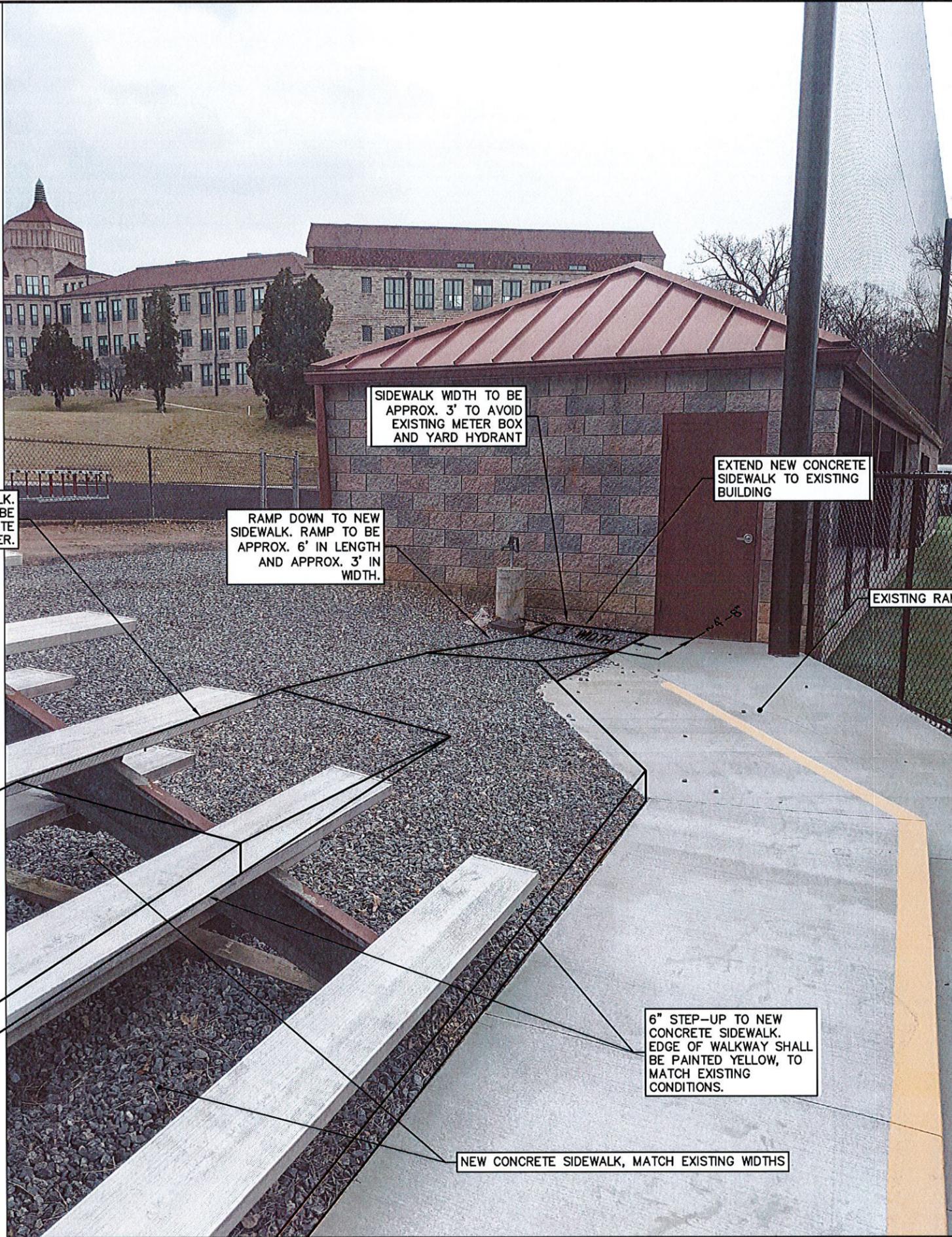
NEW CONCRETE SIDEWALK, MATCH EXISTING WIDTHS



Site Improvements For  
**Asheville High**  
ASHEVILLE, NORTH CAROLINA

Job No.: 21119  
Date: April 15, 2022  
Scale: NTS  
Revision:

Sidewalk and Seating Area



RAMP DOWN TO NEW SIDEWALK. ELEVATION TRANSITION TO BE FIELD DETERMINED. COORDINATE WITH ENGINEER.

RAMP DOWN TO NEW SIDEWALK. RAMP TO BE APPROX. 6' IN LENGTH AND APPROX. 3' IN WIDTH.

SIDEWALK WIDTH TO BE APPROX. 3' TO AVOID EXISTING METER BOX AND YARD HYDRANT

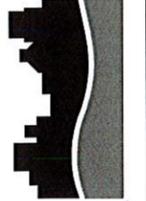
EXTEND NEW CONCRETE SIDEWALK TO EXISTING BUILDING

EXISTING RAMP

BACK EDGE OF NEW CONCRETE WALKWAY TO BE FLUSH WITH GRADE

6" STEP-UP TO NEW CONCRETE SIDEWALK. EDGE OF WALKWAY SHALL BE PAINTED YELLOW, TO MATCH EXISTING CONDITIONS.

NEW CONCRETE SIDEWALK, MATCH EXISTING WIDTHS



Site Improvements For  
**Asheville High**  
ASHEVILLE, NORTH CAROLINA

Job No.: 21189  
Date: April 5, 2022  
Scale: NTS  
Revision:

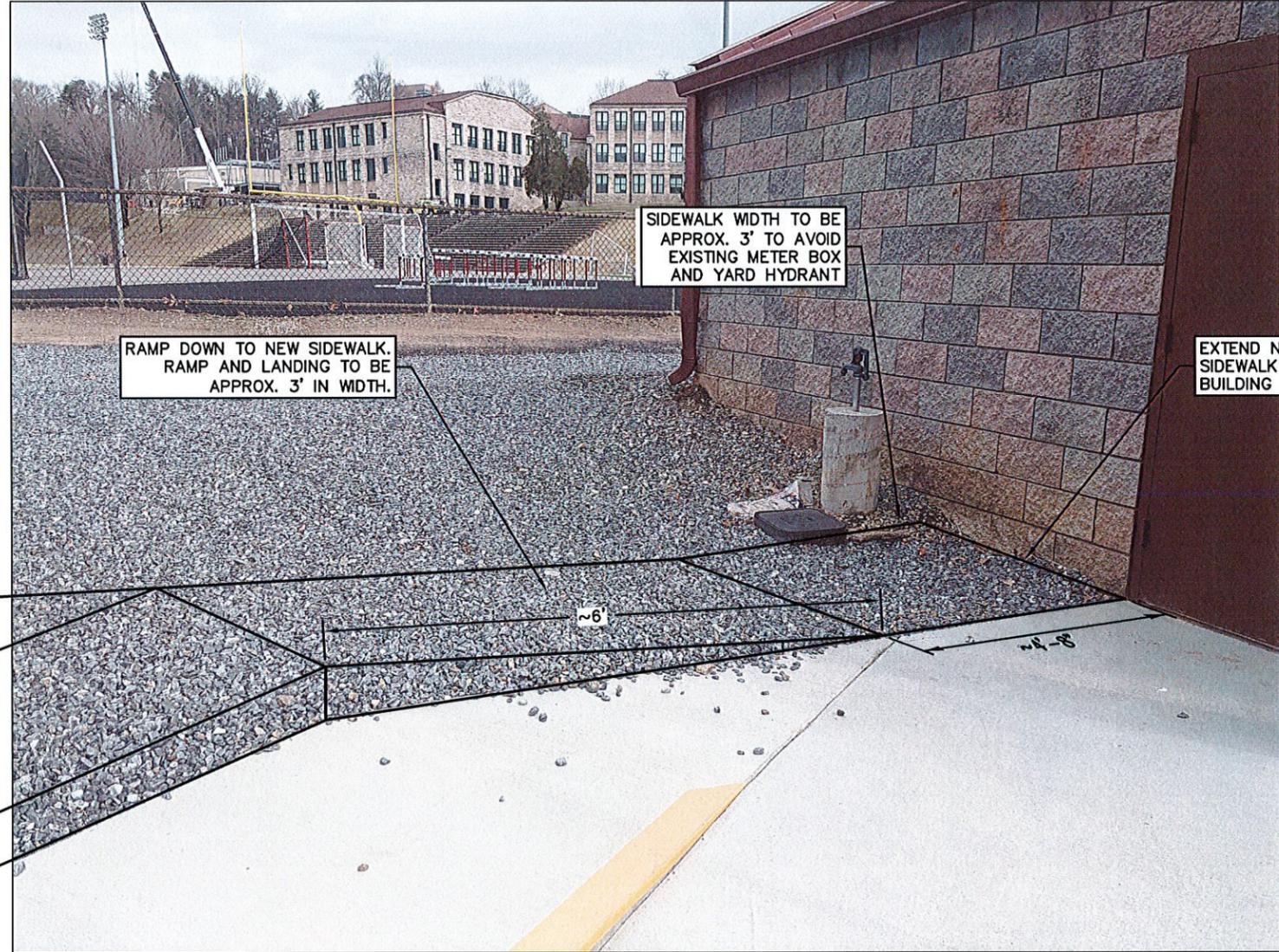
Sidewalk and Seating Area

BACK EDGE OF NEW CONCRETE WALKWAY TO BE FLUSH WITH GRADE

RAMP DOWN TO NEW SIDEWALK. RAMP AND LANDING TO BE APPROX. 3' IN WIDTH.

SIDEWALK WIDTH TO BE APPROX. 3' TO AVOID EXISTING METER BOX AND YARD HYDRANT

EXTEND NEW CONCRETE SIDEWALK TO EXISTING BUILDING

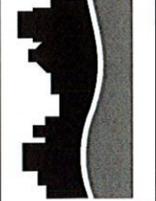


Job No.: 21109  
Date: April 5, 2022  
Scale: NTS  
Revision:

Sidewalk and Seating Area

Sheet C9

Site Improvements For  
**Asheville High**  
ASHEVILLE, NORTH CAROLINA



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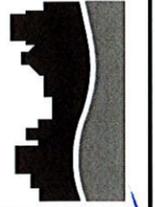
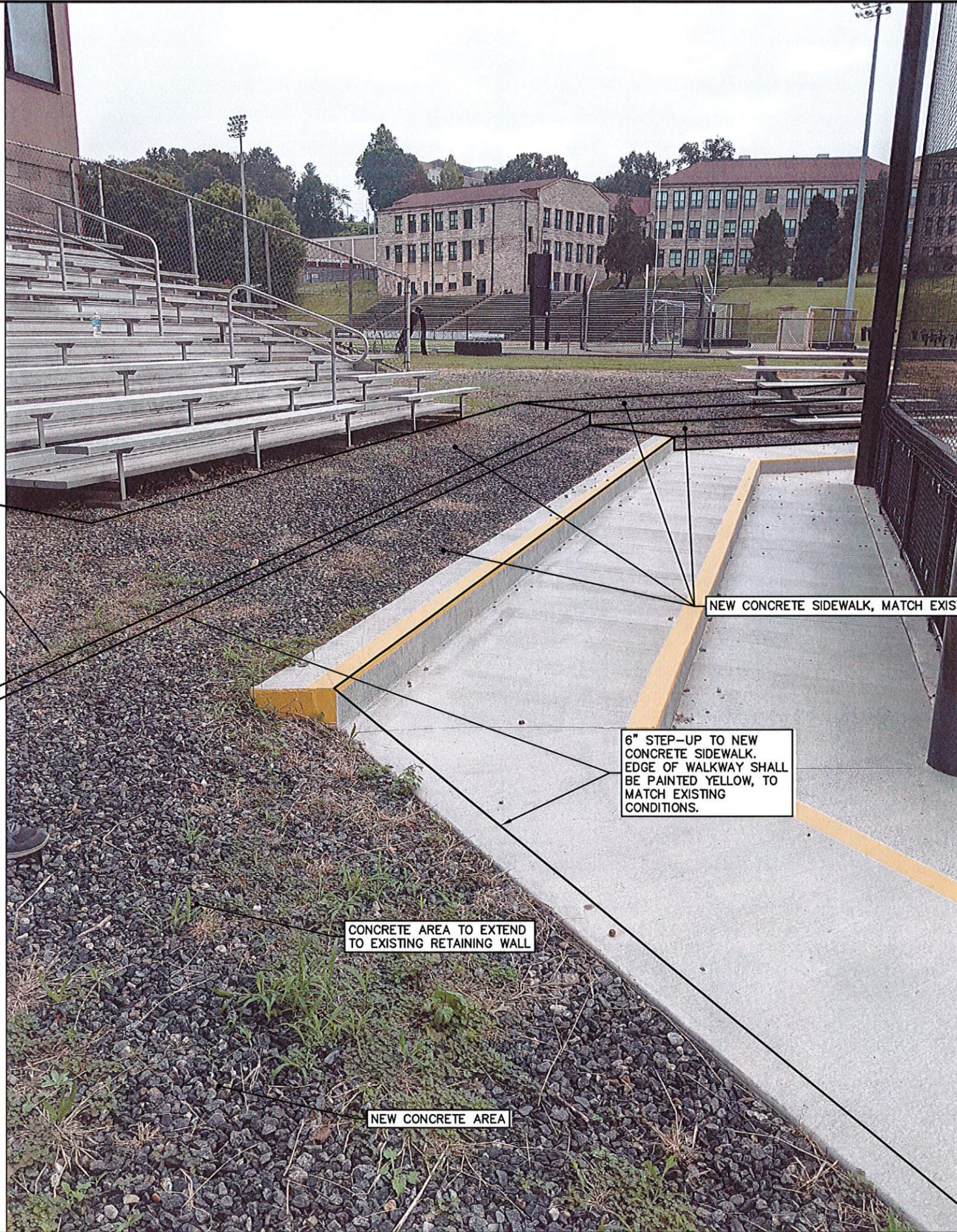
EXTEND 6" STEP-UP TO ADJACENT EXISTING RETAINING WALL

NEW CONCRETE SIDEWALK, MATCH EXISTING WIDTHS

6" STEP-UP TO NEW CONCRETE SIDEWALK. EDGE OF WALKWAY SHALL BE PAINTED YELLOW, TO MATCH EXISTING CONDITIONS.

CONCRETE AREA TO EXTEND TO EXISTING RETAINING WALL

NEW CONCRETE AREA

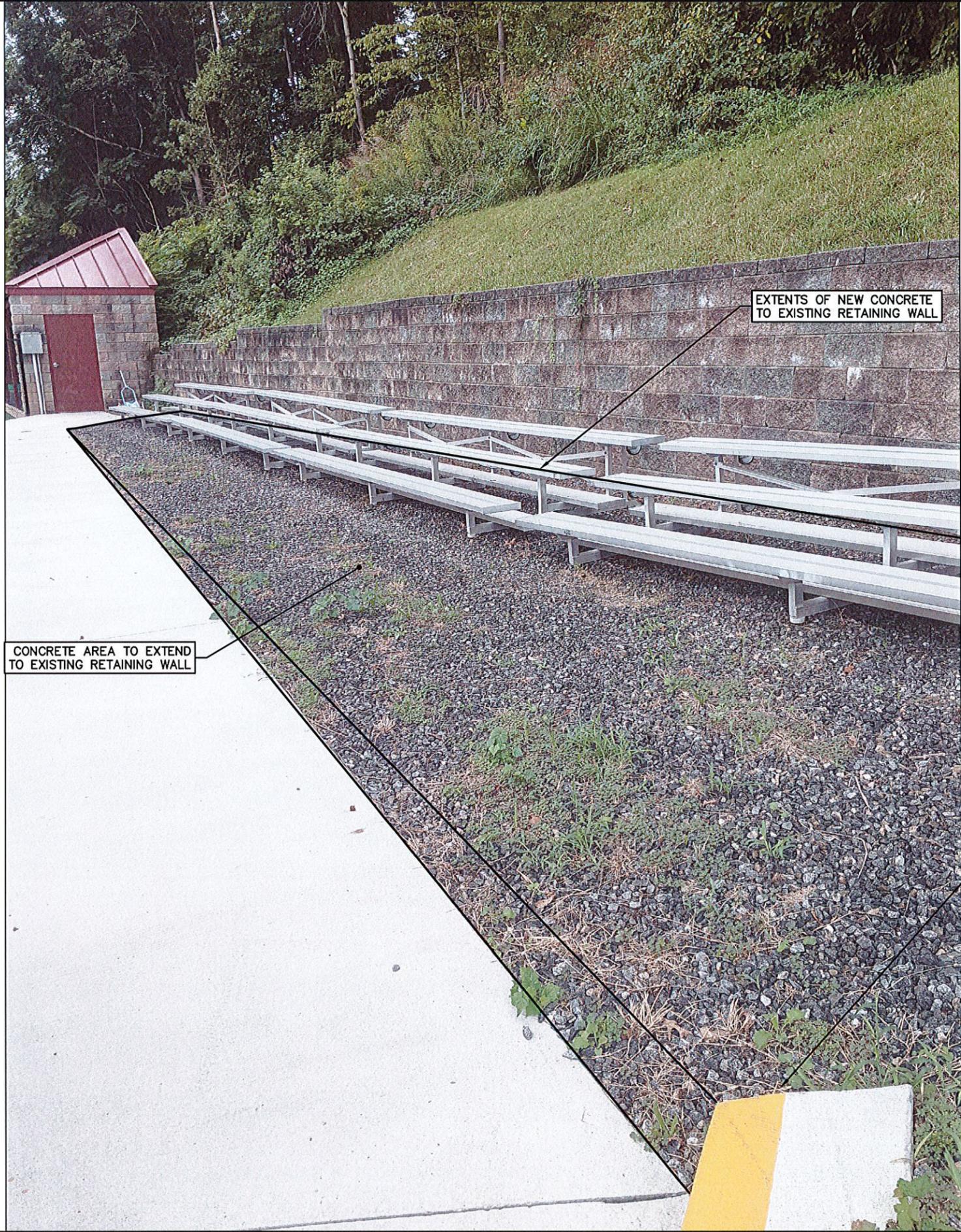


Site Improvements For  
**Asheville High**  
ASHEVILLE, NORTH CAROLINA

Job No.: 21109  
Date: April 5, 2022  
Scale: NTS  
Revision:

Sidewalk and  
Seating Area

Sheet  
**C10**



CONCRETE AREA TO EXTEND TO EXISTING RETAINING WALL

EXTENTS OF NEW CONCRETE TO EXISTING RETAINING WALL

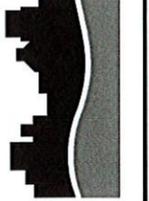
EXTEND STEP, TAPER TO MATCH GRADE

Job No.: 21109  
Date: April 5, 2022  
Scale: NTS  
Revision:

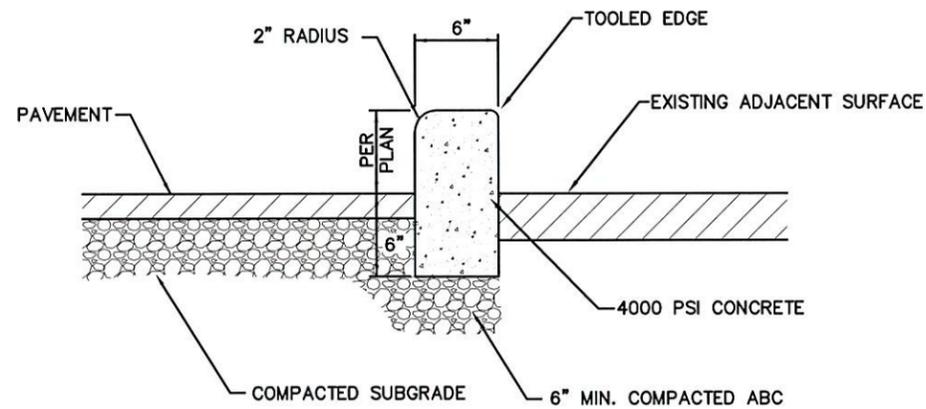
Sidewalk and Seating Area

Sheet C11

Site Improvements For  
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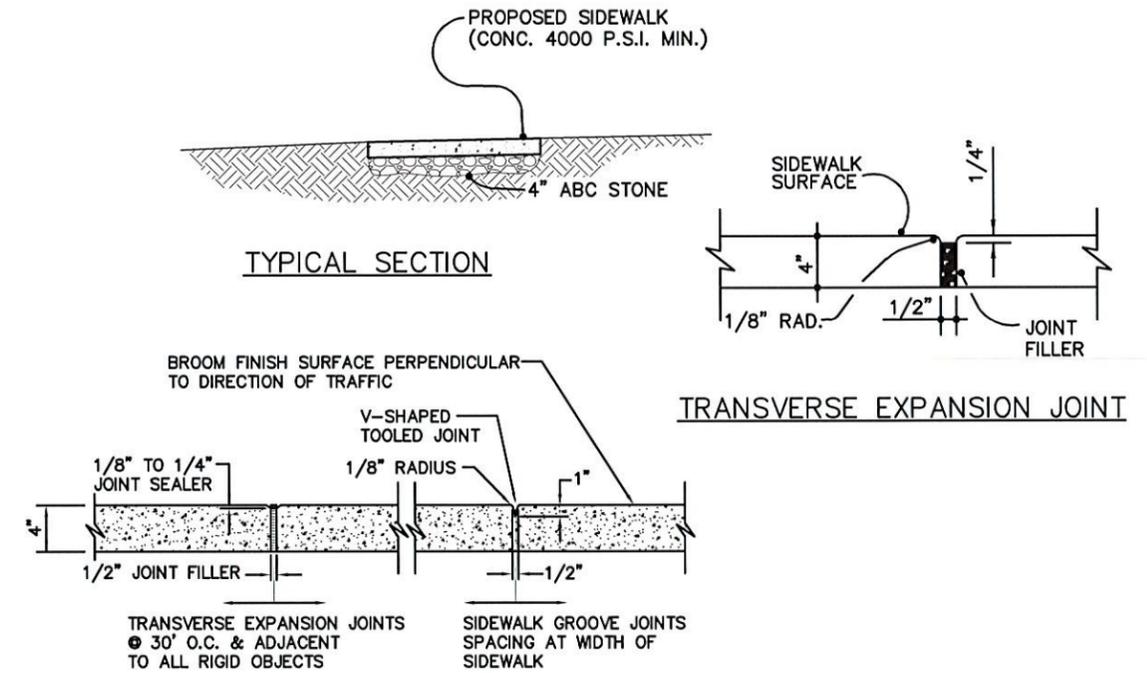


NOTE: SEE PLANS FOR LOCATION SPECIFIC INFORMATION.

### STAND-UP CONCRETE CURB

NOT TO SCALE

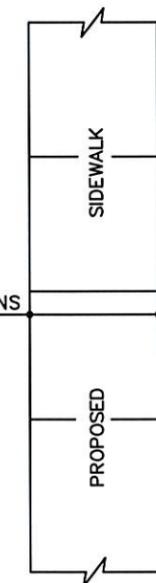
ST-9



**NOTES:**

- 1.) TRANSVERSE EXPANSION JOINTS TO BE A MAXIMUM OF 50 FEET.
- 2.) ALL CONCRETE TO BE FINISHED WITH CURING COMPOUND.
- 3.) THE CONSTRUCTION OF A SIDEWALK MAY UTILIZE ASPHALT (TYPE I-1 OR I-2) MATERIAL UPON PRIOR APPROVAL BY THE PROJECT ENGINEER. IN SUCH CASES THE CONSTRUCTION SHALL CONSIST OF FOUR (4) INCHES CABG AND TWO (2) INCHES OF TYPE I-1 OR I-2.

VARIES - SEE PLANS



PLAN VIEW

### STANDARD SIDEWALK

NOT TO SCALE

ST-36

