

PROPOSAL SUBMITTED BY

Morris Mechanical Inc

ADDRESS

PO Box 1215 109 White Pine Dr.Dallas, NC 28034

TELEPHONE NO.

(704) 922-9727

LICENSE NO.

11047

TO:

Dee Jetton

HFFA

11725 Verhoeff Drive

Huntersville, NC 28209

The Undersigned, having examined, compared, and familiarized him/herself with the Instructions to Bidders, the Supplementary Instructions to Bidders, and the Contract Documents as prepared by **Caveo Consulting Engineers** and having examined the site of the work and familiarized him/herself with all conditions and requirements pertaining thereto, hereby proposes to furnish all material, labor, equipment, services, and transportation necessary to complete the work in accordance with the Contract Documents for the Project entitled:

HFFA

Natatorium HVAC Replacement Project

for the sum of:

BASE BID: GENERAL CONTRACT – (Do **NOT** include taxes) (\$662,965.00).

NOTE: The award of the Contract will be based on the lowest bona fide Base Bid Amount and any accepted Alternates **excluding** taxes. Only specified items are to be included in the base bid. Voluntary alternates and voluntary value engineering items are **not** to be included in the base bid nor as part of any specified alternates and will **not** be considered as part of the award process. The voluntary alternates and voluntary value engineering items are only for the purpose of information to show proposed substitutions that may be used by the owner as a cost savings or value added item. Provide a lump sum amount for each voluntary alternate and voluntary value engineering items with any additional documentation attached. The below Estimated Tax Amount is for information in determining the Contract Amount. The Contract Amount will be the sum of Base Bid, accepted Alternates, and the Estimated Tax Amount.

Estimated Tax Amount on Base Bid: (\$ 17,743.00).

The undersigned further proposes to undertake work on the Date of Commencement as established in the Agreement and shall achieve Substantial Completion of the entire Work within not more than 105 calendar days.

Alternate No 1: Pre-construction TAB report for total airflow for each of the three rooftop units.

Deduct: (\$ 265.00)

Alternate No. 2: Inspection and potential cleaning of supply ductwork for all three of the rooftop units.

Deduct – Inspection: (\$ 575.00)Deduct – Cleaning RTU-1: (\$ 8050.00)Deduct – Cleaning RTU-2: (\$ 8050.00)

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Huntersville Family Fitness and Aquatic Center
Natatorium HVAC Replacement Project
Construction Documents

September 4, 2015

Deduct – Cleaning RTU-3: _____ (\$ 8050.00)

Alternate No. 3: Return air plenum modification within each natatorium.

Deduct: _____ (\$ 16,999.00)

Alternate No. 4: Supply diffuser modification in the 50m pool area.

Deduct: _____ (\$ 5485.00)

Alternate No. 5: Domestic hot water preheat system connection to new rooftop units.

Deduct: _____ (\$ 44,275.00)

Alternate No. 6: Turning over the existing three rooftop units to the owner for their own salvage.

Deduct: _____ (\$ 4650.00)

Alternate No. 7: New air and humidity sensors in each natatorium.

Deduct: _____ (\$ 7590.00)

Alternate No. 8: Heating water pump replacement. One pump per pool

Deduct: _____ (\$ 8812.98)

Alternate No. 9: Supply diffuser modification in the 25m pool area.

Deduct: _____ (\$ 4168.00)

Alternate No. 10: Evacuator modification in the 25m pool area.

Deduct: _____ (\$ 3992.00)

Alternate No. 11: The cost of Performance and Payment Bonds.

Add: _____ (\$ 23,825.00)

Voluntary Alternates and Value Engineering Items: use existing duct stands (\$ 9696.00)

Voluntary Alternates and Value Engineering Items: _____ (\$ _____)

The undersigned acknowledges that he has received and reviewed the below enumerated addenda and has taken them into account in the preparation of this proposal.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

Electrical Contractor Morris Mechanical Inc.

Temperature Control Contractor Morris Mechanical Inc.

Plumbing Contractor M.J. Plumbing
Structural Contractor Structural Steel of Carolina
Respectfully submitted this 25th day of September, 2015
By: Morris Mechanical Inc.
(Name of Firm or Corporation making bid)
By: James Morris
President
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

Christa Pepler
(Proprietorship or Partnership)

ATTEST:

BY:

Lee Ann Morris

TITLE:

Corporate Secretary
(Corp. Sec. or Assist. Sec. Only)

(CORPORATE SEAL)

At Bidder's option, this form may be attached to the bid form or may be faxed to the Owner within twenty-four (24) hours after bid date.

For Base Bid Only, CSI Cost Breakdown (including Overhead and Profit)

Division 1:	<u>N/A</u>
Division 6:	<u>N/A</u>
Division 7:	<u>N/A</u>
Division 8:	<u>N/A</u>
Division 9:	<u>N/A</u>
Division 10:	<u>N/A</u>
Division 11:	<u>N/A</u>
Division 12:	<u>N/A</u>
Division 21:	<u>N/A</u>
Division 22:	<u>44,275.00</u>
Division 23:	<u>595,723.00</u>
Division 23 - Temperature Controls :	<u>7590.00</u>
Division 25:	<u>N/A</u>
Division 26:	<u>33,120.00</u>
Division 27:	<u>N/A</u>
Division 28:	<u>N/A</u>
Division 31:	<u>N/A</u>

Division 32: NIADivision 40: NIA

List use of Minority and Women Business Enterprises (MWBE) by company name and dollar amount of sub-contract.

Company: _____

\$ _____

Company: _____

\$ _____

Company: _____

\$ _____

Company: _____

\$ _____

BID BOND

U. S. Specialty Insurance Company
601 S. Figueroa Street, Suite 1600 Los Angeles, CA 90017

CONTRACTOR:

(Name, legal status and address)

Morris Mechanical, Inc.
P O Box 1215/ 109 White Pine Drive
Dallas, NC 28034

OWNER:

(Name, legal status and address)

Huntersville Fitness & Aquatic
11725 Verhoeff Drive, Huntersville, NC 28070

SURETY:

(Name, legal status and principal place of business)

U. S. Specialty Insurance Company

601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017

BOND AMOUNT: NOT TO EXCEED 5% (\$28,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

HFFA Dectrons
Replacing Three Detron Pool Units

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 24th day of September, 2015.

Lee Ann Morris
(Witness)

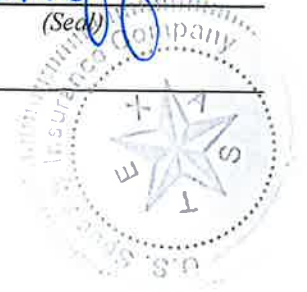
Sara C. Hall
(Witness)

Morris Mechanical, Inc.

James Morris
(Principal) (Seal)
President
(Title)

U. S. Specialty Insurance Company

Jessica N. Griffin
(Surety) (Seal)
Attorney In Fact
(Title)





U.S. Specialty Insurance Company
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

JESSICA NOEL GRIFFIN

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2000511, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Five million and 00/100 (\$5,000,000.00). This Power of Attorney shall expire without further action on December 20th, 2017. Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of December 2014.

State of California

County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY

By: _____

Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)



I, Michael Chalekson, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September, 2015.

Bond No. BB2000511

Agency No. 12245



Michael Chalekson, Assistant Secretary



P O Box 1215
109 White Pine Drive
Dallas, NC 28034
Phone 704-922-9727 Dallas
Phone 704-331-0455 Charlotte
Fax 704-922-4929
Website www.morrismechanical.com
Email Info@morrismechanical.com



Name	Huntersville Family Fitness & Aquatics			Date	9/23/15
Attn	Dee Jetton			Job Name	Dectron Units
Address	11725 Verhoeff Drive				
	Huntersville	NC	28070	Job Location	Pool Area
Phone	704-766-2222				
FAX	704-947-7230				
Email	djetton@huntersville.org				



NC LICENSE #11047 SC STATE LICENSE #M3769 NC ELECTRICAL LICENSE #13295-L

This proposal is to provide the labor and materials to install three new Dectron units provided by owner Huntersville Family Fitness & Aquatics. The price includes the changes made by the engineer to provide new spring isolated curbs for units and removing the existing curbs and new steel bases. Factory startup and warranties on equipment included by Huntersville Family Fitness & Aquatics. Morris Mechanical Inc will provide a one year labor warranty on work performed by Morris Mechanical Inc. Due to changes on the installation of the equipment for roofing issues and the change to provide new spring isolation curbs in lieu of rigid frame on original plans Morris Mechanical will not be responsible to size i beams to set new curbs on that must go down to existing W-10 i beams to install a solid continuous steel frame for new curbs to sit on. The new curbs are not designed to span a 70" span between the existing W-10 i beams. There must be a solid complete frame for new curbs. The old curbs and steel frames will have to be removed to install new curbs. The new curbs cannot go around old curbs due to the size of the new curbs. This could and most likely will cause a longer install time. I recommend that the December 30th 2015 deadline be extended to January 31st 2016 and extend the \$1,000 a day penalty in order to allow time needed to provide a quality install of the new equipment. Even with the extended time frame at no time would both the 50 meter or 25 meter pools be shut down at the same time. We propose to change the #1 unit first, the #3 unit second and the #2 unit third in order to keep the 50 meter operating at all times with the 25 meter pool being down for possibly a 2.5 week period. Should the now proposed penalties and time frame to install units be kept in place please disregard the bid from Morris Mechanical Inc. I would not want to disappoint a customer of our's that has allowed Morris Mechanical Inc the privilege to provide service to your facility these many years by not being able to complete the job on the current time frame. We do thank you for allowing us to offer our quote and suggestions to install the new units. In order to prevent future problems and the critical install requirements from Dectron, the equipment provider, the extended time would be most needed.

WE APPRECIATE THE OPPORTUNITY TO OFFER THIS PROPOSAL AND LOOK FORWARD TO YOUR APPROVAL.

MMINC WILL FURNISH MATERIALS AND LABOR, COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL JOB COST..... **\$680,708.00**

All materials are to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This quote is null and void after 30 days of issuance if you want to proceed with the job at that time it will have to be reevaluated. Terms are upon receipt unless specified in body above.

Authorized Signature

Junior Morris

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____