



IN ASSOCIATION WITH

MEMORANDUM

TO: ALL BIDDERS

FROM: Miranda Hudson, Brasfield & Gorrie, L.L.C.

DATE: 1/24/2025

RE: City of Raleigh – Civic Campus Phase I - East Civic Tower - ADDENDUM #1

All,
Enclosed in this distribution, please find contents distributed under Addendum #1. Please reference the listing below and all enclosures/attachments.

- The bid date and time have been revised to February 6, 2025 at 2PM
- The bid opening and pre-bid meeting location has been revised to:
One Exchange Plaza
1 Exchange Plaza
Room 809
Raleigh, NC 27601

Attachments:

- 01a – Invitation to Bid
- 01b – Instructions to Bidders Revision 01
- 03 – BIM FORM – Part 1

CITY OF RALEIGH – EAST CIVIC TOWER

Invitation to Bid

FOR PREQUALIFIED SUBCONTRACTORS
ON THE NEW

City of Raleigh – Civic Campus Phase I Project

Brasfield & Gorrie | Holt Brothers Construction (the CMAR) is requesting bids from prequalified subcontractors and vendors on the Construction Bid Packages in accordance with the “Instruction to Bidders”. This solicitation is for the new construction of the City of Raleigh – Civic Campus Phase I Project located at 200 West Hargett Street in Raleigh, North Carolina.

Sealed proposals will be received by the CMAR **on February 6 at 2pm in One Exchange Plaza – 1 Exchange Plaza, Raleigh, NC 27601 Room 809.** ~~a location to be determined at a later date and time.~~

These bids will be immediately publicly opened and read for the furnishing of labor, materials & equipment for the construction of the East Civic Tower.

The East Civic Tower project consists of a 360,000 SF, 17 story office and public service tower atop one level of below grade service basement. The building is a structural concrete frame with a mix of precast, curtainwall and punched openings on the exterior. There are exterior terraces on levels 2, 3 and 4. The interior is fully built-out except for four shell floors in the office tower. The first three floors are public service including a new council chamber and will receive upgraded finishes and lighting. Potential bid packages are as listed below, subject to change.

12A Window Treatments

Pre-Bid Conferences

A Pre-Bid conference will be held **on January 23, 2024 at 2pm at One Exchange Plaza 1 Exchange Plaza, Raleigh, NC 27601** ~~at a date and time to be released in a forthcoming addendum.~~

Minutes will be provided to all PREQUALIFIED BIDDERS and ATTENDEES of the meeting.

The meeting will address project specific questions, issues, bidding procedures, bid forms, and established bid alternates.

The meeting is also to identify preferred brand alternates and their performance standards that the owner will consider for approval on this project. In accordance with General Statute GS 133- 3, Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.

Revised 01/21/2025



CITY OF RALEIGH – EAST CIVIC TOWER

Contract Documents

Complete plans, specifications and contract documents will be open for inspection in the offices of:

Brasfield & Gorrie
3800 Glenwood Avenue, Suite 300
Raleigh, NC 27612

Interested parties may secure project bid documents electronically by contacting:

Ms. Amanda Brennan
Brasfield & Gorrie
(919) 877-5924 abrennan@brasfieldgorrie.com

BIDS WILL BE ACCEPTED FROM PREQUALIFIED BIDDERS ONLY.

Bidders may request and receive upon request the partial set of documents needed for the particular scope(s) that they intend to bid. However, all Bidders are responsible for reviewing all Contract Documents which are available electronically, at the locations noted above, or for purchase. Bids shall be based upon and reference complete Contract Documents. Bids referencing partial documents or with clarifications shall be considered non-responsive.

All bidders are responsible for visiting and reviewing the Project Site and fully reflecting all conditions thereon. The site and existing building(s) may be accessed only at scheduled times, with City personnel present to conduct the building visits.

Proposals will be received through the formal bid process on this project. See Section List of Bid Packages and Bid Opening Schedule.

Instructions to Bidders

Formal Bid Process

Sealed Bids must be hand delivered to Brasfield & Gorrie on February 6 at 2pm in One Exchange Plaza – 1 Exchange Plaza, Raleigh, NC 27601 Room 809. ~~a location to be determined at a later date~~ or mailed to Brasfield & Gorrie's Raleigh office for receipt on date prior to bid date. ALL BIDS MUST BE DELIVERED BY ~~1:00 PM~~ 2:00 PM. Bids will be then opened and read aloud. Bidders are strongly encouraged to solicit and secure bids from MWBE (Minority and Women-Owned Business Enterprise). All bid forms must be submitted in the sealed envelope labeled for each bid package. Combined bids should be submitted in a separate, sealed envelopes.

Bids should be in a sealed envelope and plainly marked on the outside with the following information:

BID FOR: City of Raleigh – Civic Campus Phase I Project

Name of Bidder

License Number of the Bidder

Bid Package # _____

Bid Package Name

Bid Security

Each Proposal must be held binding and may not be withdrawn for sixty (60) calendar days.

All bonds executed in connection with the project must be executed by an Attorney-in-Fact in the project state on behalf of a Surety Company licensed to do business in the project state.

Bid security in the amount of five percent (5%) of the maximum amount of the potential Subcontract award must accompany each Proposal in the form of a certified check or a bid bond made payable unconditionally to the **City of Raleigh**. The successful Bidder's security will be retained until the firm has signed the Subcontract Agreement and furnished all documentation required to be submitted with the executed Subcontract Agreement, which must be done within ten (10) days of a Notice of Acceptance. If the Bidder offered the Subcontract refuses to enter into the Subcontract Agreement, the Contractor may execute the bid security as liquidated damages but not as a penalty.

Bid bonds are to be placed in an envelop SEPARATE from bid forms. These will be opened prior to bid forms to determine if bidder qualifies. If bidder does not have proper bid bond and associated forms filled out and in SEPARATE envelope, they will not qualify to bid.

The required bid security will be returned to all Bidders as soon as possible.

Withdrawal or Modification of Bids:

Bids may be withdrawn upon written request received from the Bidder prior to the time fixed for bid opening. Any Bidder who withdraws a bid may not resubmit a bid for this project. Modifications in writing, by fax, or by electronic transmission will be considered when received prior to the time set for the bid opening. Bids may not be withdrawn or modified after the bid opening except where identification of the apparent low Bidder has been delayed for more than sixty (60) days.

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Requests for Information / Addenda:

Representatives of the Project team will be available to answer questions. All questions in reference to this project must be submitted electronically to Miranda Hudson at mhudson@brasfieldgorrie.com in the form of an RFI, no later than **2:00 PM on January 24, 2025**. Any interpretations or corrections to proposed Contract Documents arising from the Pre-Bid Conference or RFIs will be made by Addendum only and distributed by no less than seven (7) calendar days before the bid opening. Directions received from other parties and not confirmed via Addenda shall not be considered. Such Addenda issued during the bidding period shall be acknowledged on the Proposal Form and shall be included in the Contract at the time of award.

All addenda issued shall take precedence over the portions of the proposed Contract Documents concerned.

Substitutions

The attention of potential Bidders and other interested parties is called to the requirements and conditions set forth in the Specifications regarding product options and prior approval for any and all substitutions. Any approved substitution shall be announced via Addenda.

Schedule

The attention of the Bidder is directed to “**Project Milestone Schedule**”, “**Project Logistics Plans**”, and sequencing included in the Contract Documents. The subcontractor will be required to participate in schedule reviews and compliance with all schedule requirements in the Contract. The successful bidder shall be prepared to show evidence of their firm’s capability to perform the work with adequate supervision, manpower, materials and equipment.

Form of Contract

The successful Bidder is required to execute an Agreement between the Construction Manager and Subcontractor in accordance with the Project Special Conditions and General Summary of Work, pertinent scope sheets, “Sample Subcontract Agreement”, MBE Requirements, and Exhibits ‘A’ through ‘L’ subcontract forms included as part of the Contract Documents.

After Brasfield & Gorrie has received approval from the Owner, the Bidder shall be notified that he has been successful. At that time, the Bidder shall obtain the bonds referenced in the Contract Documents, if required, in the form provided, and the appropriate insurance certificates and execute the contract. Failure to execute the Contract and submit acceptable bonds, if required; and insurance certificate within seven (7) calendar days after Notice of Award may be considered default under the obligation of the bid security. Failure or refusal to furnish bonds, if required, and insurance policies or certificates, schedules of values or other documents in a form satisfactory to the Construction Manager will not be considered an allowable cause for delay.

Performance and Payments Bonds

Subcontractors will be enrolled in the Brasfield & Gorrie Subcontract Default Insurance program at no cost to the subcontractor. If a subcontractor with a scope of work exceeding \$350,000 in value is not accepted in to the SDI program, they will be required to furnish a performance and payment bond. Therefore, all subcontractors submitting bids must be capable of furnishing a performance and payment bond for the full amount of subcontract value. If the cost of furnishing the performance and payment bond exceeds 1.4% of the subcontract amount, the additional cost will be reimbursed by the subcontractor to the CM, and as such, should be included

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in this bid. **See and use Payment Bond Form and Performance Bond Form, in the bid manual. All bond providers must be licensed to provide services in North Carolina.**

Sales Tax:

Sales tax is to be included. Under State Sales and Use Regulations, certain Hospitals, Educational, Charitable or Religious Institutions are eligible for refunds of Sales and Use Taxes, relating to building materials, supplies, fixtures and equipment purchased by Subcontractors in the performance of Subcontracts with these institutions. Refunds due such institutions are to only include sales and use taxes paid on purchases of building materials, supplies, fixtures and equipment which annex to or become a part of buildings or other structures being erected by the Subcontractors. Examples of other property on which sales or use tax should be paid by the Subcontractor and which should not be included for refund include scaffolding, forms of concrete, fuel for the operation of machinery and equipment, equipment purchases, equipment repair parts, equipment rentals, blueprints, etc.

Collaborative File Sharing

Submittals: Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal. **THE COST OF THIS PROGRAM WILL BE SHARED WITH THE ENTIRE PROJECT TEAM. Each subcontractor should include an amount equal to 0.05% of their bid** which will be aggregated and used to purchase the project licenses.

Electronic Plans: This project intends to utilize Procore as the electronic documents sharing platform. All project management and field supervisory staff shall have a tablet to use for this purpose.

Project Billing Platform

This project will utilize Textura for processing progress payments. The use of this software will streamline the payapp process and facilitate faster and more accurate submittal, review, approval and payment to subcontractors. All bidders are to include fees for Textura as follows, based on their bid value:

Bid Amount		Fee
\$0	- \$2,272,727	0.22% of bid
Above \$2,272,727		\$5,000

Acceptance or Rejection of Bid Proposals

The Owner, Construction Manager, and Architect reserve the right to reject any and all bid proposals and to waive any informalities and irregularities in the bid proposals and the bidding process.

If awarded, the Subcontract will normally be awarded to the Bidder who has proposed the lowest contract sum, and is the most responsible responsive bidder. However, the Owner, Construction Manager, and Architect reserve the right to award a Contract to the Bidder considered best qualified for the work and may therefore select a Bidder who has proposed other than the lowest Contract Sum. The Construction Manager may make such investigations, as they deem necessary, to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Construction Manager all such information and data for this purpose. The Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Construction Manager that such Bidder is properly qualified to carry out the

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obligations of the Subcontract. Unit Prices and Alternates are to be responsive. Non-responsive unit prices or alternate pricing will be evaluated in determining if any overall bid is non-responsive.

It is the intent of the Owner and CM to evaluate and award the work package(s) on the basis of “Base Bid” for each bid package. Alternates may be used to determine the low bid amount. The Owner and CM may elect to exercise the right to accept any or all of the Alternates listed in the Bid Manual and Proposal Form for the various bid packages. The alternates as listed will remain open for the duration of the bid proposal. Additive alternates may be used in determining award. Any utilization of additive alternates is to be for determination only of work value if subsequently accepted and incorporated. However, the Owner, Construction Manager, and Architect also may reject any of the alternates set forth in the proposed Contract Documents.

*****The Construction Manager and Owner reserve the right to reject any or all bids and to waive any irregularities in bidding. *****

Bid Proposal Forms

CITY OF RALEIGH – CIVIC CAMPUS PHASE I PROJECT

BID PACKAGE # AND TITLE: _____

BID PROPOSAL OF: _____
(Hereinafter call “BIDDER”) (Name of Firm)

A(N) _____ organized and existing under the laws of the State of _____
(Corporation, Partnership or Individual)

BIDDER’S North Carolina STATE LICENSE NUMBER: _____

ADDRESSED TO: Brasfield & Gorrie, LLC
Attention: Brian Kinlaw

and bids received at: ~~To Be Determined in later addendum~~
One Exchange Plaza
1 Exchange Plaza
Raleigh, NC 27601
Room 809
Mobile: (919) 302-2387

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Brasfield & Gorrie, LLC and the Bid Manual prepared by Brasfield & Gorrie, LLC, Construction Manager dated **December 18, 2023** and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the City of Raleigh’s MWBE Policy, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal:

- 1) Acknowledgement of MWBE policy
- 2) Identification of MWBE Participation
- 3) Either:
 - A) Affidavit A Listing of Good Faith Efforts and Completed Solicitation Form OR
 - B) Affidavit B Intent to Perform Contract with Own Workforce (100%)

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within sixty (60) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, the Scopes of Work defined in Bid Tab 02 – Bid Packages, and including work that might be considered a part of this trade’s standard scope of work - but is not specifically indicated herein. The bidder further agrees to, within seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No. 1 Dated: 1/21/2025

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, Addenda, and Bid Manual. Pricing is to be provided as follows:

Lump Sum:

_____ Dollars,
 (\$_____).

ALTERNATES

All alternates must be completed with words and a dollar figure. If the base bid is not changed by the acceptance of the alternate, the words “Zero” or “No Change” is acceptable. The use of the notation “NA” or “Not

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Applicable” is NOT to acceptable. Provide a response for each alternate. Descriptions of Alternates can be found in the Project Manual.

~~**ALTERNATE NO. 1 – Argon Filled Insulated Glazing**~~~~Adjust base bid by **Adding / Deducting:**~~~~_____, Dollars (\$ _____)~~~~**ALTERNATE NO. 2 – 5/16” Glazing**~~~~Adjust base bid by **Adding / Deducting:**~~~~_____, Dollars (\$ _____)~~**ALTERNATE NO. 3 – Additional IT Entry Point**Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 4 – Window ShadesAdjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 5 – RTN Studio EquipmentAdjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 6 – Polished Finish for Precast Concrete**~~~~Adjust base bid by **Adding / Deducting:**~~~~_____, Dollars (\$ _____)~~**ALTERNATE NO. 7 – Mockup Testing**Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 8 – Mid Iron Glass**~~~~Adjust base bid by **Adding / Deducting:**~~~~_____, Dollars (\$ _____)~~

ALTERNATE NO. 9 – Acoustical Panel as Wood Ceiling Level One
Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 10 – Acoustical Panel as Wood Ceiling Level Two
Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 11 – Acoustical Panel as Wood Ceiling Level Two
Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 12** – Flatten Precast~~
Adjust base bid by ~~**Adding / Deducting:**~~

_____, Dollars (\$ _____)

ALTERNATE NO. 13 – Café Millwork
Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 14 – Glass Riser
Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 15** – Unclassified Excavation~~
Adjust base bid by ~~**Adding / Deducting:**~~

_____, Dollars (\$ _____)

ALTERNATE NO. 16 – Deduct for Mockups Indicated on A-395
Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 17** – Factory Glaze Precast In Lieu Of Glazing In Field~~
Adjust base bid by ~~**Adding / Deducting:**~~

_____, Dollars (\$ _____)

ALTERNATE NO. 18 — Façade Trench Drain

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 19 – Build out of an additional floor (Level 12) to match Level 9

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 20 – Acoustical Panel back Option 1 at wood grill wall panels WD-06

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 21 – Acoustical Panel back Option 2 at wood grill wall panels WD-06

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 22** — Deduct alternate for Bid Package 08B — Podium Glass & Glazing to combine with Bid Package 08C — Tower Glass & Glazing.~~

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 23** — Deduct alternate for Bid Package 23A — HVAC to combine with Bid Package 22A — Plumbing.~~

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 24** — Add alternate for Bid Package 23A — HVAC for FMCS (controls) and systems integration requirements as described in the division 25 specifications.~~

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

~~**ALTERNATE NO. 25** — Add alternate for Bid Package 23A — HVAC for enterprise development scope of work as described in the division 25 specifications.~~

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 26 — ~~Add alternate for Bid Package 03A — Concrete to provide a rubbed finish on all exposed columns in the podium.~~

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 27 — ~~Add alternate for Bid Package 03A — Concrete to provide a rubbed finish on all exposed columns in the tower.~~

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 28 – Sound Masking on Level 1

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 29 – Provide WD-01A and any associated edge trims as detailed on levels 3-11

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

ALTERNATE NO. 30 – Provide WD-06 and any associated edge trims as detailed on levels 4-11

Adjust base bid by **Adding / Deducting:**

_____, Dollars (\$ _____)

All North Carolina State Sales and Use Taxes or Local Sales and Use Taxes are included in the above Base Bid and Alternates (including taxes on purchased or rental of tools and equipment). Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal

UNIT PRICES AND ALLOWANCES

Unit Prices shall govern changes in the work, whether they are additions or deductions to the Subcontract Amount required during the course of the work. Unit Prices shall be total costs including the Subcontractor's labor burden, overhead, profit, taxes, insurance, bond, and delivery (F.O.B. jobsite) and all other costs for a complete and proper installation. Unit pricing to remain the same for the duration of the project.

Item No.	Description	Add	Deduct	U.O.M.

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IN ASSOCIATION WITH

1.	TBD	\$ _____	\$ _____	EA

SCHEDULE

Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual, and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work, that he/she is competing in his/her own interest and on his/her own behalf, without connection or obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from the makes this proposal. The undersigned understands that the Construction Manager, Owner, and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE

(Owner, President, or Authorized Agent if Corporation)

NAME & TITLE

(Print)

ATTEST (if Corporation)

(Name)

(Title)



AFFIX CORPORATE SEAL HERE

Check One: ____ Individual ____ Partnership ____ Corporation

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as principal, and
_____, as surety, who is duly
licensed to act as surety in North Carolina, are held and firmly bound unto City of Raleigh
through _____ as obligee,
in the penal sum of _____ DOLLARS, lawful money of the
United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____ 20

WHEREAS, the said principal is herewith submitting proposal for and the principal
desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall execute
the contract and give bond for the faithful performance thereof within ten days after the
award of same to the principal, then this obligation shall be null and void; but if the principal
fails to so execute such contract and give performance bond as required by G.S. 143-129,
the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first
paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-
129.1.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)