

FORM OF SINGLE PRIME GENERAL CONTRACTOR PROPOSAL

BASE BID

Received Tuesday, July 25, 2017 at 2:00 pm
Warren County Administrative Office Conference Room
Warrenton, NC

New Facility For
Warren County Emergency Services Facility
Architect's Project #: 16032

Bidder: H.G. Reynolds Co., Inc.
Date: July 25, 2017

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal of 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 proposes and agrees if this Proposal is accepted to contract with Warren County in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the Emergency Services Facility, in full accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of Warren County with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the sum of:

SINGLE PRIME CONTRACT:

Base Bid: Three Million Twenty Eight Thousand Dollars (\$) 3,028,000

SUBCONTRACTORS:

LICENSE NO.

Site:	<u>HGR</u>	<u>14149</u>	Dollars(\$)	<u>777,000</u>
Plumbing:	<u>Prime Plumbing, Inc.</u>	<u>30719</u>	Dollars(\$)	<u>83,500</u>
Mechanical:	<u>Mike Brummitt Heating & Cooling</u>	<u>19552</u>	Dollars(\$)	<u>145,000</u>
Electrical:	<u>Rayman Electric</u>	<u>11784-U</u>	Dollars(\$)	<u>370,000</u>

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 Architect and shall fully complete all work within 270 consecutive calendar days from date of commencement established in a Notice to Proceed.

BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

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.

GENERAL CONTRACT:

Unit Price No. 1: Undercut/Fill in Trench Excavations	(Unit) cu yd Unit Price (\$) <u>80</u>
Cost included in base bid for 250 cubic yards	Price (\$) <u>20,000</u>
Unit Price No. 2: Undercut/Fill in Open Excavations	(Unit) cu yd Unit Price (\$) <u>38</u>
Cost included in base bid for 750 cubic yards	Price (\$) <u>28,500</u>
Unit Price No. 3: Off-Site Borrow Material	(Unit) cu yd Unit Price (\$) <u>20</u>
Cost included in base bid for 500 cubic yards	Price (\$) <u>10,000</u>
Unit Price No. 4: Data Outlet and conduit to above ceiling	(Unit) each Unit Price (\$) <u>55</u>
Data delineated in construction documents shall be included in Base Bid.	
Unit Price No. 5: Duplex Receptacle and circuit	(Unit) each Unit Price (\$) <u>150</u>
Receptacles delineated in construction documents shall be included in Base Bid.	

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 Architect and shall fully complete all work within number of days as specified in the Supplementary General Conditions Article 23.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given on the award of contract, the 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 check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach certified check, cash or bid bond to this proposal.

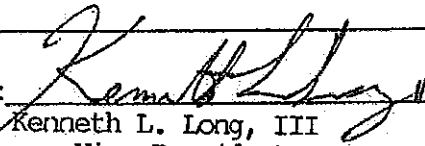
Respectfully submitted this 25 day of July 2017.

Name of firm or corporation making bid

H.G. Reynolds Co., Inc.

WITNESS:

By:



Kenneth L. Long, III

Title: Vice President

Proprietorship or Partnership

(Owner, Partner, Pres., V. Pres.)

Address: P.O. Box 209

Henderson, NC 27536

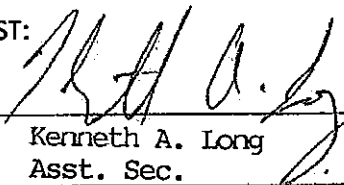
License No: 14149

Federal ID No: 57-0546212

(Corporate Seal)

ATTEST:

By:



Kenneth A. Long

Title: Asst. Sec.

(Corp. Sec. or Asst. Sec. Only)

Addenda received and used in computing bid:

Addendum No. 1 July 18, 2017

Addendum No. 3

Addendum No. 2

Addendum No. 4

For All Official Notices:

Kenneth L. Long, III-Vice President

Name and Title

H.G. Reynolds Co., Inc.

Name of Firm/Corporation

P.O. Box 209 Henderson, NC 27536

Street Address, City, State and Zip

Phone- 252-492-3071 Fax- 252-492-2590

Telephone and Fax Numbers

Identification of HUB Certified/ Minority Business Participation

H.G. Reynolds Co., Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
Custom Overhead Doors Raleigh, NC (919) 876-4555	OH Doors	F	Y
AOA Signs Yadkinville, NC (336) 679-3344	Signs	F	Y
Structural Steel of Carolina Winston Salem, NC (336) 725-0521	Steel	F	Y
Interstate Interiors, LLC Raleigh, NC (919) 868-6355	Drywall	B	Y
Newse Tile Service Youngsville, NC (919) 570-7406	Tile	F	Y

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 307,021

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Vance

Affidavit of H.G. Reynolds Co., Inc. (Name of Bidder)

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

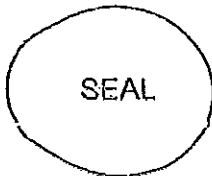
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 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: July 25, 2017 Name of Authorized Officer: Kenneth L. Long, III
Signature: *Kenneth L. Long III*
Title: Vice President



State of North Carolina County of Vance
Subscribed and sworn to before me this 25 day of July 2017
Notary Public *Jette Anderson*
My commission expires January 18, 2020

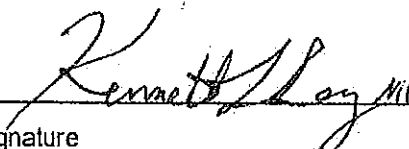
RFP Number (if applicable): _____

Name of Vendor or Bidder: H.G. Reynolds Co., Inc.

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

	July 25, 2017
Signature	Date
Kenneth L. Long, III	Vice President
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North-Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

H.G. Reynolds Company, Inc.
P.O. Box 209
Henderson, NC 27536

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Warren County
602 West Ridgeway Street
Warrenton, NC 27589

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

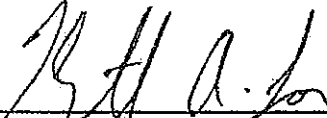
Warren County Emergency Services Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

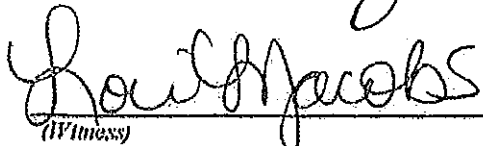
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of July, 2017.



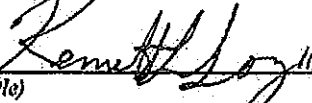
(Witness)
Kenneth A. Long, Asst. Sec.



(Witness)


H.G. Reynolds Company, Inc.

(Principal) (Seal)

By: 

(Title)
Kenneth L. Long, III - Vice President
Liberty Mutual Insurance Company

(Surety) (Seal)

By: 

(Title) Duainette H. Cullum, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 7405622

American Fire and Casualty Company
The Ohio Casualty Insurance Company

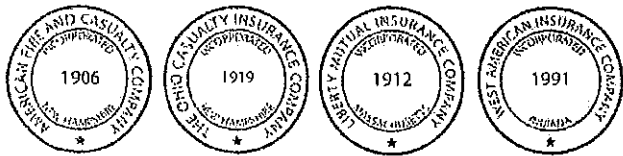
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Adrian C. Burchett; Alfred T. Johnson; Della B. Case; Duainette H. Cullum; Frank W. Hafner, Jr.; Lori L. Jacobs; Marian C. Newman; Robert J. Lavisky; Wesley V. Dasher, Jr.

all of the city of Columbia, state of SC, 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 surely 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 29th day of June, 2016.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
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 American Fire and Casualty Company, 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 surely 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 surely 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 surely 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 25th day of July, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.