# **BIDDER'S CHECKLIST**

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

	_	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
<b>✓</b>	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
<b>✓</b>	B1.	Identification of Minority Business Participation
<b>✓</b>	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce
	_	

## **BID FORM**

Project: James Sewer and Street Improvements

Bid From: Triangle Grading & Paving, Inc.

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#### **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

TOWN OF APEX P.O. BOX 250, 105-B UPCHURCH STREET APEX, NC 27502-0250

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>			

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

- reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4.	"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

# [SUGGESTED FORMAT FOR UNIT PRICE BID]

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION	LS	1 2	000.00	20000-00
2	GRADING	LS	1 9	8500.00	98500.00
3	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	122	25.00	3050.00
4	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	27	175.00	472500
5	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	103	150.00	15450.00
6	CONSTRUCTION SURVEYING	LS	1 2	50000	25000-00
7	2'-6" CONCRETE CURB & GUTTER	LF	39	300	1560.00
8	2' CONCRETE VALLEY GUTTER	LF	101	38.00	3838.00
9	CONCRETE CURB RAMP	EA	1 <b>3</b>	50000	3500.00
10	4" CONCRETE SIDEWALK	SY	87	105.00	9135-00
11	TRAFFIC CONTROL	LS	1 /	)eww	12000-00
12	MATTING FOR EROSION CONTROL	SY	200	250	500.00
13	SEEDING	LS	1 (	400.00	6400.00
14	8" DUCTILE IRON GRAVITY SEWER 8'- 10' CUT	LF	38	146.00	6510-0
15	8" SDR35 PVC GRAVITY SEWER 8'-10' CUT	LF	885	78.00	(09050.00
16	4 FT. DIAMETER FLAT TOP PRECAST CONCRETE MANHOLE 6'-8'	EA	1 _	7350.00	
17	4 FT. DIAMETER FLAT TOP PRECAST CONCRETE MANHOLE 8'-10'	EA	1	5400.00	8400-00
18	4 FT. DIMETER FLAT TOP PRECAST CONCRETE MANHOLE 10'-12'	EA	3 9	(600.00)	9600.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
19	CONNECT EXISTING SERVICE	EA	2 11	50.00	3300.00
20	CONNECT NEW SEWER MAIN TO EXISTING MANHOLE	EA	1		7450.00
21	ABANDON EXISTING MANHOLE IN- PLACE	EA	<sup>2</sup> 15	350.00	3100.00
22	FLOWABLE FILL	CY	15	050.00	9750.00
23	UNDERCUT UNSTABLE PIPE FOUNDATION	СҮ	150	24.00	3600.00
24	ROCK EXCAVATION	CY	10	25.00	1250.00
25	ASPHALT PAVEMENT PATCHING	SY	30	ාන හ	(6000.00
26	EROSION CONTROL	LS	1 1	1500.00	
27	CLEARING & GRUBBING	LS	1 17	500-00	11500.00
28	STABILIZED CONSTRUCTION ENTRANCE	EA	1 3	905.00	
Total of	All Unit Price Bid Items				\$396,103.0

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price	\$ 5	

#### Time of Completion

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
  - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
  - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
    - 1. Identification of Minority Business Participation.
    - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
  - C. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - E. Contractor's License No.: 17456 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
- 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:
  - A. 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 goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
- B. Affidavit (D) of its good faith effort to meet the goal. 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.
- 6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

#### ARTICLE 7 - DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 8 – BID SUBMITTAL**

Contractor's License				
A. Number: 17456	<u> </u>			
B. Classification: B	ldg, Hwy, PU			
C. Limitation: Unlin	nited			
Employer's Tax ID No.:	56-1458656			
BIDDER: [Indicate correct	name of bidding entity]			
Triangle Grading	& Paving, Inc.			
Telephone Number:	336-584-1745			
Fax Number:	336-584-0145			
Contact Name and e-mai	l address: Chuck Fulp- cfulp@tgandp.com			
This Bid Submitted by:				
<u>An Individual</u>				
Name:				
	(Type or print)			
By:				
	(Individual's Signature)			
Doing Business As:(Type or print)				
	(Type or print)			

<u>A Partnership</u>	
Partnership Name:	
The Organization and Internal Affairs of the Partnership are governed by of the State of:	y the laws
By:(Signature of general partner, attach evidence of authority to sign)	
Name:(Type or print)	
Title:(Type or print)	
Attest:(Signature of Corporate Secretary)	
A Corporation	
Corporation Name: Triangle Grading & Paving, Inc.	
State of Incorporation: North Carolina	
Type (General Business, Profession, Service, Limited Liability): General Contractor	
By: (Signature, attach evidence of authority to sign)	
Name: RG Kirkpatrick Jr.  (Type or print)	
Title: President (Type or print)	
Attest: Wight C. Kin Lin Turk (Signature of Corporate Secretary)	Corporate Seal
Date of Qualification to do business in North Carolina is July 1984	<u>.</u>
<u>Limited Liability Company – LLC</u>	
Name of LLC:	
Name of State under whose Laws the Limited Liability Company was formed:	
By:(Signature of Manager)	
Name:(Type or print)	<u> </u>
Title:	

(Type or print)



# **BID BOND**

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

<del>- , · · · · ; · · · · · · · · · · · · · ·</del>	
BIDDER (Name and Address): Triangle Grading & Paving, Inc.	
PO Drawer 2570	
Burlington, NC 27216-2570	
SURETY (Name, and Address of Principal Place of Busine	?ss):
Philadelphia Indemnity Insurance Company	
One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950 OWNER (Name and Address): Town of Apex P.O. Box 250, 73 Hunter Street	
Apex, NC 27502-0250 BID	
Bid Due Date: January 9, 2025  Description (Project Name—Include Location): January 9, 2025	nes Sewer and Street Improvements
BOND	
Bond Number: Bid Bond	
Date: January 9, 2025	
Penal sum Five Percent of Amount Bid	\$ 5%
(Words)	(Figures)
Surety and Bidder, intending to be legally bound hereby this Bid Bond to be duly executed by an authorized office BIDDER  Triangle Grading & Paving, Inc. (Seal)	
Triangle Grading & Paving, Inc. (Seal)  Bidder's Name and Corporate Seal	Surety's Name and Carporate Seal
By:	By: Wald your (1) The 7
Signature	Signature (Attach Power of Attorney)
Print Name	Angela Y. Buckner Print Name
President	Attorney-in-Fact
Attest: Eyalt C-fulputish	Attest: Signature
Signature / /	Signature
Secretary	Jenny Snell
Title	Title
Note: Addresses are to be used for giving any required n Provide execution by any additional parties, such as join	
Froming execution by any dualitorial parties, such as join	Surety Phone No. 610-206-7836
EJCDC® C-435, Bid Bond (Damag	



- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
  - Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for Issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Surety Bond Number: Bid Bond

Principal: Triangle Grading & Paving, Inc.

Obligee: Town of Apex

#### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>Angela Y. Buckner</u> its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed § 75,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And,

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

Vanessa makensie

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Motory Seat Venesse Mckenzie, Notary Public Delaware County My commission expires November 3, 2028 Commission number 1366394

Member, Pennsylvan.4 Association of Holaries

residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of January 1, 2025.



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attach to Bid Attach to Bid Bidders must provide either Affidavit A or Affidavit B (not both) Attach to Bid Attach to Bid

# **Identification of Minority Business Participation**

I, Triangle Grading & Paving, Inc.
(Name of Bidder)
do hereby certify that on this project, we will use the following minority business enterprises as
construction subcontractors, vendors, suppliers or providers of professional services

Firm Name, Address and Phone #	Work type	*Minority Category
Garner Murphy 130 Chuch Gamer Tr. Cerahan, LIC 27253 336-226-7492	Letilities	F
331 - 221 - 7492		,

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

The total value of minority business contracting will be (\$)39,611,00

Attach to Bid Attach to Bid Bidders must provide either Affidavit A or Affidavit B (not both) Attach to Bid Attach to Bid

# State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

· · · · · · · · · · · · · · · · · · ·	gle Grading & Paving, Inc. ve made a good faith effort to comply under the following areas checked:
	arn at least 50 points from the good faith efforts listed for their bid to be
considered resp	ponsive. (1 NC Administrative Code 30 I.0101)
that were known	ntacted minority businesses that reasonably could have been expected to submit a quote an n to the contractor, or available on State or local government maintained lists, at least 10 day ate and notified them of the nature and scope of the work to be performed.
2(10 pts) Mac minority busines	de the construction plans, specifications and requirements available for review by prospective sses, or providing these documents to them at least 10 days before the bids are due.
3 – (15 pts) Bro participation.	ken down or combined elements of work into economically feasible units to facilitate minority
recruitment of m	rked with minority trade, community, or contractor organizations identified by the Office of erutilized Businesses and included in the bid documents that provide assistance in inority businesses.
$oldsymbol{2}$ 5 – (10 pts) Atte	ended prebid meetings scheduled by the public owner.
_	vided assistance in getting required bonding or insurance or provided alternatives to bonding
unqualified with	gotiated in good faith with interested minority businesses and did not reject them as out sound reasons based on their capabilities. Any rejection of a minority business based on ition should have the reasons documented in writing.
capital, lines of c credit that is ord	vided assistance to an otherwise qualified minority business in need of equipment, loan credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving inarily required. Assisted minority businesses in obtaining the same unit pricing with the rs in order to help minority businesses in establishing credit.
	gotiated joint venture and partnership arrangements with minority businesses in order to unities for minority business participation on a public construction or repair project when
10 - (20 pts) Promeet cash-flow	ovided quick pay agreements and policies to enable minority contractors and suppliers to demands.
Identification of Minexecuted with the of Failure to abide by The undersigned h	if apparent low bidder, will enter into a formal agreement with the firms listed in the nority Business Participation schedule conditional upon scope of contract to be Owner. Substitution of contractors must be in accordance with GS143-128.2(d) this statutory provision will constitute a breach of the contract.  Thereby certifies that he or she has read the terms of the minority business a authorized to bind the bidder to the commitment herein set forth.
Date <u>:</u> 1-9-25	Name of Authorized Officer: RG Kirkpatrick Jr
Date <u>. 1 5 25</u>	
	Signature: President
MINIM	
WHANIE OF	Title: Præsident /
WHANIE BY	
MANIE BY SOL	State of North Carolina, County of Alamance Subscribed and sworn to before me this 9th day of January 2025
MOTARY PACE COUNTY	State of North Carolina, County of Alamance

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

County of
County of
Affidavit of
(Name of Bidder)
In lieu of compliance with the Owner's Minority Business Participation Goals, 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 <u>all</u> <u>elements of the work</u> 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 undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.
bidder to the communerts herein contained.
Date:Name of Authorized Officer:
Signature:
Oignature
SEAL
State of North Carolina, County of
State of North Carolina, County ofday of20
Notary Public
My commission expires