

**ARTICLE 1 – BID RECIPIENT**

This Bid is submitted to:

**Alan Justice  
Facilities, Athletic, Transportation Director CDPT  
225 Rosenwald Lane, Brevard, NC 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 60 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>1</u>	<u>2/23/23</u>
<u>2</u>	<u>3/10/23</u>
<u> </u>	<u> </u>
<u> </u>	<u> </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):

**LUMP SUM BASE BID**

Lump Sum Base Bid Price: \_\_\_\_\_

\_\_\_\_\_ **One million six hundred twenty five thousand** \_\_\_\_\_ dollars  
(words)

( \$ 1,625,000.00 )  
(numbers)

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the work will be substantially completed (including chilled water system operational) 10 calendar days prior to the first day of school for students in the 2024/ 2025 school year and completed and ready for final payment in accordance with the Modified General Conditions within 30 calendar days from the date of substantial completion above.
- 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 Time.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to, incorporated herein by reference, and made a condition of this Bid:
  - A. Required Bid security in the form of a certified check, money order, or Bid Bond
  - B. Non-Collusive Affidavit
  - C. Affidavit of Compliance – North Carolina – E-Verify Statutes

**ARTICLE 8 – BID SUBMITTAL**

**8.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

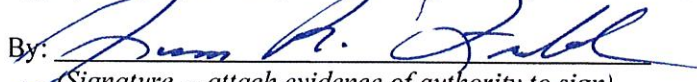
Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Superior Mechanical Services, Inc (SEAL)

State of Incorporation: North Carolina

Type (General Business, Professional, Service, Limited Liability): Service (Mechanical Contractor)

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

Name (typed or printed): James R. Fields

Title: President (CORPORATE SEAL)

Attest  Corp. Sec.

Date of Authorization to do business in North Carolina State Where Project is Located is 10 / 12 / 90.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

*(Signature of second joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(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 607 Industrial Avenue  
Greensboro, NC 27406

Phone No. 336-274-3008 Fax No. 336-274-3065

SUBMITTED on March 14th, 2023.

State Contractor License No. 18629.

EVIDENCE OF AUTHORITY TO SIGN

# BUSINESS CORPORATION ANNUAL REPORT

1/6/2022

NAME OF BUSINESS CORPORATION: SUPERIOR MECHANICAL SERVICES

SECRETARY OF STATE ID NUMBER: 0276713 STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 09/30/22

Filing Office Use Only

Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: \_\_\_\_\_

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY      4. REGISTERED AGENT OFFICE MAILING ADDRESS

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: GENERAL CONTRACTOR

2. PRINCIPAL OFFICE PHONE NUMBER: 336-274-3008      3. PRINCIPAL OFFICE EMAIL: \_\_\_\_\_

4. PRINCIPAL OFFICE STREET ADDRESS      5. PRINCIPAL OFFICE MAILING ADDRESS

607 INDUSTRIAL AVENUE      607 INDUSTRIAL AVENUE

GREENSBORO, NC 27406 GUILFORD      GREENSBORO, NC 27406

6. Select one of the following if applicable. (Optional see instructions)

- The company is a veteran-owned small business
- The company is a service-disabled veteran-owned small business

## SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: JAMES ROBERT FIELDS      NAME: CHARLES T. FIELDS      NAME: \_\_\_\_\_

TITLE: PRESIDENT      TITLE: VICE PRESIDENT      TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_      ADDRESS: \_\_\_\_\_      ADDRESS: \_\_\_\_\_

607 INDUSTRIAL AVE      607 INDUSTRIAL AVE      \_\_\_\_\_

GREENSBORO NC 27406      GREENSBORO NC 27406      \_\_\_\_\_

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

  
SIGNATURE

1/21/2023  
DATE

Form must be signed by an officer listed under Section C of this form.

JAMES ROBERT FIELDS  
Print or Type Name of Officer

PRESIDENT  
Print or Type Title of Officer



Transylvania County Schools  
HVAC PIPING IMPROVEMENTS, PISGAH FOREST ELEMENTARY SCHOOL

Non-Collusive Affidavit  
(Submit with Bid Documents)

State of North Carolina

County of Transylvania

James R. Fields being first duly sworn, deposes and says that:

- (1) He/She is the President ) Owner, Partner, Officer, Representative or Agent) of Superior Mechanical Services, Inc. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid; employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against( Recipient), or any person interested in the proposed Work;
- (4.) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit/.

BY

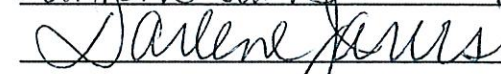


James R. Fields, President

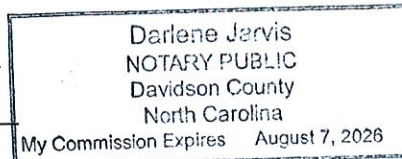
(Title)

Subscribed and sworn to before me

This 14th day of March, 2023

Darlene Jarvis  


My Commission Expires 8/7/26



Transylvania County Schools  
E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

\*\*\*\*\*

I, James R. Fields (the individual attesting below), being duly authorized by and on behalf of Superior Mechanical Services, Inc. (the entity doing business with Transylvania County Schools hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

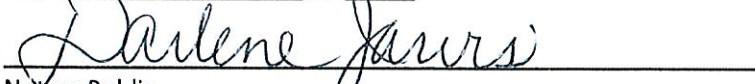
1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
    - a. YES X, or
    - b. NO \_\_\_\_\_
  4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with Watauga County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This 14th day of March, 2023.



Signature of Affiant  
Title: James R. Fields, President

State of North Carolina  
County of Guilford

Signed and sworn to (or affirmed) before me, this the 14th  
day of March, 2023.

  
Notary Public  
Print Name: Darlene Jarvis

My Commission Expires: 8/7/26

(Affix Official/Notarial Seal)

Darlene Jarvis  
NOTARY PUBLIC  
Davidson County  
North Carolina  
My Commission Expires August 7, 2026



# BID BOND

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

BIDDER (Name and Address):

Superior Mechanical Services, Inc.  
607 Industrial Avenue, Greensboro NC 27406

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

RLI Insurance Company  
9025 N. Lindbergh Drive  
Peoria, IL 61615

OWNER (Name and Address): Transylvania County Schools

225 Rosenwald Lane, Brevard, NC 28712

BID

Bid Due Date: **March 14, 2023**

Description (Project Name— Include Location): HVAC PIPING IMPROVEMENTS, PISGAH FOREST  
ELEMENTARY SCHOOL

1160 Ecusta Rd, Brevard, NC 28712

BOND

Bond Number: Bid bond

Date: March 14 2023

Penal sum Five Percent of Bid of Principal

\$ 5%

(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.

**BIDDER**

**SURETY**

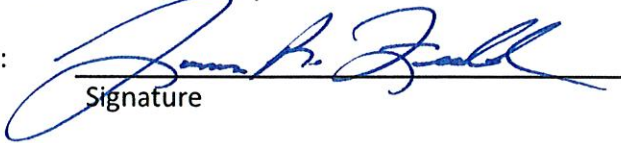
Superior Mechanical Services, Inc. (Seal)

RLI Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

  
Signature

By:

  
Signature (Attach Power of Attorney)

James R. Fields

Print Name

Amy J. Zigler

Print Name

President

Title

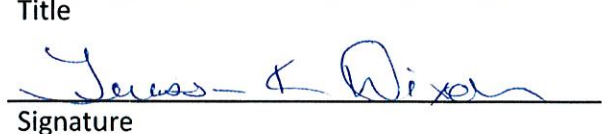
Attorney-in-Fact

Title

Attest:

  
Signature

Attest:

  
Signature

Title official administrator

Title Witness/NC Agent

EJCDC® C-430, Bid Bond

Prepared by the Engineers Joint Contract Documents Committee.

Page 1 of 3

*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.



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Sandi L. Tranbarger, Leann B. Willis, Amy J. Zigler, Brenda F. Joyce, Harvey E. Brown, Jr., Catherine G. Palmer, Deborah B. Gravely, Amy Riffe, Whitney Durepo, Brandi Nyang, Megan M. Plaza, jointly or severally

in the City of Greensboro, State of North Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of March, 2022.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 3rd day of March, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of March, 2023.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary

