



BID PROPOSAL FORM
SINGLE PRIME CONTRACT
STIPULATED SUM

PROJECT IDENTIFICATION: **City of Greensboro
Griffin Park Improvements**

COG CONTRACT NUMBER: 2017-0000

THIS BID IS SUBMITTED TO: **City of Greensboro
Greensboro, North Carolina
Attention: Butch Shumate
Facilities Division**

GENERAL

- A. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the City of Greensboro in the form included in the Contract Documents to, perform, furnish, and install all work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
- B. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening.
- C. This bid shall contain the appropriate completed forms located in the appendices of the Special Instructions to Bidder Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program. Forms to be included:
 - 1. Minority and Women Business Utilization Commitment (Appendix C)
 - or-
 - 2. Statement of Intent to Perform Work Without Subcontracting (Appendix F)
- D. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.



- E. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as bidder considers necessary for the performance or furnishing of the work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, of the General Requirements; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by bidder for such purposes.
- F. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by bidder in order to perform and furnish the work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Requirements.
- G. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- H. Bidder has given Architect/Engineer written notice of all conflicts, errors or discrepancies that the Bidder has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to bidder.
- I. The Bidder understands the following relative to the City of Greensboro's operation:
 - 1. Contractor is to cooperate with other outside contractors that have work, not in this specific contract, in progress at this facility.
 - 2. Contractor is to cooperate with the City of Greensboro to avoid conflicts with everyday operations of the "Griffin Park".
- J. The undersigned, as bidder, declares that the only person/persons interested in this proposal as principal/principals is/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, companies 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 work and informed himself fully in regard to all conditions pertaining to the place where work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto and he has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.
- K. It is distinctly understood that the City of Greensboro has the right to reject any and all bids should they deem it to be in the best interest of the City of Greensboro.
- L. The terms used in this bid that are defined in the General Requirements of the construction contract included as part of the Contract Documents have the meanings assigned to them in the General Requirements.

ADDENDA

- A. In submitting this bid, bidder represents that:



BID PROPOSAL FORM - SINGLE PRIME - GENERAL CONSTRUCTION - STIPULATED SUM

1. Bidder has examined copies of the bidding documents and of the following addenda (receipt of all which is hereby acknowledged):
 - a. Addendum Number: 1 Dated: 8/31/2017
 - b. Addendum Number: 2 Dated: 9/6/17
 - c. Addendum Number: 3 Dated: 9/7/17
 - d. Addendum Number: _____ Dated: _____

CONTRACT SUM

- A. The bidder proposes and agrees, if this proposal is accepted, to contract with the City of Greensboro in the form of contract specified, to furnish all necessary design, materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the installation of the New Picnic Shelter, Access Driveway, Dog Park and related improvements and other miscellaneous project work items in accordance with the attached Scope of Work and specifications located at 5301 Hilltop Road, Greensboro, NC in full and complete accordance with the Specifications and Contract Documents, and to the full satisfaction of the Division of Facilities, with the definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents; and to meet the milestone dates scheduled for substantial completion of the Work for the sum of:

BASE BIDS (Bid includes all State and local sales and use taxes.)

Total Bid Amount:

Five Hundred Twelve Thousand Eight Hundred Twenty Six Dollars and Ninety Eight Cents

Dollars(\$512,826.98 _____).

(Bid includes all State and local sales and use taxes.)

UNIT PRICES

Should the undersigned be required to perform work over and above that required by the Contract Documents, or should he be ordered to omit work required by the Contract Documents, he will be paid an extra or shall credit the Owner, as the case may be, on the basis of unit prices stated herein, prices quoted being sum total compensation payable or creditable for such items in place, including overhead and profit, general conditions and duration related expenses and all other expenses associated with the work. **NOTE THAT THE TOTAL COST OF THESE UNIT PRICES AND QUANTITIES SHALL BE INCLUDED IN THE BASE BID STATED ABOVE AND THAT THE TOTAL CONTRACT SUM MAY BE ADJUSTED UP OR DOWN DEPENDING ON THE FINAL AGREED UPON QUANTITIES UPON COMPLETION OF THE PROJECT.**

Each unit price shall **include** State and local sales and use taxes.



BID PROPOSAL FORM - SINGLE PRIME - GENERAL CONSTRUCTION - STIPULATED SUM

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Price</u>
<p><u>Removal of Unsuitable Soil (Bulk)</u> –The unit price will include removal and disposal off-site and also includes backfilling the undercut area with suitable onsite or offsite borrow material. The unit price submitted in the bid proposal shall be used to adjust the contract sum in the event that less than or more than the specified or indicated quantity is required to complete the work required by the Contract Documents.</p>	100 Cy.	\$ <u>37.50</u>	\$ <u>3,750.00</u>
<p><u>Offsite Borrow Material</u> –The unit price bid shall include the cost of the borrow material and all transportation cost to the jobsite from the contractors approved offsite borrow source. Delivery tickets must be provided to verify all quantities delivered to the jobsite. The unit price submitted in the bid proposal shall be used to adjust the contract sum in the event that less than or more than the specified or indicated quantity is required to complete the work required by the Contract Documents.</p>	100 Cy.	\$ <u>28.12</u>	\$ <u>2812.50</u>
<p><u>Removal of Unsuitable Soil (Trench)</u> – The unit price will include removal and disposal off-site and also includes backfilling the undercut area with suitable offsite borrow material. The unit price submitted in the bid proposal shall be used to adjust the contract sum in the event that less than or more than the specified or indicated quantity is required to complete the work required by the Contract Documents</p>	100 Cy.	\$ <u>37.50</u>	\$ <u>3,750.00</u>
<p><u>Trench Rock</u>– The unit price will include removal and disposal off-site and also includes backfilling the rock area with suitable surplus excavation or offsite borrow material. The unit price submitted in the bid proposal shall be used to adjust the contract sum in the event that less than or more than the specified or indicated quantity is required to complete the work required by the Contract Documents.</p>	100 Cy.	\$ <u>118.75</u>	\$ <u>11,875.00</u>



<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Price</u>
<u>Mass (Bulk) Rock</u> —The unit price will include removal and disposal off-site and also includes backfilling the rock area with suitable surplus excavation or offsite borrow material. The unit price submitted in the bid proposal shall be used to adjust the contract sum in the event that less than or more than the specified or indicated quantity is required to complete the work required by the Contract Documents.	100 Cy.	\$ <u>100.00</u>	\$ <u>10,000.00</u>

- A. Unit Prices quoted below and accepted shall apply throughout the life of the contract. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of Work, all in accordance with the Contract Documents.
- B. Each unit price shall **include** all State and Local sales and use taxes.

ALLOWANCES

- A. The Contractor shall make the following allowances in the Contract Sum, all in the accordance with the Contract Documents:
1. **Provide Contingency Allowance in the amount of twenty-thousand dollars (\$20,000.00) in the base bid. The Contingency Allowance shall be used at the discretion of the Owner and shall be credited back to the Owner if not used.**

ALTERNATES

- A. All, none, or any combination of Alternate Bids may be accepted by the City of Greensboro. The total cost of the Base Bid amount plus all Alternate accepted shall be considered in determining the lowest bid. The time for completion of each Alternate Bid accepted will not change the Milestone Dates scheduled for substantial completion of the Work.
- B. Bidders are required to submit alternate prices in the spaces provided on the Bid Form for Bid Alternates listed below. Each proposal shall state, in the space provided on the Bid Form, the lump sum amount which will be added to the Base Bid for each of the items of alternate construction described below.
- C. Each alternate price shall **include** all State and Local sales and use taxes.



Alternate Bid No. 1 **Install Asphalt Pavement on the Gravel Access Driveway for the lump sum additive alternate bid of**

Add Twenty One Thousand Four Hundred Fifty Five Dollars and Zero Cents (\$21,455.00)

CONTRACT TIME

- A. Bidder agrees that the Work as set forth in the Contract Documents, including Alternates that are accepted, will be Substantially Complete within 120 calendar days after the date of Notice to Proceed. Project Completion and final acceptance will be complete within 150 calendar days after Substantial Completion.

BID SECURITY

1. Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).
2. Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders.

B. COMMUNICATIONS

- A. Communications concerning this bid shall be addressed to:

Bidder: A Vogt Construction

Address: 3819 Raintree Drive, GSO, NC 27407

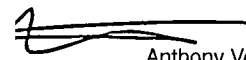
Attention: Anthony Vogt

INSTRUCTION - STIPULATED SUM

on 11th day of September, 2017.

truction
(Firm or Corporation Name)

olina
(State of Incorporation)


Anthony Vogt
(Person Authorized to Sign)

ier
(Title)

No.: 73557

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TYLER TURNBULL, SCOTT PELIN, OF CHARLOTTE, NC

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGA

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

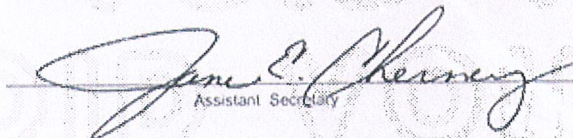
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

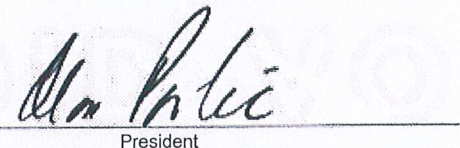
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1ST day of FEBRUARY, 2016.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

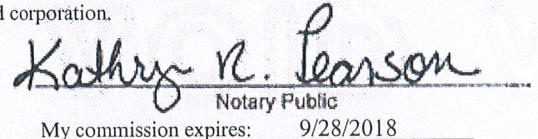



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 1ST day of FEBRUARY, 2016, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

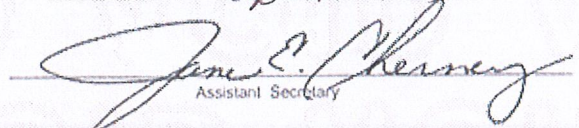
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-6029

Signed and sealed at the City of Brookfield, WI this 7th day of September, 2017.




Assistant Secretary

CATALYST SURETY PARTNERS LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.