

BID INFORMATION

Name of Bidder: Pellinger, Inc.

Date: 4-22-25

Project Name: Detention Center Sewer Screening

Owner: Union County, North Carolina

Owner Project Number: IFB 2025-030

Designer: Labella Associates

Designer Project Number: 2241796

CERTIFICATIONS OF BASE BID

The undersigned Bidder, hereby declares that he has carefully investigated the scope of work and having thoroughly familiarized himself with the Contract Documents relative hereto, and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his sub-contractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by N.C. General Statute 143-129(j). The bidder agrees to hold the proposed bid price for 90 days.

The bidder proposes and agrees if this proposal is accepted, to contract with Union County Government, in the form of contract specified, to provide all necessary labor, equipment, materials, machinery, tools, apparatus, transportation, services, fees, permits, etc., to complete the construction of Union County Detention Center Sewer Screening all in accordance with the aforementioned Contract Documents to the full and entire satisfaction of Union County Government, with definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents for the lump sum of:

Provide 10% of the base bid price as an Owner contingency allowance and provide a Total Base Bid Price. Any funds not used from the Owner's contingency allowance will be returned to the Owner by deduct change order.

A) BASE BID PRICE:

Two hundred sixty seven thousand ⁰⁰/₁₀₀ Dollars (\$ 267,000⁰⁰).

B) OWNERS CONTINGENCY ALLOWANCE:

Twenty Six thousand Seven hundred ⁰⁰/₁₀₀ Dollars (\$ 26,700⁰⁰).

C) TOTAL BASE BID PRICE WITH OWNER CONTINGENCY (A+B=C):

Two hundred Ninety three thousand Seven hundred ⁰⁰/₁₀₀ Dollars (\$ 293,700⁰⁰).

The above amount may be modified by the included Unit Prices and Alternates at the Owner's sole discretion.

SUB-CONTRACTOR LIST:

The following shall execute subcontracts with the Bidder for the portion of the work indicated:

Specialty Work Sub-Contractor (Name & License No.):

Paragon Electrical Services

License No. U 37931

Specialty Work Sub-Contractor (Name & License No.):

License No. _____

UNIT PRICES: (Prices shall include installation)

N/A

Dollars (\$ _____)

N/A

Dollars (\$ _____)

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work within One Hundred-Eighty [180] **calendar days**.

LIQUIDATED DAMAGES:

The undersigned further agrees, stipulates, and fixes as Liquidated Damages if delayed, but not as a penalty, the sum of **Two Hundred Fifty Dollars (\$250.00)** per calendar day that the undersigned together with the undersigned's surety shall pay the Owner for each calendar day or part thereof that expires after the date specified for the substantial completion of the work and until the Work is Substantially complete. By bidding, the undersigned hereby agrees to be responsible for liquidated damages.

BID SECURITY:

Accompanying this proposal is a bid security five percent (5%) of the Total Bid Price Sum in accordance with Instructions to Bidders in the form of (check one):

☒ Bid Bond (AIA Document A310-2010), or

☐ Cashier's Check, or Certified Check.

RECEIPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda which will be considered as part of the contract Documents:

Addendum No. 1 Dated 3-26-25 Addendum No. _____ Dated _____

Addendum No. 2 Dated 4-10-25 Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

CONTRACTOR'S LICENSE:

The undersigned further states that it is a duly licensed contractor for the proposed work in the State of North Carolina, and that all fees, permits, etc. pursuant to submitting this proposal have been paid in full.

ACKNOWLEDGEMENT AND REPRESENTATIONS:

If notice of acceptance of this bid is given to the undersigned within 90 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form promptly after it has been presented to him for signature. Certificates of Insurance and Performance and Payment bonds shall be furnished to the Owner at the execution of this agreement and as required by North Carolina General Statutes.

The undersigned bidder agrees to submit evidence in affidavit form of applicable experience, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Submittal will be in the form of AIA Document A305 Contractor's Qualification Statement. Bidder's qualifications information shall be considered confidential.

The undersigned bidder certifies that neither he/she, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in conjunction with this bid. The person signing this bid form represents that he/she has full authority and representative capacity to execute this Bid Form in the capacity indicated below.

The undersigned agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the Project, as liquidated damages for such failure; otherwise, the certified check, cash or bid bond accompanying the Proposal shall be returned to the undersigned.

The undersigned bidder agrees that they are expected to act as Project Expediter and coordinate work of all other contractors.

The firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the State of North Carolina, in granting the registration.

PROPOSAL SIGNATURE:

Respectfully submitted this 22 day of April, 2025.

DeLinger, Inc.

(Name of firm or corporation making bid)

By: _____

Signature and Typed Name

DEAN KITE

Title: _____

PRESIDENT



Address of Bidder: _____

2631 Old Charlotte Hwy
Monroe NC 28110

Bidders N.C. Contractor License No. 5992

Type of License: NC-GC

Limitations: Unlimited - Unclassified

Attest:

By:



Title:

Vice President

END OF DOCUMENT 00 41 13

1.1 GENERAL CONDITIONS

- A. The required Bid Security form for the Project is AIA Document A310-2010 Bid Bond.
- B. The Bidder shall obtain the form, complete and submit with the Bid.
- C. Copies of AIA standard forms may be obtained from:
 - 1. American Institute of Architects, Charlotte, NC: 704.377.3610.

END OF DOCUMENT 00 43 13

Instructions for Completing
Certificate for North Carolina Sales Tax Form

Union County may apply for a refund of all sales and/or use taxes paid in North Carolina by the County's contractors on purchases of building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure being erected, altered or repaired under contract with the County. Contractors shall include and must pay all other taxes imposed by governmental authorities which are applicable to the contract work. Examples of property on which sales and use tax has been paid by the contractor and for which the contractor will not be reimbursed by the County are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc, or any other items which do not become a part of or are not annexed to the building or structure being erected, altered, or repaired.

Please submit with this form invoices (or copies of invoices) from vendors covering the items purchased. This form should still be submitted as "0" if no sales tax was paid for the period covered.

Requests for sales tax reimbursements should be filed with each request for contract payment.

Project or Contract Number: The name of the project, or the County Contract Number.

Date: The date the form was completed.

Trade: Your trade, e.g., electrical, plumbing, concrete contractor, etc.

Contractor: The name of your company.

Invoice Date: The date the materials were purchased.

Invoice Number: The vendor's invoice number.

Name of Vendor: The vendor's name.

Description of Materials: The type of materials purchased, e.g., concrete, nails, roofing material, etc.

Item Cost: The cost of the item(s) before any taxes are added.

State Tax: The North Carolina State tax, currently 4.75% of the item cost.

County Tax: The County tax, currently 2% of the item cost.

Total Invoice: The sum of the Item Cost, State Tax, and County Tax.

County Name: County where material was purchased and sales tax paid, e.g., Mecklenburg, Union, Cabarrus, etc. The owner or an officer of the company must certify that the statement is correct. The signature should also be notarized.

2
00 43 28

Certificate for North Carolina Sales Tax

Trade:

Contractor:

Project or Contract Number:

Date: _____

[illegible]

This is to certify that the above materials purchased on the invoices listed were used in the construction of the _____ and that the Sales Tax listed (State and County) is not included on the monthly estimate for contract payment or any other certificate for North Carolina sales tax. Further, that the items listed are annexed to, affixed to, or in some manner have become a part of the building or structure being erected, altered or repaired.

Certified to be correct by: _____
Owner or Officer of Company

Sworn to and Subscribed before me this _____ day of _____ 20____

(SEAL)

Notary Public

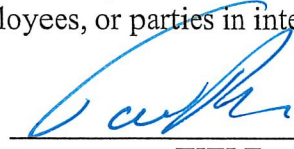
My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF UNION

I Todd Price, being first duly sworn, deposes and says that:

1. He/She is the Vice President of Dallinger, 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;
4. Neither the said Bidder nor any of its officers, partners, owners agents, representatives, em-
ployees or parties of interest, including this affiant, has in any way colluded, conspired, con-
nived or agreed, directly or indirectly, with any other bidder, firm or person to submit a col-
lusive or sham bid in connection with the contract for which the attached Bid has been sub-
mitted or to refrain from bidding in connection with such contract, or has in any manner, di-
rectly 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 Owner 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.

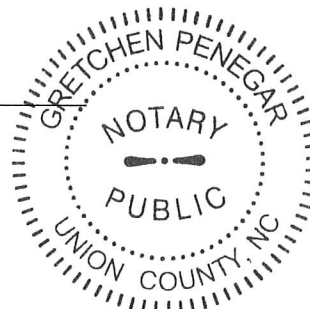
 Vice President
TITLE

Subscribed and sworn before me, this 22nd day of April, 2025

Notary Public 

My Commission Expires 10-12-2025

END OF DOCUMENT 00 45 19



STATE OF NORTH CAROLINA

AFFIDAVIT

UNION COUNTY

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I, being duly authorized by and on behalf of Dellinger, Inc.
("Contractor"), have bid on an agreement with Union County, North Carolina ("Union")
_____;

2. As part of my duties and responsibilities pursuant to said agreement, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in North Carolina, I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ I employ fewer than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said agreement, I attest that to the best of my knowledge any subcontractors employed as a part of this agreement are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in North Carolina, the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ The subcontractor employs fewer than twenty-five (25) employees in the State of North Carolina. Specify subcontractor: _____

This the 22 day of April, 2025.

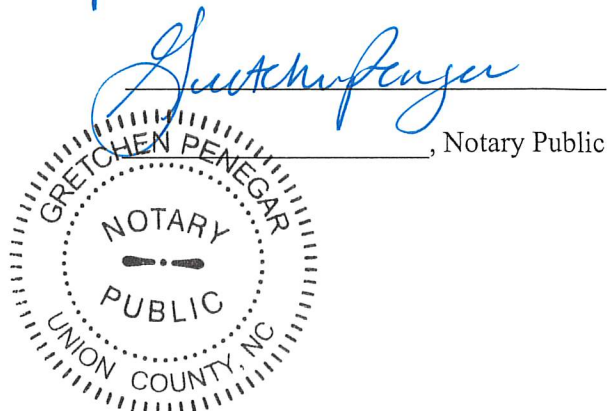
[Signature]
Affiant

Todd Price
Printed Name

Sworn to and subscribed before me, this the 22nd day of April, 2025.

[OFFICIAL SEAL]

My Commission Expires: 10-12-2025



1.1 FORM OF AGREEMENT

- A. The following form of Owner/Contractor Agreement shall be utilized for the Project:
 - 1. AIA Document A101, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum, 2017 Edition, as modified by Owner; sample attached at end of section.
 - 2. AIA Document A101 Exhibit A Insurance and Bonds, 2017 Edition, as modified by Owner; sample attached at end of section.
- B. Union County requires the successful bidder to submit five, (5) original agreement forms which shall be undated at the time of submission to the County. Forms will be dated by the County upon execution of the agreements.
- C. Union County requires the successful bidder to submit each copy with original wet ink signature, and original wet or raised corporate seal.

END OF DOCUMENT 00 52 00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dellinger, Inc.
P. O. Box 929
Monroe, NC 28111-0929

SURETY:

(Name, legal status and principal place of business)

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944
Mailing Address for Notices
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

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.

OWNER:

(Name, legal status and address)

Union County
500 North Main Street
Monroe, NC 28112

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

IFB #2025-030 - Union County Detention Center Sewer Screening: 3344 Presson Road, Monroe, NC 28112

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 10th day of April, 2025.

(Witness)

(Witness) Noah Pierce

Dellinger, Inc.
(Principal)

By:

(Title)



Berkshire Hathaway Specialty Insurance Company
(Surety)

(Seal)

By:

(Title) Bryan M Caneschi Attorney-in-Fact





BERKSHIRE HATHAWAY SPECIALTY INSURANCE

BOND NO: Bid Bond

Power of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 100 Federal Street, 7th Floor, Boston, Massachusetts 02110, Attn: Surety, and **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint Bryan M Caneschi located at Charlotte NC as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 13th of November, 2024. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By: [Signature]
David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: [Signature]
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 13th day of November, 2024 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

Notary Seal



CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

Notary Public

[Signature]
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 10, 2025

[Signature]
Ralph Tortorella, Officer

BHSIC, NICO & NLF POA (2024)

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (617) 936-2945 or by email at BHSIBonds@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com, fax (617) 507-8259, or mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.
CORPORATE ACTIONS

....
EXECUTION OF DOCUMENTS:
....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

1.1 Bid Form Checklist

A. Submit this form as a cover sheet to your Bid.

B. Attach the noted documents to your Bid.

C. Checklist:

- ☒ 00 43 13 Bid Form
 - ☒ Unit Prices Complete
 - ☒ Contractor's License Number Completed
- ☒ 00 43 13.13 Bid Security
 - ☒ AIA A310-2010
 - ☐ Cashier's or Certified Check
- ☒ 00 45 19 Non-Collusion Affidavit
- ☐ 00 45 36 Equal Opportunity Employment Affidavit

END OF DOCUMENT 00 43 13.16