

RAMSAY, BURGIN, SMITH, ARCHITECTS, INC.

ARCHITECTURE PLANNING DEVELOPING

September 8, 2016

Mr. Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, NC 28144

SUBJECT: Rockwell EMS Station

Dear Aaron:

We have verified all the bid numbers received on Thursday, September 8, 2016, for the Rockwell EMS Station and have enclosed the certified bid tabulation with this letter. The low bidder in all combinations of base bid and alternate is Cresent Construction Company, with a base bid price of \$513,000. For your information, on the bid tabulation we have listed the project allowances included in the base bid, totaling \$24,500.

The bids were competitive and if funds are available for the project, we strongly recommend to the Rowan County Commission to accept the low bid and Alternate No. 1, and award the Contract to Cresent Construction Company, Inc. as follows:

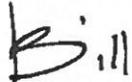
• BASE BID	\$513,000
• Alternate No. 1 – Exterior Brick Veneer	<u>\$18,250</u>
• TOTAL	\$531,250

The cost for Alternate No. 1 is an exceptionally good value. An exterior brick veneer will add to the longevity of the facility and is more in keeping with the residential neighborhood where the site is located.

If you have questions or require any additional information, please do not hesitate to call.

Sincerely,

RAMSAY BURGIN SMITH ARCHITECTS, INC.



William R. Burgin, AIA
President

ATTACHMENTS:

Certified Bid Tabulation
Form of Proposal

cc: Lennie Cooper
David Sifford
Frank Thomason

BID TABULATION
Rowan County
ROCKWELL EMS STATION
 Bid Date: September 8, 2016

CONTRACTORS	License No.	Addenda Received	MBE	Bid Bond	ALTERNATE, No. 1		Position	BASE BID	TOTAL with recommended Alternate No.1
					Exterior Brick Veneer				
Carpenter Construction	35725	X	X	X		\$12,512	3	\$565,810	\$578,322
Crescent Construction	12337	X	X	X		\$18,250	1	\$513,000	\$531,250
E. V. S. Construction	69181	X	X	X		\$20,000	4	\$640,000	\$660,000
KMD Construction	49998	X	X	X		\$23,400	5	\$659,926	\$683,326
Kearney Builders	47429	X	X	X		\$21,500	2	\$539,000	\$560,500
H.M. Kern	NO BID								
Vertex Construction	NO BID								

Allowances (Included in Base Bid)
 Water Tap Fee \$5,000
 Contingency \$10,000
 Undercut and Fill 200 cy
 Testing \$4,000

I certify that the above is a true and accurate tabulation of the bids received at the above referenced date.

Signature:  9/8/16


Ramsay Burgin Smith ARCHITECTS, Inc.

**FORM OF PROPOSAL
ROWAN COUNTY
ROCKWELL EMS STATION
East Main Street
Rockwell, NC**

Contractor Name: Crescent Construction Co. Inc.

Submitted herewith is my/our proposal for the Rockwell EMS Station, Rockwell, North Carolina.

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; 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 undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with ROWAN 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 in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Architect and Owner 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: FIVE HUNDRED THIRTEEN THOUSAND DOLLARS (\$ 513,000⁰⁰)
(including allowances specified in Section 01020)

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Masonry: Honeycutt Construction
Framing: Honeycutt Construction
Drywall: Stancil Painting & Drywall
Roofing: Able Roofing or Adam Collins Roofing
Plumbing: Kannapolis Service or Graham's Piping
HVAC: G & S Heating Air Energy Svc.
Electrical: Hinson Electrical or TRI ELECTRIC

SECTION 2. ALTERNATES:

Each alternate price listing in this proposal shall cover all costs required for this particular part of the work, complete and in place, including all changes, alterations or modifications to surrounding work required to accommodate the substitution, addition, deletion or other change.

The Architect reserves the right to recommend to the Owner the acceptance or rejection of any or all alternates. The Owner reserves the right to accept or reject any or all such recommendations. The Owner further reserves the right to accept or reject alternates in any order they preferred without regard to whether or not their selected order effects bid outcome.

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" or "deduct from" the Base Bid. Signify the option intended by the words "add" or "deduct" in front of the written figures and the like "plus" or "minus" signs in front of the numerals.

ALTERNATE #1 - EXTERIOR BRICK VENEER

This price must include all work, including labor and materials, to incorporate 4" brick veneer into the exterior wall construction as indicated on drawings and specifications.

Eighteen thousand two hundred fifty DOLLARS (\$ 18,250.00)

SECTION 3. UNIT PRICES:

Unit prices are for complete work and no profit or overhead shall be added or deducted when applying unit prices. No work described on the drawings or specifications is to be bid as a unit price. Unit price costs will be used only for additional work the owner may want to include in the work by change order.

UNIT PRICE #1: Undercut including compacted refill, per cubic yard: - GENERAL WORK -

This price must include cost of hauling and LEGALLY DISPOSING of undercut soil from site and hauling structural quality soil to site and compaction. Material cost and testing costs of soil material characteristics and appropriateness of use as structural fill shall also be part of unit cost (or otherwise is considered part of general contractor's base bid).

Twenty-seven dollars and fifty cents DOLLARS (\$ 27.50 /cu.yd.)

NOTE: This unit price cost will be used to determine the exact Allowance dollar amount figure used by the contractor in their base bid for the 200 cu. yds. of undercut and fill specified in Division 1 - Allowances.

Unit Price #1 Breakout Costs

Provide breakout costs comprising the Unit Price #1 amount listed above.

Excavating Undercut Soil on Site:

Five DOLLARS (\$ 5.00 /cu.yd.)

Hauling and LEGALLY DISPOSING Undercut Soil from Site:

Eight DOLLARS (\$ 8.00 /cu.yd.)

Material Cost and Hauling Structural Quality Soil to Site:

Fourteen DOLLARS (\$ 14.00 /cu.yd.)

Compacting Structural Quality Soil on Site:

Three DOLLARS (\$ 3.00 /cu.yd.)

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration - 6 Months.

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No.	<u>1</u>	Dated	<u>8-22-16</u>
Addendum No.	<u>2</u>	Dated	<u>8-30-16</u>
Addendum No.	<u>3</u>	Dated	<u>8-31-16</u>
Addendum No.	<u>4</u>	Dated	<u>9-6-16</u>
	<u>5</u>		<u>9-7-16</u>

Robin M. Barber
WITNESS


 President
 SIGNATURE AND TITLE

Crescent Construction Co., Inc.
 FIRM NAME

990 Lee Ann Drive
 ADDRESS

Concord, NC 28025
 ADDRESS

12337
 LICENSE NUMBER

September 8, 2016
 DATE

(seal)

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

County of Cabarrus

(Name of Bidder)

Affidavit of Crescent Construction Co. 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.

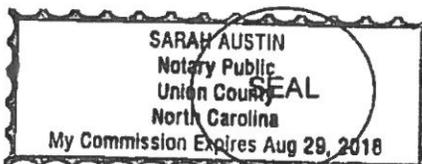
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure 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: 9-8-16 Name of Authorized Officer: D. Keith Gabriel

Signature: *D. Keith Gabriel*

Title: President



State of NC, County of Union
Subscribed and sworn to before me this 8 day of September 2016
Notary Public Sarah Austin
My commission expires August 29, 2018

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Crescent Construction Co., Inc.
990 Lee Ann Dr., Concord, NC, 28025. as Principal,
and Fidelity and Deposit Company of Maryland a corporation
organized under the laws of the State of MD
as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto
Rowan County as Obligees,
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 September 8, 2016

WHEREAS, the said Principal is herewith submitting proposal for Rowan County Rockwell EMS Station

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S.
143-128.

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. 143-128, the Surety shall, upon demand, forthwith pay to the Obligees the amount set forth in the
first paragraph hereof.

Crescent Construction Co., Inc. (Seal)

By, *[Signature]* (Seal)

Fidelity and Deposit Company of Maryland

By, *[Signature]* (Seal)
Jennifer O. Hoehn Attorney-in-fact



Bond Number Bid Bond

Obligee: Rowan County

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jennifer C. Hoehn, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

By: Michael P. Bond
Vice President



Eric D. Barnes

By: Eric D. Barnes
Secretary



State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Eric D. Barnes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of September, 2016.



Thomas O. McClellan

Thomas O. McClellan, Vice President