

FORM OF PROPOSAL

OCH Campus Renovations

Contract: Single Prime

South Piedmont Community College

Bidder: Edison Foard, Inc.

SCO ID #19-21446-01

Date: November 15, 2022

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the

Trustees of South Piedmont Community College

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

OCH Campus Renovations

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the State of North Carolina, and the

South Piedmont Community College

Designer: ADW Architects

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:

Base Bid:

nine million nine hundred twenty seven⁰⁰ Dollars (\$) 9,927,000⁰⁰

Contractor
General Subcontractor:

Edison Foard, Inc. Lic 1685

Plumbing Subcontractor:

WR Kisiah plumbing Lic 19420

Mechanical Subcontractor:

LB mechanical service Lic 23739

Electrical Subcontractor:

Hinson Electric Lic 6897-U

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

ALTERNATES:

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate.)

GENERAL CONTRACT:

Alternate No. 1: Renovation of Group Toilets in Building A: Women 1528, Men 1527, Women 1215, Men 1214. Includes new floor and wall tile, new toilet partitions, new vanity counter and fixtures, and new toilet accessories. See documents for additional information.

~~(Add)~~ (Deduct)

Add

Dollars(\$) 238,000⁰⁰

Alternate No. 2: Cell Phone Booster: Owner Preferred Alternate for Pathway Technologies. See Specification Section

~~(Add)~~ (Deduct)

Add

Dollars(\$) 208,000⁰⁰

Alternate No. 3: Cameras: Owner Preferred Alternate for Genetec. See Specification Section

~~(Add)~~ (Deduct)

Dollars(\$) 0

Alternate No. 4: Fire Alarm: Owner Preferred Alternate for Honeywell. See Specification Section

~~(Add)~~ (Deduct)

Dollars(\$) 0

Alternate No. 5: HVAC Controls: Owner Preferred Alternate for Honeywell. See Specification Section

~~(Add)~~ (Deduct)

Dollars(\$) 0

Alternate No. 6: Door Hardware: Owner Preferred Alternate for Assa Abloy. See Specification Section 08 71 00 Door Hardware.

~~(Add)~~ (Deduct)

Dollars(\$) 0

Alternate No. 7: Electrical: Provide Emergency Responder Radio System.

~~(Add)~~ (Deduct)

Add

150,000⁰⁰
Dollars(\$) 179,000⁰⁰ AA

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

Unit Price No. 1: Additional Excavation

Unit Price (\$) 30⁰⁰ per cubic yard

1. Base unit price cost on 25 cubic yards of additional excavation of unsuitable soil encountered to be removed, disposed of off-site. Unit price shall be utilized to make adjustments in quantity actually used, as verified by Owner's independent testing agency.
2. Unit of Measurement: Cubic Yard.

Unit Price No. 2: Additional Imported Structural Fill/Install Compact in Place Unit Price (\$) 30⁰⁰ per cubic yard

1. Base unit price cost on 25 cubic yards of additional imported structural fill to be installed and compacted in place. Unit price shall be utilized to make adjustments in quantity actually used, as verified by Owner's independent testing agency.
2. Unit of Measurement: Cubic Yard.

Unit Price No. 3: 1 ½" Mill and Overlay Asphalt/Purchased/Installed Unit Price (\$) 500⁰⁰ per ton

1. Base unit price cost on 10 tons of surface course asphalt purchased, transported to the site, installed and rolled in place where existing asphalt has been milled to a 1 ½" depth. This unit will apply if additional milling and asphalt material is needed in areas where existing pavement needs resurfacing beyond what is shown on plans.
2. Unit of Measurement: Ton.

Unit Price No. 4: 1 ½" Overlay Asphalt (w/out milling)/Purchased/Installed Unit Price (\$) 400⁰⁰ per ton

1. Base unit price cost of 10 tons of surface course asphalt purchased, transported to the site, installed and rolled in place. This unit will apply if additional milling and asphalt material is needed in areas where existing asphalt needs resurfacing and milling is not required.
2. Unit of Measurement: Ton.

Unit Price No. 5: In-Place Concrete Sidewalk Unit Price (\$) 12⁰⁰ per square foot

1. Concrete Sidewalk. Unit prices shall include removal, transportation, and off-site disposal costs of existing concrete, and replacement with new concrete.
2. Unit of Measurement: Square foot (4" thickness).

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

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

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

*** OR ***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of November 15, 2022

Edison Foard, Inc.

(Name of firm or corporation making bid)

WITNESS:

By: 

Signature

Name: Mark A. Kolb

Print or type

Title: Vice President

(Owner/Partner/Pres./V. Pres)

Address Mailing: PO Box 19888, Charlotte, NC 28219

Physical: 3900 Rose Lake Drive, Charlotte, NC 28217

License No. 1685

Federal I.D. No. 56-1013023

Email Address: mkolb@edisonfoard.com

ATTEST:

By: 

Beth A. Craig

Title: Corporate Secretary

(Corp. Sec. or Asst. Sec. only)

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 10-7-22 Addendum No. 3 10-18-22 Addendum No. 5 10-24-22 Addendum No. 6 11-3-22

Addendum No. 2 10-13-22 Addendum No. 4 10-20-22 Addendum No. 6 11-3-22 Addendum No. 7 11-7-22

Addendum No. 8 11-8-22

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Mecklenburg

(Name of Bidder)

Affidavit of Edison Foard, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

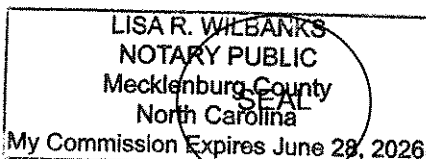
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 11-15-2022 Name of Authorized Officer: Mark A. Kolb

Signature: _____

Title: Vice President



State of North Carolina, County of Mecklenburg

Subscribed and sworn to before me this 15th day of November 20 22

Notary Public Lisa R. Wilbanks

My commission expires June 28, 2026

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____ N/A

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

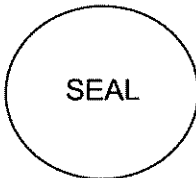
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Edison Foard, Inc., 3900 Rose Lake Drive, Charlotte, NC 28217

as principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Trustees of South Piedmont Community College

_____ as obligee, in the penal sum of
Five Percent of Amount Bid (5%) DOLLARS, lawful money of the United States of
 America, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
 executors, administrators, successors and assigns, jointly and severally, firmly by these
 presents. Signed, sealed and dated this 15th day of November 2022 WHEREAS, the said
South Piedmont Community College - OCH Renovations, Monroe, NC
 principal is herewith submitting proposal for and the principal desires to file this bid bond in
 lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Edison Foard, Inc. (SEAL)

By: [Signature] (SEAL)
Mark A. Kolb, Vice President

(SEAL)

Liberty Mutual Insurance Company (SEAL)

By: Wendy E. Lahm (SEAL)
Wendy E. Lahm, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208640-018028**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Y. Buckner, Bradford W. Gibson, Debra S. Ritter, Erin Brooks, H. Thomas Dawkins, Leah E. Farnsworth, Martin D. Pallazza, Raymond J. Garruto, Robert C. Tresher, Sara Grace Deese, Wendy E. Lahm

all of the city of Charlotte state of nc each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII -- Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2022



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary