Morris·Berg
ARCHITECTS
1401 WEST MOREHEAD STREET, SUITE 125, CHARLOTTE, NC 28208
(704) 552-5800 FAX (704) 552-7420

Montgomery Central High School
Field House

BID OPENING RESULTS
Single Prime General Construction Contract

BID DATE: December 17, 2020
TIME: 2:00 PM

BIDDER	BAR CONSTRUCTION	HM KERN CORP.	SMITH & ALLEN, LLC	HOSTETTER AND SON	S&S BUILDING & DEVELOP.	HOSS CONTRACTING
LICENSE NO.	7973	8542	78803	76902	61690	77611
MBE DOCS.	y	y	y	y	y	y
BOND INCL.	y	y	y	y	y	y
ADDENDA	y	y	y	y	y	y
PLUMBING SUB.	Plumbing Masters	Dependable Plumbing	Terry's Plumbing	Pride Plumbing	Anderson Electrical & Plumbing	Plumbing Masters
MECHANICAL SUB.	HVAC Solutions	Superior Mechanical	Jordan Heat & Air	Sky HVAC	Garmon Mechanical	Garmon Mechanical
ELECTRICAL SUB	Quick & Sinclair	Quick & Sinclair	Quick & Sinclair	Browning Electric	Anderson Electrical & Plumbing	Hinson Electric
MASONRY SUB.	Wemco Contracting	Winco Masonry	Spinks Masonry	Wemco Contracting	S&S BUILDING & DEVELOP.	Haymack
TOTAL BASE BID	$2,676,300	$2,345,000	$2,796,000	$2,720,000	$2,770,000	$2,608,473
ALT. #1	$187,300	$157,000	$178,200	$207,000	$234,000	$183,400
ALT. #2	$0	$0	$0	$0	$0	$0
ALT. #3	$0	$0	$0	$0	$0	$0
ALT. #4	$0	$0	$0	$0	$0	$0
ALT. #5	$0	$0	$0	$0	$0	$0
ALT. #6	$0	$0	$0	Not Bid	$0	$0
ALT. #7	$0	$0	$0	$0	$0	$0
ALT. #8	$0	$0	$0	$0	$0	$0
Total w/ Alternates	$2,863,600	$2,502,000	$2,974,200	$2,927,000	$3,004,000	$2,791,873

All Alternates are "adds" unless noted as "( )"

I hereby certify that to the best of my knowledge the information included in this bid tabulation is accurate

I hereby certify that to the best of my knowledge the information included in this bid tabulation is accurate and complete.

Alternate #1 - DESCRIPTION	Storage Building	Alternate #5 - DESCRIPTION	LCN Door Closers
Alternate #2 - DESCRIPTION	Schlage Locksets	Alternate #6 - DESCRIPTION	Cabling/Telecom Components
Alternate #3 - DESCRIPTION	Von Duprin Exit Devices	Alternate #7 - DESCRIPTION	System/Access Control Components
Alternate #4 - DESCRIPTION	Schlage Cylinders	Alternate #8 - DESCRIPTION	Intercom Components



Lane Allmon, AIA
Principal, Morris-Berg Architects

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS **(Addendum #1)**

SECTION 004100 - CONTRACT BID FORM

PROJECT: **Field House for Montgomery Central High School** DATE: 12/17/2020

BIDDER: H.M. Kern Corporation

TO: Mr. Bill Mingin, Project Manager
Montgomery County Schools
441 Page Street
Troy, North Carolina 27371

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with Montgomery 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 **Field House for Montgomery Central High School project, *Troy, N.C.*** in full and complete accordance with the Plans, Specifications and Contract Documents, to the full and entire satisfaction of Montgomery County with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

Base Bid: Lump sum price for the entire work, completed in accordance with the Contract Documents:

Two Million Three Hundred and Forty Five Thousand DOLLARS ($ 2,345,000.00)
(Words) (Figure)

The following subcontractors are proposed for this project. The Bidder acknowledges that acceptance of proposed subcontractors for portions of work indicated below is subject to stipulation contained within the General Conditions;

Fire Protection Subcontractor (Name and License Number N/A

Plumbing Subcontractor (Name and License Number) Dependable Plumbing 16001

Mechanical Subcontractor (Name and License Number) Superior Mechanical 12051

Electrical Subcontractor (Name and License Number) Quickel Sinclair 21035

Masonry Subcontractor (Name) WinCo Masonry

ALLOWANCES:

The following allowances (in dollars or quantities) are included in the above Base Bid and are further defined in Specifications DIVISION 1 – GENERAL REQUIREMENTS, Section 012100 "Allowances":

1. Unsuitable soil removal and replacement with onsite fill – 500 cubic yards.
2. Mass Rock removal and replacement with onsite fill – 250 cubic yards.
3. Trench Rock removal and replacement with onsite fill – 250 cubic yards.
4. General Allowance - $100,000.00.

ALTERNATES:

The undersigned further agrees to perform alternative work as described in section 012300 for the sums stated below resulting in additions to or deductions from the base bid stated above. Additions and deductions shall include any modifications of the Work or additional work that may be reasonably included as part of the alternative work. All alternative work is to be completed within the same timeframe as the base bid work. All alternates must be filled out. A zero after any alternate indicates no cost change to include that alternate. No bid after any alternate indicates that your company is not bidding the alternate. The Owner will have **110** days to decide on which alternates will be selected and made part of the original contract or added by change order, and the Contractor agrees to hold all prices for that duration of time after the bid. The undersigned acknowledges that failure to complete all information requested in this section may result in the rejection of this proposal.

Note: Contractor will indicate deductive adjustments by bracketing ( ) the number.

Alternate No. 1: Storage Building - Provide complete price to construct the Storage Building and all associated work including but not limited to electrical. Base Bid shall include grading for building pad seeding the building pad, and utilities to the site, stubbed into the area of the building. See Drawings for additional information

Alternate No. 1 $157,000.00

Alternate No. 2 Provide complete price to furnish and install Schlage Locksets with Primus XP key control system in lieu of other approved manufacturers as specified in Section 087100 "Door Hardware".

Alternate No. 2 N/A No Charge

Alternate No. 3 (Preferred Brand): Provide complete price to furnish and install Von Duprin 98 Series Exit Devices in lieu of other approved manufacturers as specified in Section 087100 "Door Hardware".

Alternate No. 3 N/A No Charge

Alternate No. 4 (Preferred Brand): Provide complete price to furnish and install Schlage Cylinders in lieu of other approved manufacturers as specified in Section 087100 "Door Hardware".

Alternate No. 4 N/A No Charge

Alternate No. 5 (Preferred Brand): Provide complete price to furnish and install LCN 4040XP Series Door Closers in lieu of other approved manufacturers as specified in Section 087100 "Door Hardware".

Alternate No. 5 N/A No Charge

Alternate No. 6 (Preferred Brand): Provide complete price to furnish and install the following components for Structured Cabling/Telecommunications in lieu of other approved manufacturers as specified in Section 271323 "Communications Optical Fiber Backbone Cabling" and Section 271513 "Communications Copper Horizontal Cabling".

- Patch Panels and Cable Jacks: Panduit Netkey.
- Horizontal Cabling: GenSpeed 10,000 Category 6A & GenSpeed 6.
- Backbone Cabling: Panduit FSKP906 Fiber with FLCDSCBUY LC Connectors.

Alternate No. 6 N/A No Charge

Alternate No.7 (Preferred Brand): Provide complete price to furnish and install the following components for Security/Access Control in lieu of other approved manufacturers as specified in Section 281400 "Access Control and Intrusion System" and Section 282313 "Video Surveillance Control and Management Systems".

- Interior Cameras: Hikvision DS-2CD2723G1-IZS.
- Exterior Cameras: Hikvision DS-2CD2743G1-IZS with Corner Mount and 6" Arm Attachment.
- Access Control Headend: Johnson Controls/Tyco, Kantech KT-400 Door Controller.
- Card Readers: ioProx.

Alternate No. 7 N/A No Charge

Alternate No. 8 (Preferred Brand): Provide complete price to furnish and install the following components for Intercom in lieu of other approved manufacturers as specified in Section 275116 "Integrated Electronic Communications and Clock Network".

- Call Switch: Rauland Model 603302.
- Interior Speakers: Rauland BAFKIT1X2S8RJ for ACT installations and Wall Mount ACCWB5 for Rooms with Gyp. Board Ceilings.
- Exterior Speakers: Rauland ACC1412.
- System Expansion: Rauland Telecenter, IP based.

Alternate No. 8 N/A No Charge

UNIT PRICES:

The following unit prices shall be used for adjustments in the contract price at the Owner's discretion. Items and quantities shown on drawings are to be included in the Base Bid and shall be used as the basis for establishing these unit prices. Refer to DIVISION 1 – GENERAL REQUIREMENTS, Section 012200 "Unit Prices".

Item		Price/Unit		Quantity in Base Bid
UP-1	Unsuitable Soil Excavation and Replacement with Suitable Onsite Fill	25.00	per c.y.	500 c.y.
UP-2	Mass Rock Excavation and Replacement with Suitable Onsite Fill	125.00	per c.y.	250 c.y.
UP-3	Trench Rock Excavation and Replacement with Suitable Onsite Fill	175.00	per c.y.	250 c.y.
UP-4	Unsuitable Soil Excavation and Replacement with Offsite fill	50.00	per c.y.	zero
UP-5	Mass Rock Excavation and Replacement with Suitable Offsite Fill	150.00	per c.y.	zero
UP-6	Temporary 6 Foot High Fencing	8	per l.f.	zero
UP-7	Horn/Strobe Device	350.00	per device	indicated on drawings

The undersigned understands that time is of the essence and agrees to the Contract Time and Liquidated Damages as specified herein, in the AIA Document A101 Owner/Contractor Agreement as amended by the Owner and in AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, as amended by the Owner.

Accompanying this proposal are the following items:

- Bid Security in the amount of 5% of the Contract Sum as required by North Carolina General Statue.
- Required MBE Documentation

The undersigned further agrees that this proposal shall be valid for a period of one hundred ten (110) days from the date of receipt of the bids and that if this proposal is accepted by the Owner within this period, the Bidder will execute the Owner/Contractor Agreement form set out in Section 00650 and provide surety bonds as described in the General Conditions of the Contract and meet the requirements of the North Carolina General Statutes.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned further agrees to begin the Work promptly upon receipt of Notice to Proceed and to pursue the Work with an adequate work force to complete the Field House within **two hundred thirteen (213)** consecutive calendar days from the issuance of the written Notice to Proceed.

In accordance to AIA Document A201 General Conditions, the undersigned shall be liable for and pay to the Owner the sum of **$1,000.00** per calendar day as Liquidated Damages and not as a penalty, for each additional calendar day required to achieve Substantial Completion of each phase beyond the time period stated herein.
If notice of acceptance of this bid is given to the undersigned within 10 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form promptly after it has been presented to him for signature. Certificates of Insurance and Performance and Payment Bonds shall be furnished to the Owner at the execution of this Agreement.
Upon request of the Owner, the undersigned bidder agrees to submit evidence in affidavit form of applicable experience, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Submittal will be in the form of AIA DocumentA305 Contractor's Qualification Statement. Bidders qualification information shall be considered privileged and confidential.

The undersigned certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder warrants and represents that Contractor and its Subcontractors comply with the E-Verify System requirements for confirmation of employment status of employees per Article 2 of Chapter 64 of North Carolina General Statutes.

The undersigned acknowledges receipt of the following addenda, which will be considered as part of the Contract Documents:

ADDENDA:

Addendum No. 1 Dated 12/7/20 Addendum No. 3 Dated 12/15/20

Addendum No. 2 Dated 12/10/20 Addendum No. _____ Dated _____

Name of Bidder: H.M. Kern Corporation
Company

By: _____ Jason Kepley
(Signature) (Typed Name)

Title: Vice-President

Address of Bidder: 160 Thatcher Road
Greensboro, NC 27409

Contractor's North Carolina License No: 8542

Attest: Seal (If Corporation)

By: _____

Title: Joshua D. Hyler, Corp. Secretary

H.M. KERN CORPORATION CORPORATE SEAL NC

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

Montgomery County Schools

I, H.M. Kern Corporation,
(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

*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 ($) -0- .

AFFIDAVIT A
LISTING OF THE GOOD FAITH EFFORT
Montgomery County Schools

Affidavit of H.M. Kern Corporation
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- [x] 1 - 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.
- [x] 2 - 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.
- [x] 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- [ ] 4 - 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.
- [x] 5 - Attended prebid meetings scheduled by the public owner.
- [ ] 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- [ ] 7 - 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 - 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 - 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.
- [x] 10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

In accordance with N.C.G.S § 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. 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: December 17, 2020

Name of Authorized Officer: Jason Kepley

Signature: Jason Kepley

Title: Vice-President

EMILY R. KEMP
NOTARY PUBLIC
Forsyth County
North Carolina
SEAL

State of North Carolina, County of Forsyth

Subscribed and sworn to before me this 17th day of December 2020

Notary Public Emily R. Kemp

My commission expires 9/13/2021

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

H.M. Kern Corporation
PO Box 19424
Greensboro, NC 27419

OWNER:
(Name, legal status and address)
Montgomery County Schools
PO Box 427
Troy, NC 27371

SURETY:
(Name, legal status and principal place of business)
Arch Insurance Company
Harborside 3
210 Hudson Street, Ste. 300
Jersey City, NJ 07311

BOND AMOUNT: $ Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Montgomery Central High School's Field House

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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

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User Notes: (1966302255)

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 17th day of December, 2020.

	H.M. Kern Corporation
	(Contractor as Principal) *(Seal)*
(Witness) Joshua D. Hyler, Corporate Secretary	*(Title)* Jason Kepley, Vice-President
	Arch Insurance Company
	(Surety) *(Seal)*
(Witness) Rita Hartsell	*(Title)* Wendy E. Lahm, Attorney-in-Fact

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User Notes: (1966302255)

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Wendy E. Lahm

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: H.M. Kern Corporation

Obligee: Montgomery County Schools

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2017.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails , Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 28, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of December, 2020.

Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES R.ELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102