

# BID BOND

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

**BIDDER (Name and Address):**

AstroTurf Corporation  
2680 Abutment Rd, Dalton, GA 30721

**SURETY (Name, and Address of Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

**OWNER (Name and Address):**

Transylvania County Schools  
225 Rosenwald Lane  
Brevard, North Carolina 28712

**BID**

Bid Due Date: October 10, 2024, 2:00 PM EST  
Description: Rosman High School Football Field and Drainage Improvements, Transylvania County, North Carolina

**BOND**

Bond Number: 0263425  
Date: 10/10/2024  
Penal sum Five percent (5%) of Bid Estimate 5% of bid estimate  
\$ (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. This bond covers one (1) year of warranty.

**BIDDER** AstroTurf Corporation

Berkley Insurance Company

(Seal) Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Joey Alexander

Print Name

Authorized Signer

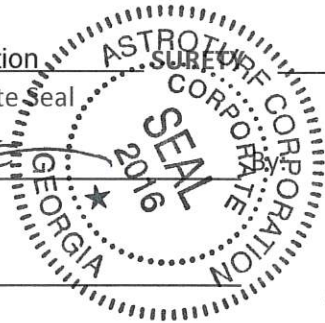
Title

Attest:

Signature

Title

Drew T. Snider  
Authorized Signer



Signature (Attach Power of Attorney)

Dawn Denise Wright

Print Name

Attorney-in-Fact

Title

Signature

Title

John W. Lyman

Sr. Vice President



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum 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:
  - 3.1 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 the 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.





Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

**ARTICLE 1 – BID RECIPIENT**

This Bid is submitted to:

Transylvania County Schools Attention: Kerry Putnam – Director of Facilities  
225 Rosenwald Lane  
Brevard, North Carolina 28712

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 date of 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum 1</u>	<u>9/24/24</u>
<u>Addendum 2</u>	<u>9/24/24</u>
<u>Addendum 3</u>	<u>10/8/24</u>

B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 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.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents 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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 – BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following quantities and unit prices are hereby established for the project. Bidder is advised that the quantities listed below are estimates. Please refer to Section 013000 for each respective pay item.

**LUMP SUM BASE BID**

The lump sum base bid price shall include a synthetic grass surfacing product with tufted turf fabric in accordance with Section 321813, and an allowance of \$20,000.00 for removal of any unknown underground debris encountered during excavation and replacement with suitable backfill material.

Lump Sum Base Bid Price: ONE MILLION EIGHT HUNDRED SIXTY FOUR THOUSAND SIXTY THREE  
dollars

(words)

(\$ 1,864,063.00)

(numbers)

**ALTERNATES, IF ANY:**

The lump sum alternate bid amounts entered below may be considered at the time of contract award at the Owner's discretion. The Owner reserves the right to select any combination of the Base Bid and Alternate Bid Items.

**1. Alternate Bid Item 1 –**

Procurement and installation of one (1) football barrier net as described on Sheet C-101, Note 2.

Alternate Price: FOURTEEN THOUSAND SIXTY THREE  
dollars

(words)

(\$ 14,063.00)

(numbers)

**2. Alternate Bid Item 2 –**

Procurement and installation of two (2) football barrier nets as described on Sheet C-101, Note 2.

Alternate Price: TWENTY SEVEN THOUSAND  
FOUR HUNDRED SIXTY ONE dollars  
 (words)

(\$ 27,461.00)  
 (numbers)

**3. Alternate Bid Item 3 –**

Procurement and installation of a synthetic grass surfacing product with woven turf fabric in accordance with Section 321813, in lieu of tufted turf fabric.

Alternate Price: TWO MILLION EIGHTY SIX THOUSAND  
THREE HUNDRED EIGHTEEN dollars  
 (words)

(\$ 2,086,318.00)  
 (numbers)

**UNIT PRICE BID**

The unit price bid amounts provided below shall be applied for the removal and replacement of unsuitable soil encountered during excavation.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension
1	Undercut and removal of unsuitable soils.	750	CY	\$ 17.00	\$ 12,750.00
2	Replacement of unsuitable soils with select backfill.	750	CY	\$ 32.00	\$ 24,000.00
3	Replacement of unsuitable soils with aggregate base course.	750	CY	\$ 27.00	\$ 20,250.00
4	Installation of TenCate Mirafi HP270 woven geotechnical fabric.	1500	SY	\$ 5.00	\$ 7,500.00
<b>TOTAL</b>					<b>\$ 64,500.00</b>



Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that 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.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security in the form of a certified check, money order, or bid bond
  - B. List of Proposed Subcontractors
  - C. Affidavit of Compliance – North Carolina – E-Verify Statutes
  - D. Proof of North Carolina Contractor License

**ARTICLE 8 – BID SUBMITTAL**

**This Bid Submitted By:**

If Bidder is:

An Individual

Name (typed or printed): N/A

By: N/A (SEAL)  
*(Individual's signature)*

Doing business as: N/A

A Partnership

Partnership Name: N/A (SEAL)

By: N/A  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

A Corporation

Corporation Name: AstroTurf Corporation

State of Incorporation: Georgia  
Type (General Business, Professional, Service, Limited Liability): General Business

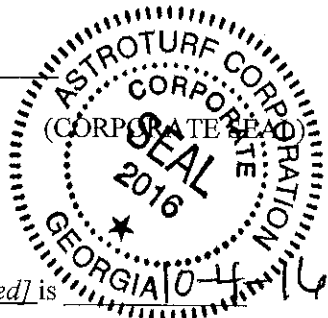
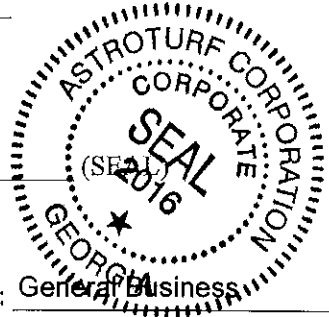
By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Joey Alexander

Title: Southeast General Manager, Authorized signer

Attest DTS  
Drew T. Snider

Date of Authorization to do business in [State Where Project is Located] is 10-4-16



A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: N/A (SEAL)

By: N/A  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

Second Joint Venturer Name: N/A (SEAL)

By: N/A  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 2680 Abutment Rd, Dalton, GA 30721

Phone No. 336-240-3306 Fax No. \_\_\_\_\_

SUBMITTED on October 10th, 2024.

State Contractor License No. 79686.

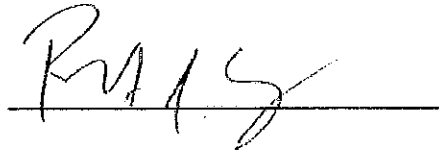
**SECRETARY'S CERTIFICATE REGARDING BOARD OF RESOLUTIONS**  
**Astro Turf •**

TO WHOM IT MAY CONCERN:

The Undersigned hereby certifies that:

1. He is the Secretary of AstroTurf Corporation, a Georgia Corporation (the "Company"), and that as such he has custody of the minutes of the proceedings of the Board of Directors of the Company and is personally familiar with the Company's affairs and records.
2. Attached hereto and marked as Exhibit A is a true and complete copy of a resolution duly adopted by the Board of Directors of the Company. Said resolution has not been amended, altered, or rescinded, and on the date hereof remains valid and binding and is in full force and effect as of the date hereof.

**IN WITNESS WHEREOF**, I have executed this instrument this 1<sup>st</sup> day of July, 2017

  
\_\_\_\_\_

Secretary

**Exhibit A**

Drew Thomas Snider is hereby authorized to sign and otherwise execute and bind the Company with respect to any bid, proposal, or other submission to any entity for the purpose of the Company being awarded a contract to provide synthetic turf or perform any work that the Company is lawfully able to perform in any jurisdiction where the Company is authorized to do business.

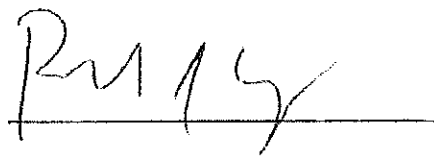
**SECRETARY'S CERTIFICATE REGARDING BOARD OF RESOLUTIONS**  
**Astro Turf®**

TO WHOM IT MAY CONCERN:

The Undersigned hereby certifies that:

1. He is the Secretary of AstroTurf Corporation, a Georgia Corporation (the "Company"), and that as such he has custody of the minutes of the proceedings of the Board of Directors of the Company and is personally familiar with the Company's affairs and records.
2. Attached hereto and marked as Exhibit A is a true and complete copy of a resolution duly adopted by the Board of Directors of the Company. Said resolution has not been amended, altered, or rescinded, and on the date hereof remains valid and binding and is in full force and effect as of the date hereof.

**IN WITNESS WHEREOF**, I have executed this Instrument this 1<sup>st</sup> day of July, 2017

A handwritten signature in black ink, appearing to read 'RM 15', is written over a horizontal line.

Secretary



## **Exhibit A**

Joey Lee Alexander is hereby authorized to sign and otherwise execute and bind the Company with respect to any bid, proposal, or other submission to any entity for the purpose of the Company being awarded a contract to provide synthetic turf or perform any work that the Company is lawfully able to perform in any jurisdiction where the Company is authorized to do business.