

RESOLUTE

RESOLUTE Building Company
P.O. Box 3656
Chapel Hill, NC 27515
(919) 933-1000
(919) 493-1000
Fax (919) 493-3333

November 18, 2019

Robert Sotolongo
DTW Architects
229 North Gregson Street
Durham, NC 27701

Re: Committed pricing and terms for the Durham Administration Project Phases 1 & 2

Mr. Sotolongo:

Resolute Building Company is committed to an \$8,410,000 price for the completion of Phases 1 and 2 of the Durham Administration Renovation Project Work as defined in the Construction Documents. Resolute will hold this price through December 9th, 2019, at which time Durham County and Resolute will execute a construction contract or a binding letter of intent to contract for the Project. Although Resolute's bid bond expires on 11/20/19, Resolute agrees to retain the bid bond for the value of \$8,410,000 in force and effect through this time as well.

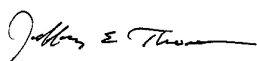
Upon completion of contract negotiations, Resolute and Durham County will mutually agree upon a Notice to Proceed date that will begin the Project duration according to the Project specification.

Resolute also understands: a) that its contract with Durham County will not include the scope and pricing to complete project Phases 3, 4 and 5; b) that Durham County intends to explore funding for phases 3, 4, and 5 during the fiscal year 2020-21 capital project budget process; and c) should the project be funded, to allow Resolute and its team to work with Durham County to solidify scope and pricing for a change order to the Contract so as to allow the continuation of the Work after the completion of the Base Contract Work.

On behalf of Resolute Building Company, I look forward to working with you and Durham County to deliver an efficient, successful project.

Please do not hesitate to call or write me should you have any questions.

Sincerely,



Jeffrey E. Thompson
Project Manager

cc: Resolute Project File 1906; Alyssa Somers, Project Assistant

Administration 1 Construction Funding

	Full Program	Phase 1 and 2 Only
Prior Funding (County Contrib.):	\$ 1,131,744	\$ 1,131,744
Planned '18-'19 LOB Funding:	\$ 7,280,975	\$ 7,280,975
Original Budget:	\$ 8,412,719	\$ 8,412,719
Design Expense:	\$ 893,427	\$ 893,427
IFB 20-001R1 Bid (Base Bid):	\$ 10,970,300	\$ 8,410,000
IFB 20-001R1 Bid (Alternates):		
Other Expenses:	\$ 1,943,502	\$ 1,619,049
Total Expense:	\$ 13,807,229	\$ 10,922,476
Additional Funding Required:	\$ 5,394,510	\$ 2,509,757

REVISED BID FORM

GENERAL CONSTRUCTION CONTRACT

PROPOSAL

TO THE

COUNTY OF DURHAM

DURHAM, NORTH CAROLINA

RENOVATIONS OF

DURHAM COUNTY ADMINISTRATION I BUILDING

DURHAM, NORTH CAROLINA

IFB NO. 20-001R1

BID FROM: RESOLUTE Building Company
Single Prime General Construction
August 20, 2019

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
- b) The Owner has the right to reject this bid;
- c) Accompanying this proposal is a certified check (or bid bond) for \$_____, which represents not less than five (5) percent of the aggregate amount of the proposal. Said check, or the full amount of the bond, shall become the property of County and be retained by the County in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with the County and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100% of the contract within fifteen (15) days after Notice of Award;
- d) BIDDER will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner's Notice of Award;
- e) BIDDER has examined copies of all the Bidding Documents.
- f) BIDDER has visited the site and become familiar with the general and local site conditions;
- g) BIDDER is familiar with federal, state, and local laws and regulations;
- h) **BIDDER certifies that no federal excise or refundable North Carolina sales taxes have been included in this bid;**
- i) 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 additional examinations, investigations, tests, studies and data with the Bidding Documents;

- j) BIDDER certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of the County of Durham will be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;
- k) BIDDER acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No: 1 Dated: 8/13/2019
 No: _____ Dated: _____
 No: _____ Dated: _____
 No: _____ Dated: _____

Dated in _____ this 20th day of August 2019.

3. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

SINGLE PRIME CONTRACT:

Base Bid Lump-Sum Price

\$ 10,970,300

In words, Ten million nine hundred and seventy thousand three hundred

UNIT PRICES: Unit prices are gross, inclusive of all adjustments, profit or overhead.

ITEM	(Detailed Descriptions in Section 012000)	PRICE	UNIT
01	Access Door 18x18, ceiling mounted, UL 1 hr. gypsum edge, In place.	<u>\$ 59</u>	EA
02	Trench Rock – Hand Excavated including off-site fill, compacted, in place, and including removal of debris off site and all transportation cost.	<u>\$ 240</u>	CY
03	Trench Rock – Backhoe Excavated including off-site fill, compacted, in place, and including removal of debris off site and all transportation cost.	<u>\$ 120</u>	CY
04	Soil Undercut including off-site ABC material replacement, compacted in place, and including removal of debris off site and all transportation cost.	<u>\$ 55</u>	CY
05	Soil Undercut including off-site #57 washed stone, compacted in place, and including removal of debris off site and all transportation cost.	<u>\$ 55</u>	CY

Unit prices to be used for computation of authorized added or omitted work.

ALTERNATES: The undersigned proposes to perform alternates for stated resulting additions to or deductions from the Base Bid. Additions and deductions shall include any modifications of work or additional work that undersigned may be required to perform by reason of the acceptance of any alternate.

Alternate Bid G-1A: Adjust Base Bid by ADDING for AV equipment for Conference Room G39. Alternate price to include all AV hardware and installation as shown on the AV drawings and specifications. The electrical rough-ins shown on the drawings are part of the base.

Total Sixty two thousand Dollars (\$ 62,000 ~~122,888~~) BA

Alternate Bid G-1B: Adjust Base Bid by ADDING for AV equipment for Training Room G06 and Conference Room G11. Alternate price to include all AV hardware and installation as shown on the AV drawings and specifications. The electrical rough-ins shown on the drawings are part of the base.

Total Sixty two thousand Dollars (\$ 62,000 ^{BA} ~~73,000~~)

Alternate Bid G-2: Adjust Base Bid by ADDING for replacing branch water copper piping / see Plumbing Drawings.

Total Eighty five thousand eight five dollars Dollars (\$ 85,085)

Alternate Bid G-3: Adjust Base Bid by ADDING for replacing existing emergency generator with generator of same size. See Drawings and Specifications.

Total four hundred and fifty six thousand seven hundred Dollars (\$ 456,700)

Alternate Bid G-4: Adjust Base Bid by ADDING for replacing all existing doors and hardware. See Drawing Sheet A27A for doors to be replaced. See Section 012100 - Allowances for hardware allowance.

Total Two hundred and three thousand sixty eight Dollars (\$ 203,670)

Alternate Bid G-5: Adjust Base Bid by ADDING for changing HM frames to aluminum / changing HM frames to aluminum credit painting / see Specification Section 084000. See Drawing Sheets A27B and A28A.

Total Two hundred and eleven thousand seven hundred and Dollars (\$ 211,740)

Alternate Bid G-6: Adjust Base Bid by ADDING for the cost of materials, labor, overhead and profit to add primary power wiring per Electrical Drawings and Specifications.

Total Fifty thousand four hundred and eighty Dollars (\$ 40,480)

Pursuant to N.C.G.S. 143-128(d), all bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

(1)	Heating, ventilating, and air conditioning:	<u>Botten Mechanical</u> ^{BA} Garfield Mechanical	→	Lic.# <u>22834</u> <u>24751</u> ^{BA}
(2)	Plumbing	<u>Paul Adrian</u>	→	Lic.# <u>22925</u>
(3)	Electrical	<u>JC Electric</u>	→	Lic.# <u>117262</u>
(4)	General			Lic.#
				Lic.#
				Lic.#

A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and the County.

4. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
5. The following documents are attached to and made a condition of the Bid:
(a) Required Bid security in the form of Bid Bond _____;
6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of \$500.00 per day.

Contract completion time for all work on this project is **498 calendar days** or **30** days from substantial completion, which is ever first. Bidders shall note the **498** calendar day time limit for the substantial completion of such work as may be contracted for as follows: Durham County Administration Building Renovations located at 200 East Main Street, Durham, North Carolina.

SUBMITTED ON August 20, 2019.

SIGNATURE OF BIDDER:

North Carolina Contractor's License Number 14397

If an Individual: _____, doing business
as: _____

If a Partnership: _____

by: _____, partner

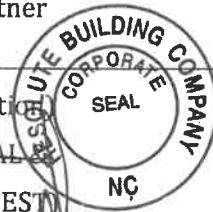
If a Corporation: _____

(a) RESOLUTE Building Company Corporation

by: [Signature]

Title: David F. Anna
Chairman

ATTEST



Business Address of Bidder: 211 Cloister Court, Chapel Hill, NC 27514

Kim Vrana-President

If Bidder is a joint venture, other party must sign below.

North Carolina Contractor's License Number _____

If an Individual: _____

Doing business as: _____

If a Partnership: _____

by: _____

Title: _____

If a Corporation: _____

(a _____ Corporation)

by: _____ (SEAL &

Title: _____ ATTEST)

We have the following necessary and suitable equipment in good condition and ready for use on this work.

Further Agreements:

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of RESOLUTE Building Company
(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")

- ☒ 1-Contacted minority businesses that reasonably could have 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.
- ☒ 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.
- ☒ 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 business.
- ☒ 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.
- ☒ 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 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: August 20, 2019 Name of Authorized Officer: David F. Anna

Signature: [Signature]

Title: Chairman

State of North Carolina, County of Durham

Subscribed and sworn to before me this 20th day of August 2019

Notary Public Bridgette LeFridge-Torian
My commission expires October 6, 2022



ATTACH TO BID - IF YOU MEET THE M/WBE GOAL
State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of **RESOLUTE Building Company** I do hereby certify that on the
 (Name of Bidder)

Durham County Administration I Building Renovations
 (Project Name)

Project ID No. **IFB NO. 20-001R1** Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

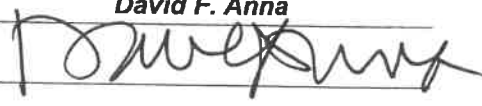
Name and Phone Number	*Minority Category	Work Description	Dollar Value	Percentage of Goal

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

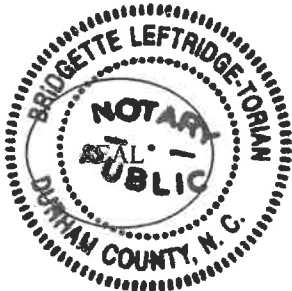
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

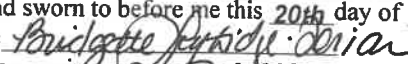
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: **August 20, 2019** Name of Authorized Officer: **David F. Anna**

Signature: 

Title: **Chairman**



State of North Carolina, County of **Durham**
 Subscribed and sworn to before me this **20th** day of **August** 20 **19**
 Notary Public 
 My commission expires **October 6, 2022**

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes

I, David F. Anna (hereinafter the "Affiant"), being duly authorized by and on behalf of RESOLUTE Building Company (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor 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 Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. Yes ☒
 - b. No ☐
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This 20th day of August, 2019.

David F. Anna
Signature of Affiant

Print or Type Name: David F. Anna

State of North Carolina

County of Durham

Signed and sworn to (or affirmed) before me, this the 20th
day of August, 2019.

My Commission Expires:

October 6, 2022

Bridgette Leftridge-Toran
Notary Public

(Affix Official/Notarial Seal)



NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

David F. Anna, being first duly sworn, deposes and says that:

1. He/She is the Chairman of RESOLUTE Building Company, 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;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has 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 contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Durham County Administration I Building Renovations
IFB NO. 20-001R1

TITLE

Subscribed and sworn before me,
this 20th day of August 2019.

Notary Public
My Commission Expires

Bridgette Leftridge-Torian
October 6, 2022





Vendor Application

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE

(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: RESOLUTE Building Company
- Do you require a 1099? Yes ☐ No ☒
2. Mailing address for payments: P.O. Box 3656
Chapel Hill, NC 27515
3. Mailing address for purchase orders, proposals and bids: P.O. Box 3656
Chapel Hill, NC 27515
4. Contact Person Ryan Plankenhorn Phone #: 919-933-1000
Fax #: 919-493-3333
5. In what City and State is your firm licensed? Chapel Hill, NC
If licensed in NC, indicate County (for tax purposes) Orange
6. Indicate your firm's organizational type:
Individual ☐ Partnership ☐ Corporation ☒ Governmental Agency ☐ Other ☐
7. Is your firm a large business? Yes ☐ No ☒ 8. Is your firm a small business? Yes ☒ No ☐
9. Is your firm 51 percent or more owned and operated by a woman? Yes ☐ No ☒
If yes, with what governmental agencies are you certified? _____
10. Is your firm 51 percent or more owned and operated by a minority? Yes ☐ No ☒
If yes, with what governmental agencies are you certified? _____
- Identify appropriate minority group:
Black American ☐ Native American ☐ Hispanic ☐ Asian/Pacific ☐ Asian Indian ☐
11. Is your firm incorporated? Yes ☒ No ☐
12. Is your firm a not-for-profit concern? Yes ☐ No ☒
13. Is your firm a handicapped business concern? Yes ☐ No ☒
14. Give a brief description of goods or services your firm provides:
General Contractor

Signature: David F. AnnaTitle: ChairmanPrint name: David F. AnnaDate: August 20, 2019

If you have any questions concerning this form, call Durham County Purchasing Division - (919) 560-0051.

Return to: County of Durham Purchasing Division or Fax to: 919-560-0057
200 E Main St., 4th Floor, Durham, NC 27701

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Resolute Building Company

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ♦
☐ Other (see instructions) ♦

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

211 Cloister Court

City, state, and ZIP code

Chapel Hill, NC 27514

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

56 1340081

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ♦

Tommy...
Chairman

Date ♦

August 20, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Resolute Building Company
211 Cloister Court
Chapel Hill, NC 27514

OWNER:*(Name, legal status and address)*

Durham County
200 E Main Street
Durham, NC 27701

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Mailing Address for Notices

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.

BOND AMOUNT: 5% Five Percent of Amount Bid**PROJECT:***(Name, location or address, and Project number, if any)*

Durham County Administration I Building Renovations

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 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 20th day of August, 2019.

(Witness) David Lent-Bews, Vice President
Kim Vrana, President

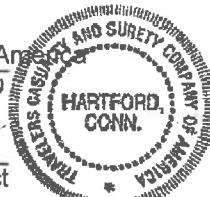
(Witness) Abbie L. Meyerhoeffer

Resolute Building Company
(Principal)

By: David F. Anna
(Title) David F. Anna, Chairman

Travelers Casualty and Surety Company of America
(Surety)

By: Michelle A. Adams
(Title) Michelle A. Adams, Attorney-in-Fact



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Michelle A. Adams of **Raleigh, NC**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Resolute Building Company
Obligee: Durham County

Project Description: Durham County Administration I Building Renovations

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May**, 2019.



State of Connecticut

By: _____

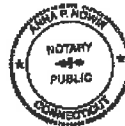
Robert L. Raney
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of August, 2019.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.