# BID FORM

Jonathan Creek Soil Reclamation Project  
Haywood County  

McGill Project No. 17.00158

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

David Francis - Haywood County Historic
Court Room at
215 North Main Street
Waynesville, North Carolina 28746
Re: Jonathan Creek Soil Reclamation Project

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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<td>11-30-17</td>
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<td>2</td>
<td>12-01-17</td>
</tr>
<tr>
<td>3</td>
<td>12-06-17</td>
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B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying
the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.

M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID - See Attached Bid Schedule

Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
## BID SCHEDULE

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<td>35000</td>
<td>$ 0.00</td>
<td>210,000.00</td>
</tr>
<tr>
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<td>Undercut Excavation, Remain Onsite</td>
<td>CY</td>
<td>1500</td>
<td>$ 50.00</td>
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<td>8</td>
<td>Select Backfill</td>
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**TOTAL BID PRICE** $ 499,996.00
ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 75 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a certified check, money order, or Bid Bond.
B. Completed Bid Schedule
C. E-Verify Affidavit
D. Iran Divestment Certification
BID BOND

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

BIDDER (Name and Address):
Custom Paving, Inc.
814 Hyatt Creek Road
Waynesville, NC 28786

SURETY (Name, and Address of Principal Place of Business):
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

OWNER (Name and Address):
David Francis
Haywood County
215 North Main Street, Waynesville, North Carolina 28746

BID
Bid Due Date: December 8, 2017
Description (Project Name — Include Location):
Jonathan Creek Soil Reclamation Project

BOND
Bond Number:
Date: December 8, 2017
Penal sum 5% of bid $ 5%

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Custom Paving, Inc. (Seal)
Bidder’s Name and Corporate Seal

By: T. Kevin Norris
Signature

T. Kevin Norris
Print Name

President

Attorney-In-Fact

Title

Surety

SURETY

Contractors Bonding and Insurance Company (Seal)
Surety’s Name and Corporate Seal

By: Scott J. Stanberry
Signature (Attach Power of Attorney)

Scott J. Stanberry
Print Name

Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.
POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Bond No. LSM0892276

Know All Men by These Presents:

That the ______ Contractors Bonding and Insurance Company ______, a corporation organized and existing under the laws of the State of ______ Illinois ______ , and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: ______ Scott J. Slunberry ______ in the City of ______ Sylvia ______, State of ______ North Carolina ______, as ______ Attorney In Fact ______, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed ______ Ten Million and 00/100 ______ Dollars ( ______ $10,000,000.00 ______ ) for any single obligation, and specifically for the following described bond:

Principal: ______ Custom Paving, Inc. ______
Oblige: ______ County of Haywood ______
Bond Amount: ______ 5% of Total Amount Bid ______

The ______ Contractors Bonding and Insurance Company ______ further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of ______ Contractors Bonding and Insurance Company ______, and now in force to-wit:

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

IN WITNESS WHEREOF, the ______ Contractors Bonding and Insurance Company ______ has caused these presents to be executed by its ______ Vice President ______ with its corporate seal affixed this ______ 8th ______ day of ______ December ______, ______ 2017 ______.

ATTEST:

Cherie L. Montgomery Assistant Secretary

Barton W. Davis Vice President

On this ______ 8th ______ day of ______ December ______, ______ 2017 ______ before me, a Notary Public, personally appeared ______ Barton W. Davis ______ and ______ Cherie L. Montgomery ______, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as ______ Vice President ______ and ______ Assistant Secretary ______, respectively, of the said ______ Contractors Bonding and Insurance Company ______, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Gretchen L. Johnick Notary Public

A0606104_SUBS_BID
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**TOTAL BID PRICE**  
$499,940.00
HAYWOOD COUNTY
E-VERIFY AFFIDAVIT

STATE OF NC
COUNTY OF HAYWOOD

I, KEVIN NORRIS (the individual attesting below), being duly authorized by and on behalf of CUSTOMPAINTING, INC (the entity doing business with Haywood County hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
   a. YES ___, or
   b. NO X

4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with the Haywood County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ___ day of ____________, 20____.

______________________________
Signature of Affiant
Title: PRESIDENT

State of NC
County of HAYWOOD

Signed and sworn to (or affirmed) before me, this the ___ day of ___ _, 20____.

______________________________
Notary Public
Print Name: Joyce P. Bridges
My Commission Expires: 06-22-2022
Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: JONATHAN CREEK SOIL RECLAMATION PROJECT

Contract Number: ________________________________

Name of Vendor, Bidder or Contractor: CUSTOM PAVING, INC

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above hereby certifies that he/she/it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4.

Additionally, the vendor, bidder or contractor acknowledges and certifies that subcontractors utilized for this contract or purchase shall not be on the aforementioned Final Divestment List pursuant to N.C. G.S 143C-6A-5(b).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

__________________________  12-08-2017
Signature                     Date

T. KEVIN NORRIS              PRESIDENT
Printed Name                  Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Iran Divestment Act Certification Form
Date: 2.26.2016
ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by: CUSTOM PAVING, INC

If Bidder is:

An Individual

Name (typed or printed): ______________________________________________________________________

By: ______________________________________________________________________________________ (SEAL)

(Individual’s signature)

Doing business as: _______________________________________________________________________

A Partnership

Partnership Name: ________________________________________________________________________ (SEAL)

By: ______________________________________________________________________________________

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________________________________

A Corporation

Corporation Name: CUSTOM PAVING, INC (SEAL)

State of Incorporation: N.C.

Type (General Business, Professional, Service, Limited Liability): GENERAL CONTRACTOR

By: _____________________________________________________________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): T. Kevin Norris

Title: ___________________________________________________________________________________ (CORPORATE SEAL)

Attest __________________________________________________________________________________

Date of Authorization to do business in [State Where Project is Located] is North Carolina

06/30/2004
A Joint Venture

Name of Joint Venture: ________________________________

First Joint Venturer Name: ____________________________ (SEAL)

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

Name (typed or printed): ____________________________

Title: ____________________________

Second Joint Venturer Name: ____________________________ (SEAL)

By: ____________________________
   (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ____________________________

Title: ____________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address  814 HYATT CREEK RD.
                        WAYNESVILLE, NC 28786

Phone No.  828-456-3809  Fax No.  828-456-3805

SUBMITTED on 12-08-2019

State Contractor License No.  25629
BIDDING DOCUMENTS

JONATHAN CREEK
SOIL RECLAMATION PROJECT

HAYWOOD COUNTY, NORTH CAROLINA

McGill
ASSOCIATES
CONSULTING ENGINEERS
ASHEVILLE, NORTH CAROLINA
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5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID - See Attached Bid Schedule

Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
# BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>TOTAL AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization/General Requirements</td>
<td>LS</td>
<td>1</td>
<td>630</td>
<td>630</td>
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<td>1a</td>
<td>Clearing and Grubbing</td>
<td>LS</td>
<td>1</td>
<td>16,800</td>
<td>16,800</td>
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<td>2</td>
<td>Skimmer Sediment Basin</td>
<td>LS</td>
<td>1</td>
<td>18,900</td>
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<td>3</td>
<td>Permanent Diversion Ditch</td>
<td>LF</td>
<td>1050</td>
<td>31,50</td>
<td>33,075</td>
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<td>4</td>
<td>Slope/Ditch Matting</td>
<td>SY</td>
<td>1200</td>
<td>9,100</td>
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<td>5</td>
<td>Erosion Control Maintenance for County Installed Measures</td>
<td>LS</td>
<td>1</td>
<td>840</td>
<td>840</td>
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<td>6</td>
<td>Earthwork</td>
<td>CY</td>
<td>35000</td>
<td>3.15</td>
<td>110,250</td>
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<td>7</td>
<td>Undercut Excavation, Remain Onsite</td>
<td>CY</td>
<td>1500</td>
<td>3.15</td>
<td>4,725</td>
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<td>8</td>
<td>Select Backfill</td>
<td>CY</td>
<td>750</td>
<td>3.25</td>
<td>3,937.50</td>
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<td>9</td>
<td>Washed Stone for Base Stabilization</td>
<td>TON</td>
<td>1215</td>
<td>28.35</td>
<td>34,145.25</td>
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<td>10</td>
<td>Geogrid for Base Stabilization</td>
<td>SY</td>
<td>2250</td>
<td>2.00</td>
<td>4,500</td>
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<td>11</td>
<td>Seeding</td>
<td>LS</td>
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<td>26,880</td>
<td>26,880</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** 263,982.75
ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 75 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a certified check, money order, or Bid Bond.

B. Completed Bid Schedule

C. E-Verify Affidavit

D. Iran Divestment Certification
ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: ______________________________ (SEAL)

(Individual's signature)

Doing business as: ____________________________

A Partnership

Partnership Name: N/A (SEAL)

By: ______________________________

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ____________________________

A Corporation

Corporation Name: Ancon USA, LLC (SEAL)

State of Incorporation: North Carolina

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

By: ______________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Sara S. Neely

Title: Managing Member

Attest: ____________________________

(CORPORATE SEAL)

Date of Authorization to do business in [State Where Project is Located] is North Carolina
A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: __________________________ (SEAL)

By: ____________________________________________

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

Name (typed or printed): ___________________________

Title: __________________________________________

Second Joint Venturer Name: N/A ____________________ (SEAL)

By: ____________________________________________

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

Name (typed or printed): ___________________________

Title: __________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 120 Miller Street
Waynesville, NC 28786

Phone No. 828-964-5059  Fax No. 800-364-4267
E-mail: Sarahmccoy@aveon-usa.com

SUBMITTED on December 8, 2017

State Contractor License No. 71101
STATE OF North Carolina
COUNTY OF Haywood County

I, Sara McCoy (the individual attesting below), being duly authorized by and on behalf of Avcon USA, LLC (the entity doing business with Haywood County hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
   a. YES
   b. NO [X]

4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with the Haywood County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 8 day of December 2017.

Signature of Affiant
Title: CEO

State of North Carolina
County of Haywood

Signed and sworn to (or affirmed) before me, this the 8
day of December 2017.

Cindy M. Mc Ardelle
Notary Public
Print Name: Cindy M. Mc Ardelle
My Commission Expires: November 12, 2019
Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: 17.00158

Contract Number: __________________________

Name of Vendor, Bidder or Contractor: Avcon USA, LLC

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above hereby certifies that he/she/it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4.

Additionally, the vendor, bidder or contractor acknowledges and certifies that subcontractors utilized for this contract or purchase shall not be on the aforementioned Final Divestment List pursuant to N.C. G.S. 143C-6A-5(b).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

[Signature] 12-4-17

[Printed Name] [Title]

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.
Limited Liability Company

Legal Name
AVCON USA, LLC

Information

SosId: 1155004
Status: Current-Active
Annual Report Status: Current
Citizenship: Domestic
Date Formed: 6/17/2010
Fiscal Month: December
Registered Agent: McCoy, Sara S.

Addresses

Principal Office
120 Miller Street
Waynesville, NC 28786-3716

Reg Office
120 Miller Street
Waynesville, NC 28786-3716

Mailing
P.O. Box 1500
Waynesville, NC 28786-1500

Reg Mailing
P.O. Box 1500
Waynesville, NC 28786-1500

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Member
Sara Stalnaker McCoy
133 Montana Stone Trail
Waynesville NC 28785

Member
George E. McLaughlin
80 Winding Waters Drive
Moneta VA 24121
Avcon USA LLC
120 Miller St. Waynesville, NC 28786
Jim McCoy 828-450-5527
Steve Miller Job Foreman 828-421-0424
jim.mccoy@avcon-usa.com
or
rabbitskinexcav@bellsouth.net
NC state contractor Licenses # 71101