

# STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

## REQUEST FOR INFORMAL BIDS

#148-RFIB-006

**PROJECT:** Lucy S. Herring Elementary Wall Repair PROJECT

**USING AGENCY:** Asheville City Schools

**ISSUE DATE:** August 4, 2021

Bids subject to the conditions made a part hereof will be received until **2:00 pm, Wednesday, August 11, 2021**, 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

**REQUIRED SITE VISIT:** Site visit must be scheduled and completed by **Tuesday, August 10, 2021 by close of business**. Please contact Don Sims, Director of Maintenance and Property Management, at the numbers listed below, to schedule the required site visit.

Direct inquiries concerning this RFIB to:

Bidding and document questions:

Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Specifications, technical questions, and required site visit:

Don Sims, Director of Maintenance and Property Management

Mobile: 828-713-9303 or Office: 828-350-6198

## 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 Informal Bids (RFIB), which refers to projects less than \$300,000, 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 RFIB.
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. Offerors are cautioned that this is a request for bids, not a request to contract, and the State/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 the State.

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

**BID FORM**

**#148-RFIB-006**

**Lucy S. Herring Elementary Wall Repair PROJECT**

**DUE DATE: 8/11/2021 by 2:00PM**

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Lucy S. Herring Elementary Wall Repair 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 Informal 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**

The purpose of this solicitation is request Bids for the wall repair at Lucy S. Herring Elementary.

- a. The wall is a masonry wall with concrete block on interior and brick facia on the outside.
- b. A site visit is required.
- c. Asheville City Schools and Kloesel Engineering will be overseeing and approving work.
- d. Contractor will be responsible for all necessary permits.
- e. Blueprints for repair can be found as Attachment A to this solicitation.

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. LICENSES AND PERMITS**

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

**5. 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.

**6. NONDISCRIMINATION**

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

**7. 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.

**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. **TERMINATION:**

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

## 11. **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.

## **12. 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.

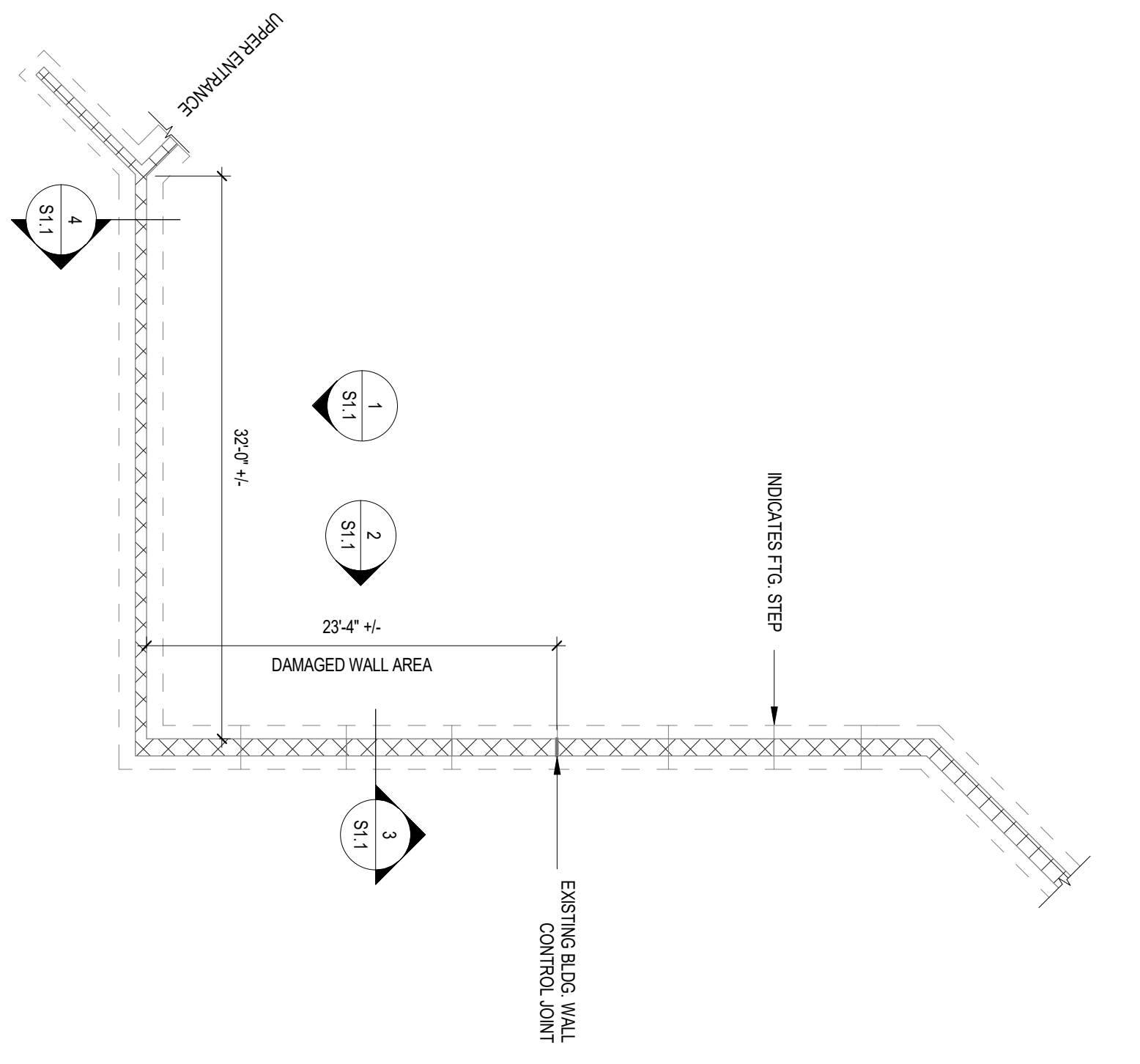
## **13. CONTRACT NOT A FRANCHISE**

It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the collection and disposal/processing of refuse and commingled recycling materials; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

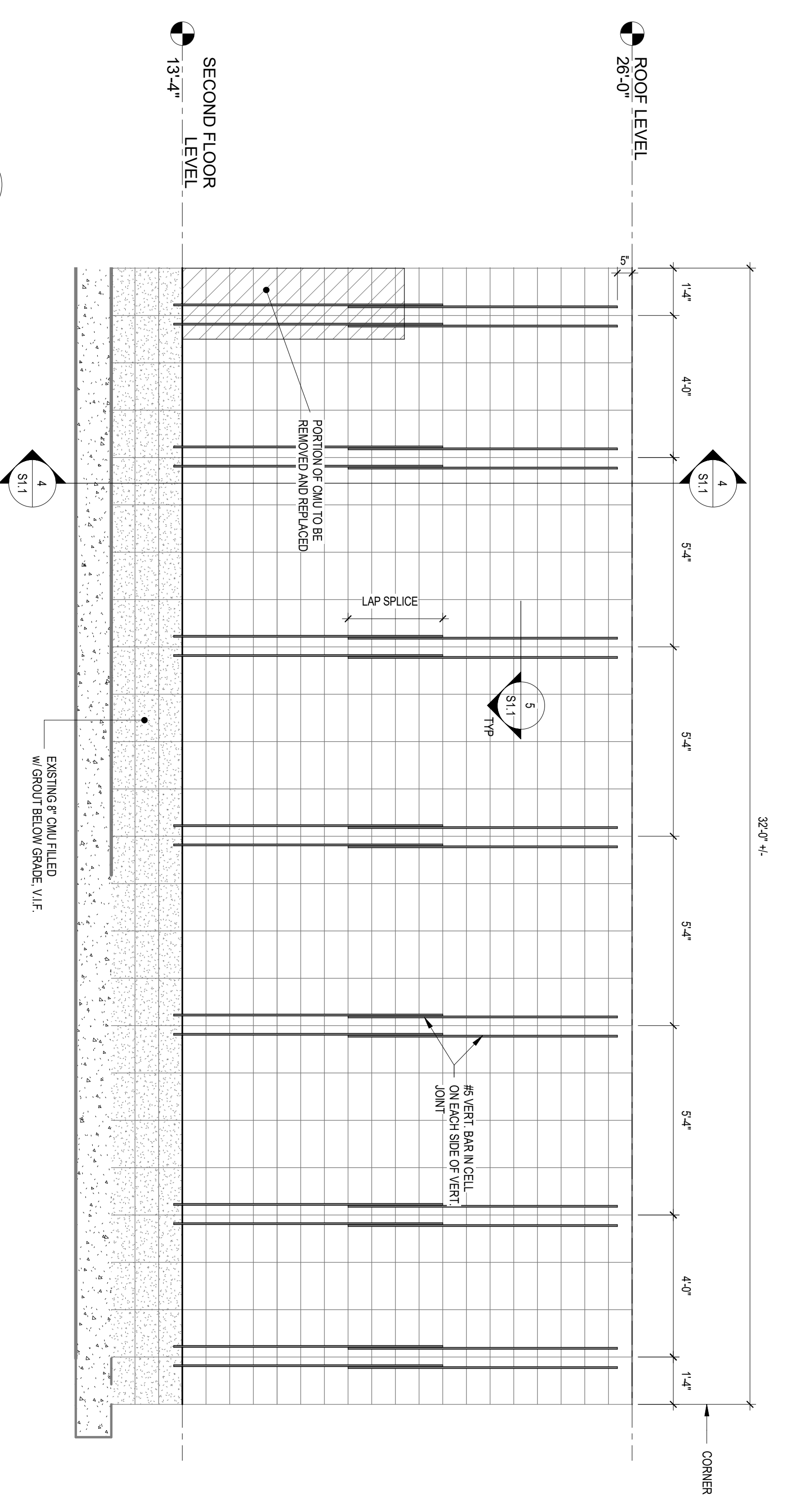
**ATTACHMENT A**  
**RFP# 148-RFIB-006 Lucy S. Herring Elementary Wall Repair PROJECT**

- GENERAL NOTES:**
1. EXISTING CONCRETE ARE SHOWN ONLY. SEE SHEET 14-0000 FOR GENERAL CONSTRUCTION DETAILS. WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL CODES OF BOARDS (ICC) UNLESS OTHERWISE NOTED.
  2. DAMAGE TO THE EXTERIOR LOAD BEARING WALL WAS CAUSED BY A VEHICLE IMPACT. NUMEROUS HORIZONTAL CRACKS EXTENDED TO THE VERTICAL WALL CONTROL JOINT ON THE PLAN NORTH SIDE AND THE WALL CONNECTION TO BE REMOVED AND REPLACED.
  3. EXISTING CMU REPAIRS AT THE CORNER WERE OBSERVED TO HAVE POOR WORKMANSHIP. CMU AT THIS LOCATION TO BE REMOVED AND REPLACED.
  4. WE RECOMMEND NOT OCCUPYING THE AUDITORIUM UNTIL REPAIRS HAVE BEEN COMPLETED.

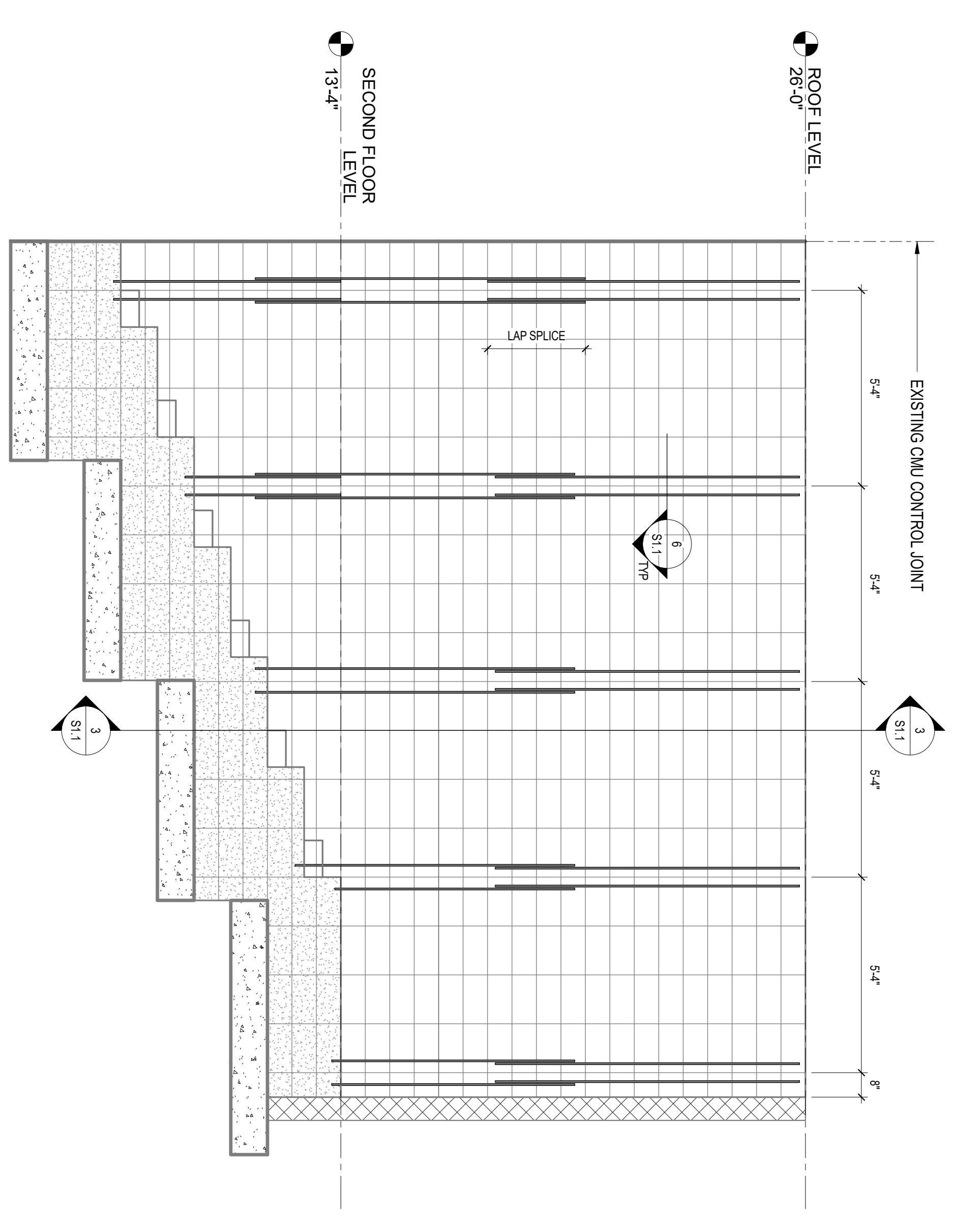
- 14- MASONRY**
1. CONCRETE MASONRY SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (F<sub>cu</sub>) OF 2800 PSI AT 28 DAYS. CONCRETE MASONRY UNITS (CMU) SHALL HAVE A MINIMUM UNIT STRENGTH OF 2800 PSI AT 28 DAYS FOR THE ABOVE NET AREA.
  2. MORTAR FOR CMU WALLS SHALL BE TYPE "S" AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1800 PSI AT 28 DAYS FOR 3/8" M. SAND.
  3. ALL CMU CELLS CONTAINING REINFORCEMENT OR OTHERS INDICATED TO BE GROUTED SHALL BE FILLED WITH GROUT TO THE TOP OF THE CELL. THE GROUT SHALL BE TYPE "S" MORTAR. THE GROUT SHALL BE PLACED WITH A COMPRESSIVE STRENGTH OF 2800 PSI. IF THE SLUMP IS LESS THAN THE MINIMUM, ADDITIONAL SLUMP MAY BE ADDED TO THE MIX AT THE JOBSITE TO INCREASE THE SLUMP.
  4. THE MASONRY JOINT IN THE CELLS SHALL BE CONSOLIDATED IN ACCORDANCE WITH ALL SPECIFICATIONS FOR POOR HEIGHTS GREATER THAN 4:2. CONSOLIDATE USING MECHANICAL VIBRATOR FOR POOR HEIGHTS UP TO 4:0. FOR HEIGHTS GREATER THAN 4:0, THE VIBRATOR SHALL BE PERMITTED IN THE BOTTOM COURSE OF EXISTING MASONRY.
  5. FOR GROUT REINFORCED CELLS, COMPACTORS SHALL BE PERMITTED IN THE BOTTOM COURSE OF EXISTING MASONRY.
  6. ALL REINFORCEMENT IN MASONRY WALLS SHALL BE AT LEAST 1/2" STRONGER THAN THE MASONRY UNITS. EACH REINFORCEMENT BAR IS SUPPORTED AT THE TOP AND AT THE BOTTOM.
  7. REINFORCEMENT IN CMU UNITS SHOWN AS CONTIGUOUS SHALL LAP 48 BAR DIAMETERS, 1/0N.



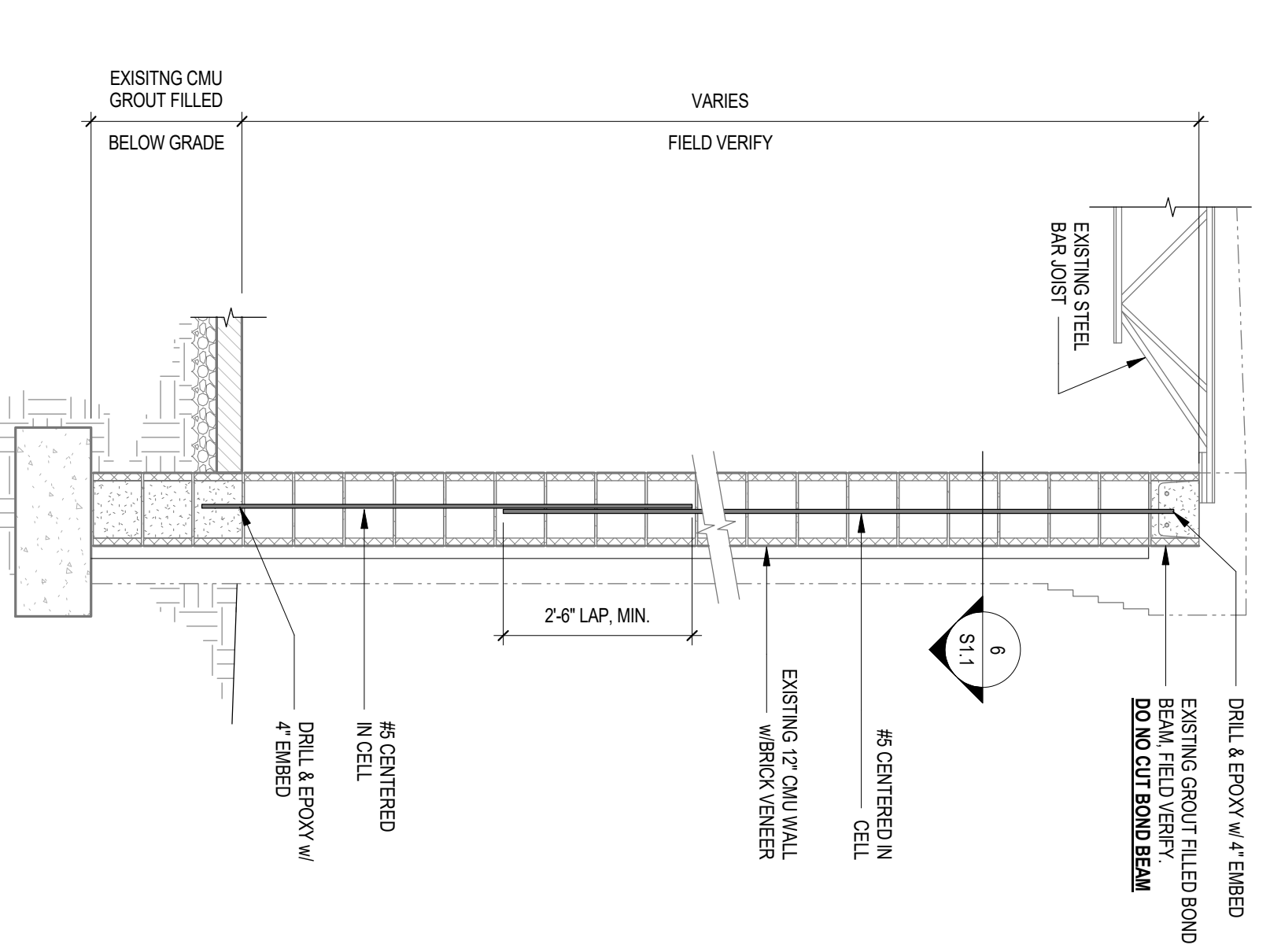
PARTIAL AUDITORIUM FLR PLAN  
 1/8" = 1'-0"



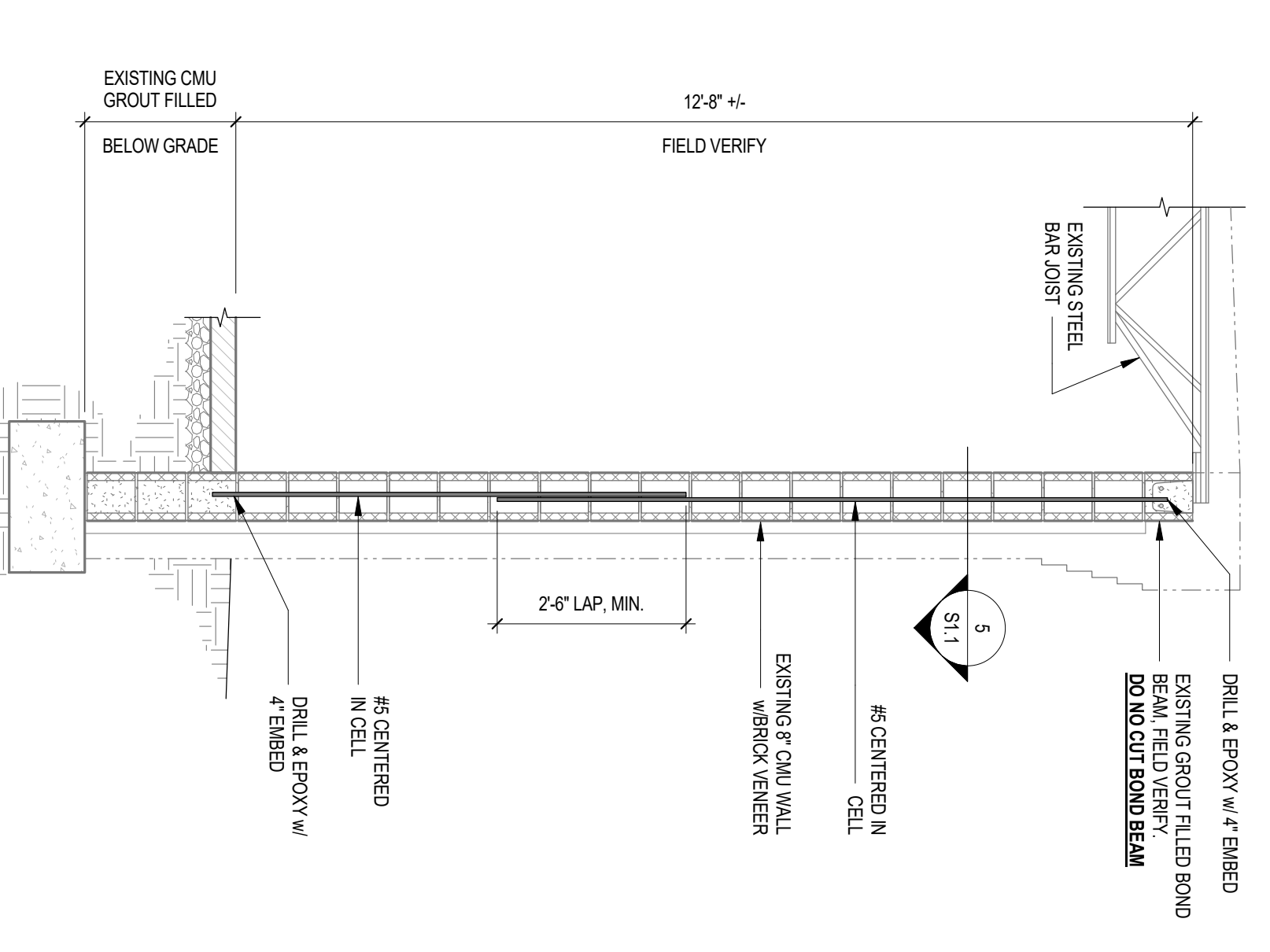
1 INTERIOR 8" CMU WALL ELEVATION  
 S1.1 3/8" = 1'-0"



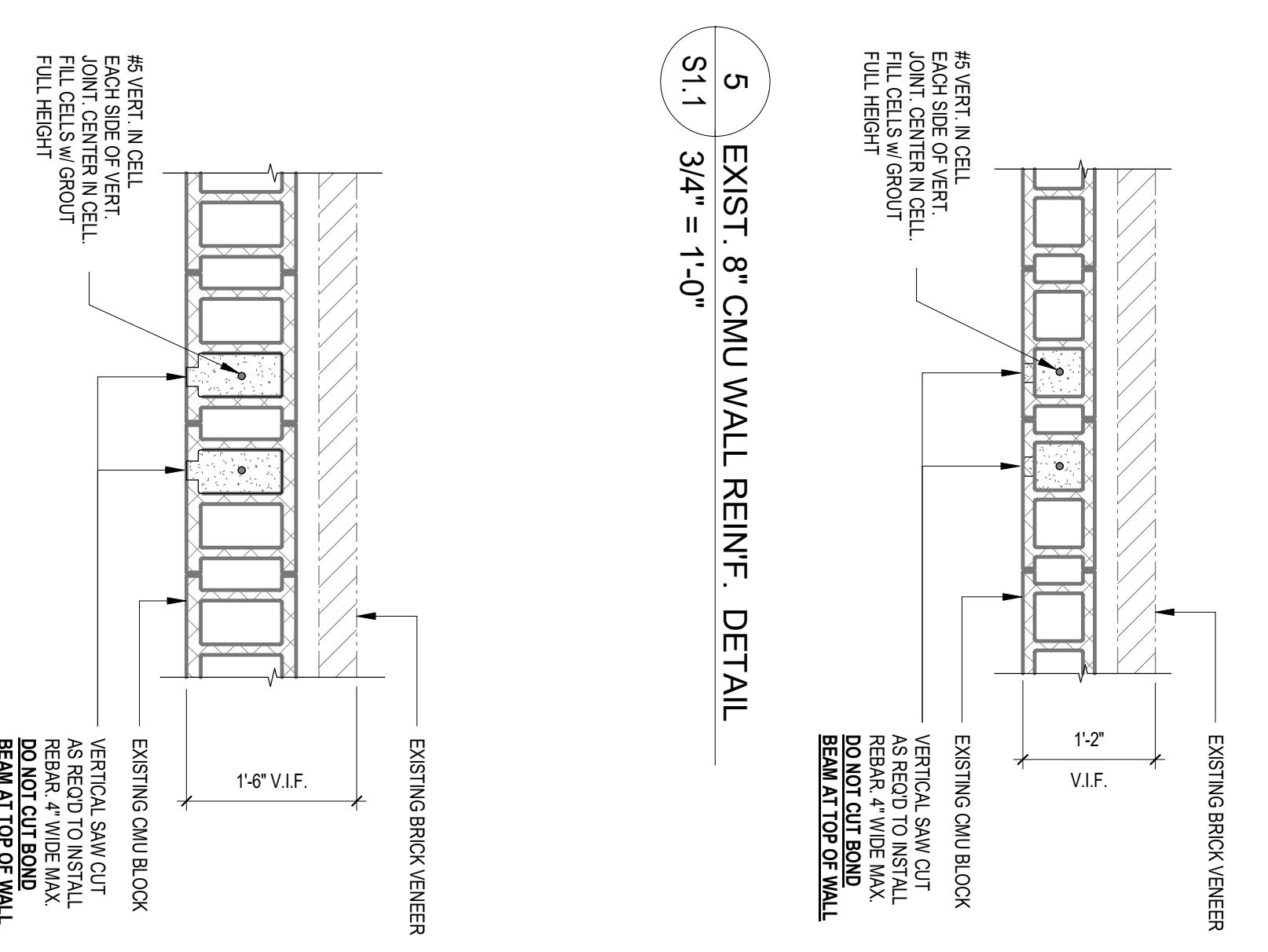
2 INTERIOR STEPPED 12" CMU WALL ELEVATION  
 S1.1 3/8" = 1'-0"



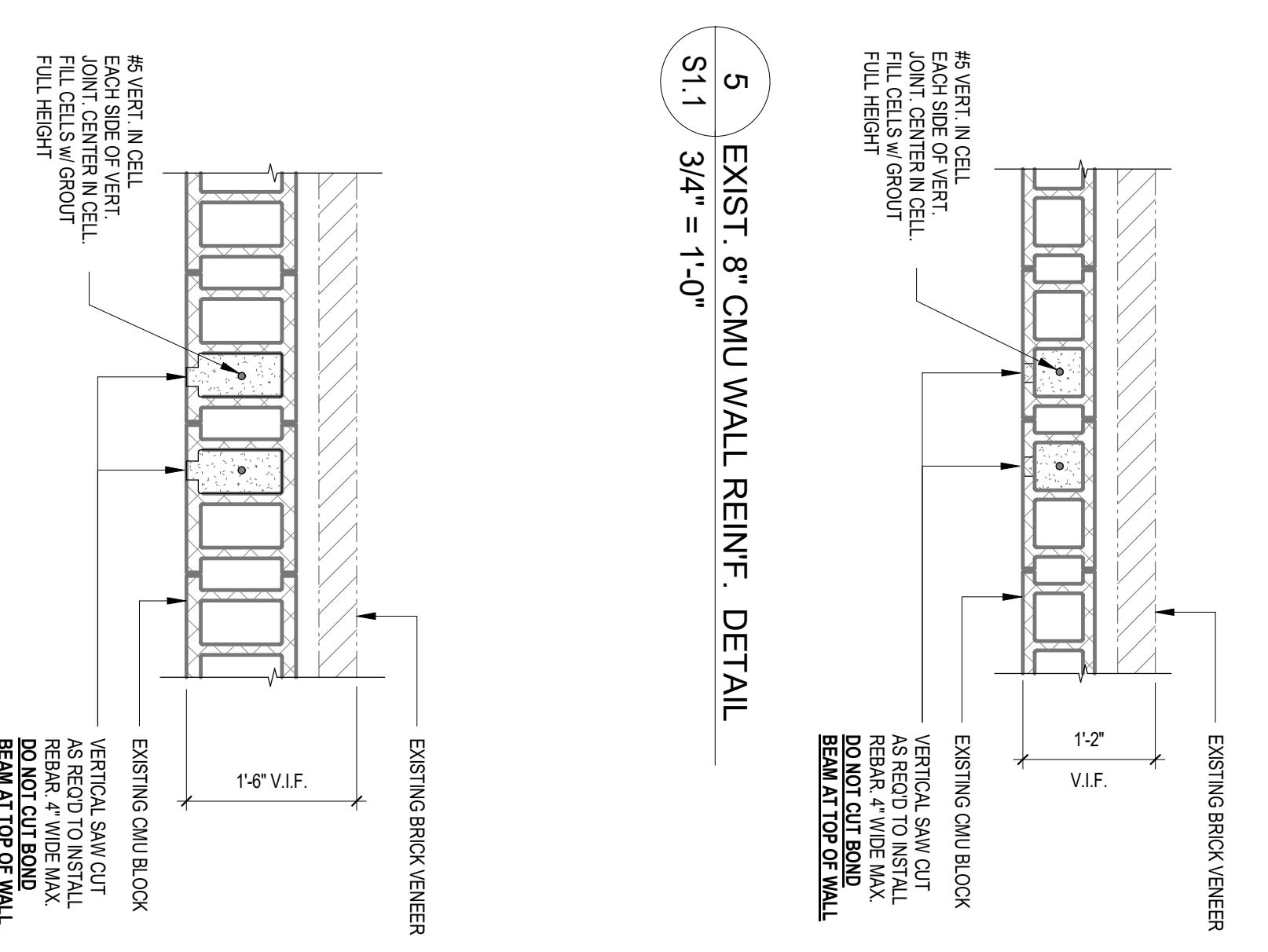
3 EXISTING 12" CMU WALL SECTION  
 S1.1 1/2" = 1'-0"



4 EXISTING 8" CMU WALL SECTION  
 S1.1 1/2" = 1'-0"



5 EXIST. 8" CMU WALL REINF. DETAIL  
 S1.1 3/4" = 1'-0"



6 EXIST. 12" CMU WALL REINF. DETAIL  
 S1.1 3/4" = 1'-0"

No.	Description	Date

**ASHEVILLE CITY SCHOOLS**  
**LUCY HERRING WAL REPAIR**  
 98 Sulphur Springs Rd.  
 Asheville, NC 28806

Project Number: 20210420  
 Date: 07/21/2021  
 Designed by: CJO  
 Drawn by: gka  
 Approved by: CJO

NOTES, PLAN DETAILS AND SECTIONS  
 Sheet Number: **S1.1**

**KLOESEL**  
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 License C-1207  
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 Asheville, North Carolina 28801  
 (828) 255-0780

