

ORIGINAL

# Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **00180545-000**

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ADMIN  
HAYWOOD COUNTY ADMINISTRATION  
215 N MAIN STREET -THIRD FLOOR  
COURTHOUSE  
WAYNESVILLE, NC 28786

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AVCON USA, LLC  
120 MILLER ST  
WAYNESVILLE, NC 28786

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ADMIN  
HAYWOOD COUNTY ADMINISTRATION  
215 N MAIN STREET -THIRD FLOOR  
COURTHOUSE  
WAYNESVILLE, NC 28786

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
828-926-5059X5		800-304-4267				GRADING/COMPACTION	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
01/08/2018	35146					ECONOMIC DEVELOPMENT	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	JONATHAN CREEK SOIL RECLAIMATAION PROJECT AS APPROVED BY BOCC 12/18/17 AND PER BID AWARD  ADMIN GRADING/COMPACTION HAYWOOD COUNTY ADMINISTRATION 215 N MAIN STREET -THIRD FLOOR COURTHOUSE WAYNESVILLE, NC 28786 Phone: 828-452-6625 FAX: 828-452-6715			1.0	EA	\$167,802.75000	\$167,802.75
	48 -4920-557000-18JCK						\$167,802.75
	48 -4920-557000-18JCK						167,802.75

**Purchase Order Total**

**\$167,802.75**

PURCHASING COPY









# HAYWOOD COUNTY BOARD OF COMMISSIONERS

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## AGENDA REQUEST

***Must be presented to the County Manager's Office  
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: December 7, 2017

FROM: DBF

MEETING DATE REQUESTED: December 18, 2017,

*Regular meetings: First (1<sup>st</sup>) Monday of the month at 9:00 am  
Third (3<sup>rd</sup>) Monday of the month at 5:30 pm*

SUBJECT: Approval of Grading Contract for Jonathan Creek Soil Reclamation Project

REQUEST: Approve contract with Avcon USA, LLC, in the amount of \$167,802.75 who was the lowest, responsible and responsive bidder for the spreading and compaction of soil as specified and outlined in the bid documents dated November 28, 2017 and Memorandum of Understanding dated December 13<sup>th</sup>, 2017.

BACKGROUND: Haywood County is to receive 25,000cy of soil from MAB (Publix). The soil will be placed and compacted on a seven acre pad to be developed for economic development purposes.

IMPLEMENTATION PLAN: MAB (Publix) will begin depositing soil onsite and Avcon USA, LLC will begin the spreading and compaction

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FINANCIAL IMPACT STATEMENT: The project will be funded by a loan from Haywood Advancement Foundation for \$200,000 and fund balance appropriation of \$44,927

SUPPORTING ATTACHMENTS: YES

LIST:

Project Summary and budget

PowerPoint Presentation: NO

PERSON MAKING PRESENTATION AT MEETING: David Francis

TITLE: Program Administrator

PHONE NUMBER: 828/452-6644

E-MAIL: david.francis@haywoodcountync.gov

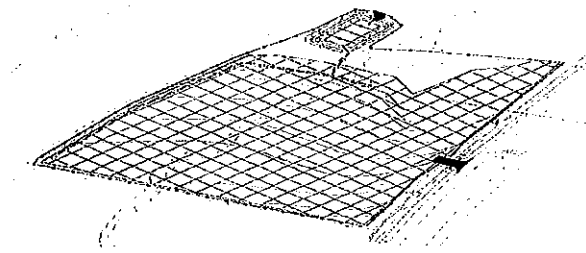
## Jonathan Creek Soil Project

The County purchased 22 acres in August of 2007 for recreation purposes which included baseball and soccer fields. Unfortunately, due to the cost and the recession, the County did not pursue the project.

On November 20<sup>th</sup> of this year, the County agreed to repurpose the property for economic development use. The County has signed an agreement with MAB/Publix to acquire a minimum of 25,000 cubic yards of soil to place on the Jonathan Creek site.

The site has about six acres in the floodway, which cannot be developed, and eight and half acres in the floodplain, which can be developed with certain conditions.

The proposed plan is to use the soil from the Publix site to raise about eight acres on the south end of the property above the Base Flood Elevation (3-feet) with another additional foot of soil to help ensure the property will be out of the floodplain. Once the fill is deposited and compacted, the County will apply to FEMA for removal of the property from the floodplain.



### Budget

Hauling of Soil	\$ 25,000
Permitting	2,700
Engineering/Surveying	19,600
Soil Compaction Testing	14,799
Site Prep	8,125
Grading/Compaction	167,803
Seeding	6,900
<b>Total</b>	<b>\$244,927</b>

Haywood County requested and Haywood Advancement Foundation approved a \$200,000 loan for five years with annual interest only payments due on December 15<sup>th</sup>. If property sells before December 2022, all principal and accrued interest will be due in full; at that time.

**CONTRACT DOCUMENTS**

**JONATHAN CREEK  
SOIL RECLAMATION PROJECT**

**HAYWOOD COUNTY, NORTH CAROLINA**



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**CONSULTING ENGINEERS  
ASHEVILLE, NORTH CAROLINA**





**CONTRACT DOCUMENTS**

**JONATHAN CREEK  
SOIL RECLAMATION PROJECT**

**HAYWOOD COUNTY, NORTH CAROLINA**

**SCOTT E. BURWELL, PE**



Engineering • Planning • Finance  
*Post Office Box 2259  
Asheville, North Carolina 28802*

**DECEMBER 2017**

**17.00158**



**INVITATION TO BIDDERS**  
**Jonathan Creek Soil Reclamation Project**  
**Haywood County**

Sealed bids for the project entitled **Jonathan Creek Soil Reclamation Project** will be received by **Haywood County** until **2:00 pm** local time **December 8, 2017** at the Haywood County Courtroom of the Historic Courthouse, 215 North Main Street, Waynesville, North Carolina, 28746 and then publicly opened and read aloud.

THE PROJECT GENERALLY CONSISTS OF *providing erosion control, grading, and compaction of fill soil disposed at the site by others.*

Copies of the Contract Documents may be obtained at the office of the Engineer, McGill Associates, P.A., located at Post Office Box 2259, Asheville, North Carolina 28802 upon request. Please contact Christy Brown at 828-252-0575 or [christy.brown@mcgillengineers.com](mailto:christy.brown@mcgillengineers.com).

Each bid shall be accompanied with a cash deposit or certified check drawn on a bank or trust company insured by the FDIC or a Bid Bond prepared on the form of Bid Bond contained in the Bidding Documents or a Surety Company's standard form and properly executed by a corporate surety licensed under the laws of North Carolina to execute such bonds. The amount of the bid bond shall be equal to **five (5) percent** of the total of the bid. The bid deposit shall be retained by the Owner if the successful bidder fails to execute the contract or fails to provide the required bonds, as stated above, within ten (10) days after the proper notice of award of the contract.

The successful bidder shall be required to furnish separate, 100 percent Performance and Payment Bonds in compliance with North Carolina General Statutes Chapter 44A Section 143-129, and with Article 3 of Chapter 44A of the North Carolina General Statutes. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Owner.

Bidders must comply with the requirements of the State of North Carolina and be appropriately licensed as a Contractor as provided in General Statutes Chapter 87. Each bidder shall make positive efforts to use small and minority owned business enterprises on this project.

Neither the Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including any Addenda, obtained from any source other than the Owner's representative, McGill Associates, P.A. Each Bidder shall be responsible for the review of all addenda for the project and shall acknowledge the addenda on the bid form.

The Owner reserves the right to reject any and all Bids, to waive informalities, or to reject non-conforming, non-responsive, or conditional bids. The Owner reserves the right to award a contract to the bidder of their choosing, regardless of price.

A conditional or qualified Bid will not be accepted.

**David Francis**  
**Haywood County**



JONATHAN CREEK SEDIMENT RECLAMATION PROJECT  
HAYWOOD COUNTY

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## **MODIFIED INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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AMERICAN SOCIETY OF CIVIL ENGINEERS

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
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## ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Modified General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Contract Documents are to be issued and where the bidding procedures are to be administered.
  - B. *Unbalanced Bid* - An unbalanced bid is one that meets the following criteria:
    - 1. A mathematically unbalanced Bid is one that contains lump sum or unit bid items that do not appear to reflect reasonable actual costs. Those reasonable actual costs would include a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs that the Bidder anticipates for the performance of the items in question.
    - 2. A materially unbalanced Bid is one that produces a reasonable doubt that Award to the low Bidder, who submitted the mathematically unbalanced Bid, would result in the lowest ultimate cost to the Owner.
  - C. *Responsible Bidder* - A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work described in the Contract Documents.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office upon payment of the fee stated in the advertisement or invitation to bid. The fee is non-refundable.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein. Conditional bids will not be accepted.
- 3.02 Bidders shall comply with all applicable laws regulating the practice of General Contracting as provided in Chapter 87 of the General Statutes of the State of North Carolina and be properly licensed as a contractor.

- 3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.04 Bidder must hold a current contractor's license appropriate for the type and magnitude of the work.

#### **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE CONDITIONS**

##### *4.01 Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site may include rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### *4.02 Existing Site Conditions*

###### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Bidding Documents identify:
  - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
  - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the Modified General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the Modified General Conditions will apply.
4. Geotechnical Report: The Bidding Documents may contain a Geotechnical Report. If included, the Geotechnical Report describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations. The Geotechnical Report is a Contract Document.

- a. The conditions described in the Geotechnical Report are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the conditions described. Bids should be based on a comprehensive approach that includes an independent review and analysis of the Geotechnical Report, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are described in the Geotechnical Report.
  - b. Nothing in the Geotechnical Report is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- B. **Underground Facilities:** Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. **Adequacy of Data:** Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the Modified General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.03 of the Modified General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct Site visits during normal working hours, and shall not disturb any ongoing operations at the Site. The Owner may require site visits by the Bidder to be scheduled with the Owner in advance.
- B. The Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions. However, on request, and to the extent the Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

## **ARTICLE 5 – BIDDER’S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site including Underground Facilities that may be made available by the Owner and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Contract Documents.
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of any work that may be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

5.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, 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, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

- 5.03 No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 There will not be a pre-bid conference.

#### **ARTICLE 7 – SITE AND OTHER AREAS**

- 7.01 The Site is identified in the Contract Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 8 – INTERPRETATIONS AND ADDENDA**

- 8.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda delivered by either mail or approved electronic means to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contractor waives the right to rely on information provided by the Engineer which is not provided in writing and in the form of a formal Addendum.
- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 8.03 Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under his Bid as submitted.
- 8.04 All Addenda so issued shall become a part of the Contract Documents.
- 8.05 Prospective Bidders are cautioned concerning the use of a Post Office Box address as Addenda cannot be sent via overnight carrier to Post Office Boxes.

## **ARTICLE 9 – BID SECURITY**

- 9.01 A Bid must be accompanied by Bid security made payable to the Owner in an amount of **five percent (5%)** of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included or the standard form of the surety company) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the Modified General Conditions.
- 9.02 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned as necessary. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of all other Bidders may be retained by Owner until the earlier of ten (10) days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned as necessary.

## **ARTICLE 10 – CONTRACT TIMES**

- 10.01 The number of calendar days within which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 11 – LIQUIDATED DAMAGES**

- 11.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 12 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 12.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.
- 12.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

## **ARTICLE 13 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 13.01 The Contract Documents may require the identification of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the

Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute. In which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

13.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the Modified General Conditions.

13.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

#### **ARTICLE 14 – PREPARATION OF BID**

14.01 The Bid Form included with the Bidding Documents shall be used and shall not be altered, contain any unauthorized additions, deletions, or conditional bids.

14.02 The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.

14.03 The Bid shall not contain irregularities of any kind which make the Bid incomplete, indefinite, or ambiguous as to its meaning.

14.04 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, and unit price item listed therein. Alternative Bids will not be considered unless specifically shown on the Bid Form. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.

14.05 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.



- 14.06 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 14.07 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 14.08 A Bid by an individual shall show the Bidder's name and official address and shall be signed by the individual.
- 14.09 A Bid by a joint venture shall be executed by each of the joint venturers in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 14.10 All names shall be printed in ink below the signatures.
- 14.11 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 14.12 Street, postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 14.13 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid.
- 14.14 Bidder's state contractor license number shall be shown on the Bid Form.
- 14.15 All attachments, certifications or acknowledgements attached to the Bid shall be executed in the same manner as the Bid.

**ARTICLE 15 – BASIS OF BID; COMPARISON OF BIDS**

15.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

15.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the Modified General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 15.03 Bids will be compared on the basis of the totals of the lump sum and/or unit prices bid. The resulting Total Contract Bid Price will be compared which will include and cover the furnishing of all materials, and the performance of all labor requisite for proper completion of all the work called for under the accompanying Contract, and in the manner set forth and described in the Contract Documents.
- 15.04 The lowest Bidder will be that Bidder whose Bid totals the lowest number of dollars as determined above.

#### **ARTICLE 16 – SUBMITTAL OF BID**

- 16.01 The Bid Form in the Bidding Documents is to be completed and submitted with the Bid security. A completed E-Verify Affidavit and Iran Divestment Certification shall submitted with the bid in order to be considered a responsible and responsive Bidder.
- 16.02 A sealed Bid shall be received no later than the time and date prescribed and at the place indicated in the advertisement or invitation for bids. The bid shall be submitted in a single (one (1)) envelope system. The envelope shall be plainly marked with the Project title, Owners name and address in the middle of the envelope and the name, address, license number, limitation and classification of Bidder in the upper left hand corner of the envelope. The envelope shall contain the Bid security, the Bid and any other required information as defined in the advertisement or invitation for bid or bid documents.
- 16.03 If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to:

**David Francis**  
**Haywood County**  
**215 North Main Street**  
**Waynesville, North Carolina 28746**

- 16.04 If received prior to the designated time of opening, bids will be securely kept, sealed. Mailed bids will be treated in every respect as though filed in person and will be subject to the same requirements. Bids received subsequent to the designated time of opening will be returned to the Bidder unopened.

## **ARTICLE 17 – MODIFICATION AND WITHDRAWAL OF BID**

- 17.01 A Bid may be withdrawn prior to the Bid opening by the Bidder by providing an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 17.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 17.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 17.03 No Bid may be withdrawn for a period of 90 days after Bids have been opened pending the execution of a Contract with the successful bidder except as provided for in Section 143-129.1 of the North Carolina General Statutes. A Bidder must file a duly signed written notice within the time frame allowed under applicable General Statutes with the Owner and Engineer promptly after the time set for the opening of bids that demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, and that the Bidder desires to withdraw its Bid. The Owner and Engineer will review the request and if approved the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 18 – OPENING OF BIDS**

- 18.01 Bids will be opened privately at the time and place indicated in the invitation to bid. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 19 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 20 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
- 20.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 20.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 20.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 20.07 If Owner awards the contract for the Work, such award shall be made at the Owner's discretion, regardless of price.

#### **ARTICLE 21 – CONTRACT SECURITY AND INSURANCE**

- 21.01 The Modified General Conditions, and as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and insurance documentation.

#### **ARTICLE 22 – SIGNING OF AGREEMENT**

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. The Owner shall thereafter set a time and place for a Preconstruction conference. One fully signed counterpart of the Contract Documents shall be provided to the Contractor following review from the Owner's legal counsel.

#### **ARTICLE 23 – RETAINAGE**

- 23.01 Provisions concerning Contractor's rights to deposit securities in-lieu of retainage are set forth in the Agreement.

#### **ARTICLE 24 – COMMENCEMENT OF WORK**

- 24.01 Upon execution and delivery of the Contract and the delivery of the required Performance and Payment Bonds and insurance certificates and policies by the Contractor to the Owner, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract

shall be commenced within ten (10) days following such notification or as otherwise specified in the Notice to Proceed.

24.02 The Contractor shall notify the Engineer, in writing, of his intention to enter upon the site of the work at least three (3) days in advance of such entrance.



**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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>November 30, 2017</u>
<u>2</u>	<u>December 1, 2017</u>
<u>3</u>	<u>December 6, 2017</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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.
- H. 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 all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- 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** 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**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
1	Mobilization/General Requirements	LS	1	630	630
1a	Clearing and Grubbing	LS	1	16,800	16,800
2	Skimmer Sediment Basin	LS	1	18,900	18,900
3	Permanent Diversion Ditch	LF	1050	31.50	33,075
4	Slope/Ditch Matting	SY	1200	7.50	9,000
5	Erosion Control Maintenance for County Installed Measures	LS	1	840	840
6	Earthwork	CY	35000	3.15	110,250
7	Undercut Excavation, Remain Onsite	CY	1500	3.15	4,725
8	Select Backfill	CY	750	5.25	3,937.50
9	Washed Stone for Base Stabilization	TON	1215	28.35	34,445.25
10	Geogrid for Base Stabilization	SY	2250	2.00	4,500
11	Seeding	LS	1	26,880	26,880
<b>TOTAL BID PRICE</b>					<b>263,982.75</b>

## **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: Avcon USA, LLC (SEAL)

State of Incorporation: North Carolina  
Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: Sara B Melley  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): Sara B Melley

Title: Managing Director (CORPORATE SEAL)

Attest: Jessica M... ..

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. 828-926-5059 Fax No. 800-304-4267

E-mail - Sara.mccoy@aucon-usa.com

SUBMITTED on December 8, 2015. 2017

State Contractor License No. 71101

## 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

[jjm.mccoy@avcon-usa.com](mailto:jjm.mccoy@avcon-usa.com)

or

[rabbitskinexcav@bellsouth.net](mailto:rabbitskinexcav@bellsouth.net)

NC state contractor Licenses # 71101





HAYWOOD COUNTY  
E-VERIFY AFFIDAVIT

STATE OF North Carolina  
COUNTY OF Haywood County

\*\*\*\*\*

I, Sara McCoy (the individual attesting below), being duly authorized by and on behalf of  
Aveon 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  or
  - b. NO
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]  
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. McArdelle  
Notary Public  
Print Name: Cindy M. McArdelle  
My Commission Expires: November 12, 2019

(Affix Official/Notarial Seal)



Cindy M. McArdelle  
Commission #FF931595  
Expires: November 12, 2019  
Bonded thru Aaron Notary



## 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

12-8-17  
\_\_\_\_\_  
Date

Sara B. McCoy  
\_\_\_\_\_  
Printed Name

CEO/Managing Member  
\_\_\_\_\_  
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](http://www.nctreasurer.com/Iran) and will be updated every 180 days.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this the 13 day of December, 2017 by Avcon USA, LLC, a North Carolina limited liability company.

Avcon USA, LLC submitted bid for the Jonathan Creek Soil Reclamation Project on December 11, 2017, which had a total bid price of \$263,982.75. After review of bid, representatives from Haywood County, McGill Associates, and Steve Miller, representing Avcon USA, LLC, met on December 12, 2017 to discuss the project, bid prices, and contract documents. Prior to executing the contract, the following changes were agreed upon.

1. The Clearing and Grubbing area and method was discussed and the below was agreed upon. The Clearing and Grubbing area was reduced such that a stockpile area is now shown on the attached drawings. The total Cleared area was reduced from 9.29 acres to 8.28 acres. Clearing and Grubbing will include stripping and removal of vegetative materials and stalks, which on average is 2" of depth. The materials will be stockpiled on site, and they will not be re-spread by the Contractor once proposed contours are reached. Based on these changes, the specification 311000 Site Clearing is no longer applicable and will be removed prior to executing the Contract. In addition, the below text will replace Measurement and Payment line item 1a Clearing and Grubbing.

### "ITEM 1A – CLEARING AND GRUBBING

Work included in this line item of payment shall include all clearing and grubbing within the limits of disturbance shown on the Drawings and stockpiling material onsite within the area indicated. The cleared and grubbed material will include vegetative material and stalks onsite, which on average is 2 inches in depth.

The quantity of clearing and grubbing will be paid for at the contract lump sum price in accordance with the Contract Documents. The lump sum price will be the full compensation for all labor, equipment, and materials necessary for clearing and grubbing (approximately 2 inches in depth of vegetative material and stalks). No compensation will be given for clearing and grubbing outside of the limits shown on the drawings without prior approval from Engineer. Included in this item is the stockpile of the clear and grubbed material within the area indicated on the drawings."

The unit price for Item #1A Clearing and Grubbing was agreed to be reduced from the bid price of \$16,800/LS to \$ 8,400.<sup>00</sup> /LS. This will result in a total net deduction of \$ 8,400.<sup>00</sup> for Item #1A.

2. The unit price for Item #3 Permanent Diversion Ditch was agreed to be reduced from the bid price of \$31.50/LF to \$ 7.50 /LF. This will result in a total net deduction of \$ 25,100.<sup>00</sup> for Item #3.

3. The unit price for Item #4 Slope/Ditch Matting was agreed to be reduced from the bid price of \$7.50/SY to \$ 4.00 /SY. This will result in a total net deduction of \$ 4200.00 for Item #4. This unit price change reflects an approval to use 6" stakes rather than 10" stakes as originally shown in the Bid Drawings. An updated detail is attached to this memorandum.
4. The quantity for Item #6 Earthwork was agreed to be reduced from 35,000 CY to 25,000 CY with the unit price remaining at \$3.15/CY. This results in a total net deduction of \$31,500.00 for Item #6.
5. Item #11 Seeding was agreed to be removed from the contract. As a result, Specification 329200 is not applicable to the project and will be removed from Contract Document. This results in a total net deduction of \$26,880.00 for Item #11.

Based on above changes to the project, prior to Contract Execution, the net deduction for all above items is \$ 96,180.00 which results in a new Total Bid Price of \$ 167,862.75.

This Memorandum of Understanding shall become a part of Contract Documents, which revises the bid submitted on December 11, 2017.

IN WITNESS WHEREOF, to indicate agreement to the above, the undersigned has executed this Memorandum of Understanding as of this the 13<sup>th</sup> day of December, 2017.

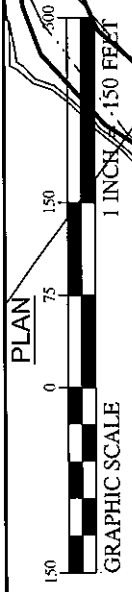
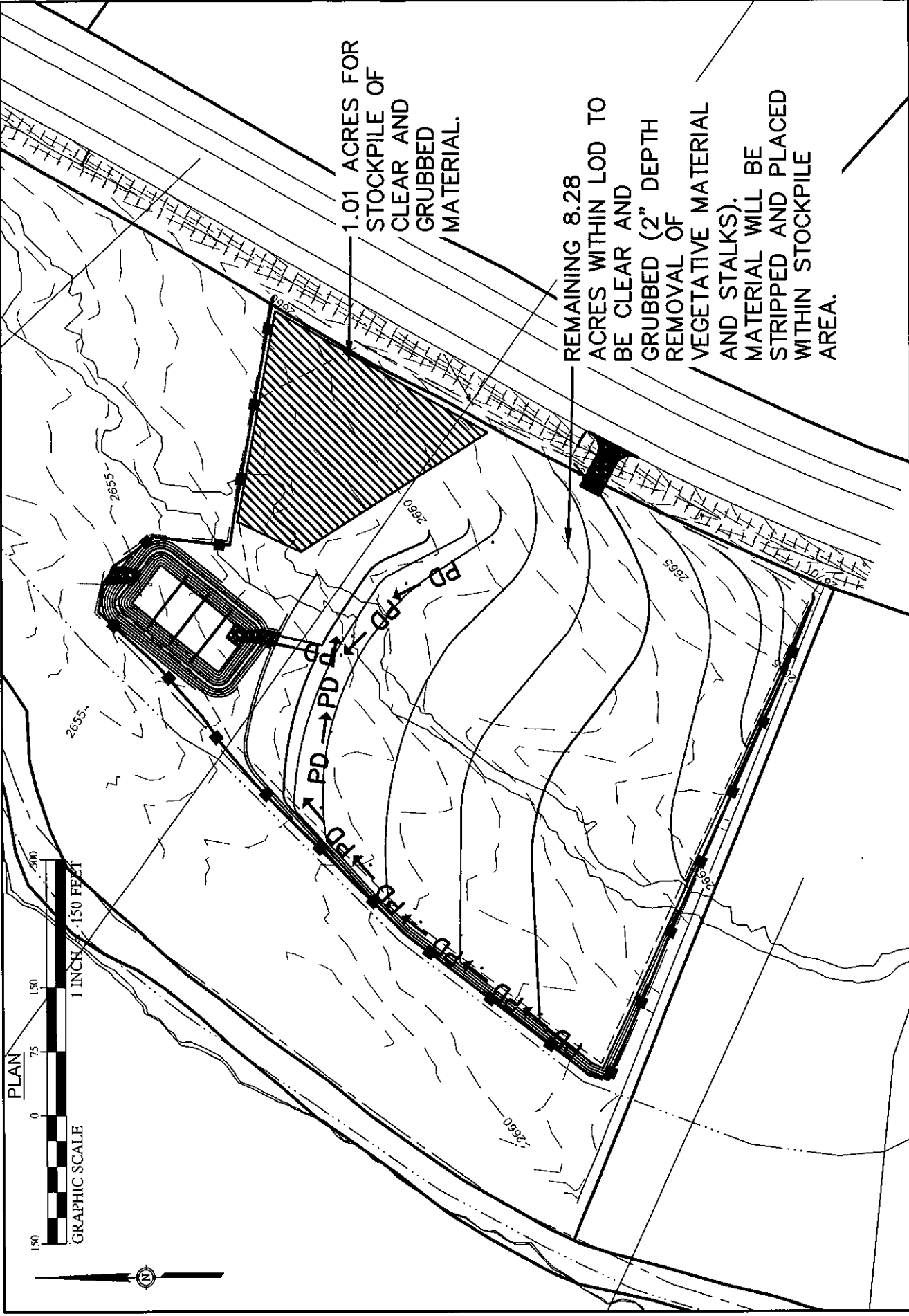
**AVCON USA, LLC**  
a North Carolina limited liability company

By: **Avcon USA, LLC**  
a North Carolina limited liability company

By: 

Enclosures:

Revised Drawing and Detail, Sheet R-1 and R-2 dated December 13, 2017



1.01 ACRES FOR STOCKPILE OF CLEAR AND GRUBBED MATERIAL.

REMAINING 8.28 ACRES WITHIN LOD TO BE CLEAR AND GRUBBED (2" DEPTH REMOVAL OF VEGETATIVE MATERIAL AND STALKS). MATERIAL WILL BE STRIPPED AND PLACED WITHIN STOCKPILE AREA.

SHEET  
R-1

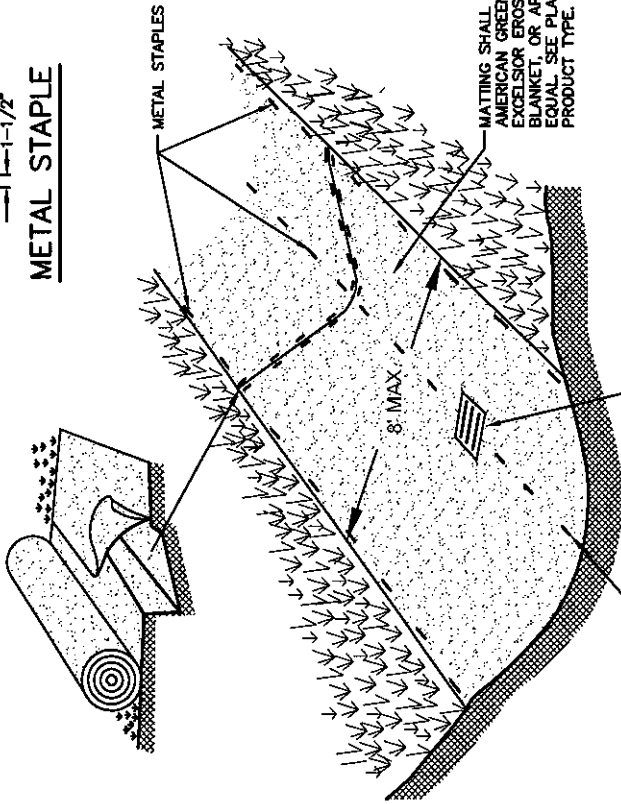
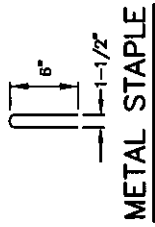
CLEARING AND GRUBBING

JOB NO.: 17.00158  
DATE: DECEMBER 13, 2017  
DESIGNED BY: MC  
CADD BY: CB  
DESIGN REVIEW:  
CONST. REVIEW:  
FILE NAME:  
17.00158-Design.dwg

JONATHAN CREEK  
SOIL RECLAMATION PROJECT  
**HAYWOOD COUNTY**  
HAYWOOD COUNTY, NORTH CAROLINA

**McGill**  
ASSOCIATES  
ENGINEERING-PLANNING-FINANCE  
50 BROAD STREET, ASHTONVILLE, NC 28601 PH 828.255.0100 FAX 828.255.0105

BURY THE TOP END OF THE MAT IN A TRENCH 4" OR MORE IN DEPTH. TAMP THE TRENCH FULL OF SOIL SECURE WITH ROW OF STAPLES. 10" SPACING, 4" DOWN FROM THE TRENCH. OVERLAP END OF TOP STRIP 4" AND STAPLE.



ALLOW 3" MIN. OVERLAP BETWEEN PARALLEL STRIPS OR AS SPECIFIED BY MANUFACTURER, WHICHEVER IS GREATER

NOTES:

1. INSTALLATION OF MATTING SHALL CONFORM TO MANUFACTURER'S REQUIREMENTS.
2. SEE PLAN FOR CHANNEL DIMENSIONS.

PERMANENT SWALE W/ EROSION CONTROL MATTING



UPDATED MARCH, 2017  
NOT TO SCALE

**McGill**  
ASSOCIATES  
ENGINEERING-PLANNING-FINANCE  
55 HIGDON STREET ASHEVILLE, NC 28801 TEL: 628-252-8070 FAX: 628-252-8078

JONATHAN CREEK  
SOIL RECLAMATION PROJECT  
**HAYWOOD COUNTY**  
HAYWOOD COUNTY, NORTH CAROLINA

JOB NO.: 17.00158  
DATE: DECEMBER 13, 2017  
DESIGNED BY: MC  
CHECKED BY: OR  
CONSULT REVIEW: —  
FILE NAME: 17.00158-Design.dwg

REVISED DETAIL

SHEET  
R-2



**Notice of Award**

Date: December 18, 2017

Project: Jonathan Creek Soil Reclamation Project

Owner: Haywood County

Owner's Contract No.:

Contract: Jonathan Creek Soil Reclamation Project

Engineer's Project No.: 17.00158

Bidder: Avcon USA, LLC

Bidder's Address: 120 Miller Street

Waynesville, NC 28786

You are notified that your Bid dated December 8, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Jonathan Creek Soil Reclamation Project.

The Contract Price of your Contract is one hundred sixty-seven thousand, eight hundred two dollars and 75 cents (\$167,802.75).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and other documents as specified.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Haywood County  
Owner  
By: [Signature]  
Authorized Signature  
Chairman, Board of Commissioners  
Title

**ACCEPTED**  
Avcon USA, LLC  
Contractor  
By: [Signature]  
Authorized Signature  
President/Managing Mgr.  
Title



**MODIFIED AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Haywood County (“Owner”) and  
Avcon USA, LLC (“Contractor”).

Effective Date of Agreement: December 18, 2017

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- 1.02 Construction includes providing erosion control, grading, and compaction of fill soil disposed at the site by others.

**ARTICLE 2 – ENGINEER**

- 2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 – CONTRACT TIMES**

- 3.01 *Time of the Essence*
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Dates for Substantial Completion and Final Payment*
  - A. The Work will be substantially completed within 90 calendar days, and completed and ready for final payment in accordance with the Modified General Conditions within 110 calendar days.

### 3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$100.00** for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$100.00** for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:
- A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work, or as a lump sum pay item on the Bid Schedule.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied on the Bid Schedule for the project.
- C. The stipulated price shall be **\$167,802.75** as described in the Memorandum of Understanding and Notice of Award included in the Contract documents.

## ARTICLE 5 – PAYMENT PROCEDURES

### 5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified General Conditions.

### 5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A

of the Modified General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified General Conditions.
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Modified General Conditions and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations and covenants unto Owner as part of this Agreement:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and 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. Contractor 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. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor shall ensure that the project will be constructed in accordance with Governmental Permits issued in connection with the project.
- K. Contractor shall be duly licensed at all times during the performance of the work as required by the Contract.
- L. Contractor is hereby required to be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes concerning e-verification at the time of entering the Contract and at all times during the performance of this Contract. All subcontractors utilized by Contractor are likewise required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes concerning e-verification at the time of entering this Contract and at all times during the performance of this Contract. Contractor shall take necessary steps to include this provision in all contracts with its subcontractors who will perform any portion of the work covered by this Contract.
- M. Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statutes 143-6A-4 and certifies compliance with North Carolina General Statute 143C-6A-5(a). Contractor shall not utilize any subcontractor found on the State Treasurer's Final Divestment List in accordance with North Carolina General Statute 143C-6A-5(b).

## ARTICLE 7 – MISCELLANEOUS

### 7.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Modified General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.06 *Hold Harmless Clause*

- A. The Contractor agrees to indemnify, hold harmless, and defend the County, its present and future affiliates, officers, members, employees, and agents from and against any and all third-party liabilities, claims, penalties, forfeitures, suits, and the costs and expenses related thereto including costs of defense, settlement, and reasonable attorney fees, which the County may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or any violation of governmental laws, regulations, or orders caused by the negligent or willful act or omission of Contractor, its employees, agents, or servants in the performance of the Work under this Agreement. However, the Contractor shall not be required to indemnify the County for any matter to the extent that it is due in whole, or in part, to the negligence, willful misconduct or wrongful act of the County.
  
- B. The Contractor agrees to indemnify and hold harmless the County, its present and future officers, agents, servants, and employees from and against any and all suits, sections, legal proceedings, claims, demands, damages, costs, orders (including consent and clean-up orders) and expenses (including engineer and attorney fees) arising from third-party claims for personal injury, including death or disease, and property damage, including environmental contamination, to the extent resulting from willful misconduct, negligent acts, or omissions of the Contractor, its officers, agents, servants and employees related to or arising from Contractor's performance under this Contract.

7.07 *Governing Law*

- A. This Agreement will be governed by and construed according to the laws of the State of North Carolina. The venue of any action by either party to this Agreement to enforce their respective rights hereunder against the other party shall be the General Court of Justice, Superior Court Division for Haywood County, North Carolina.



## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
  2. Performance bond
  3. Payment bond
  4. Other bonds
  5. Notice of Award
  6. Modified General Conditions
  7. Specifications as identified in the table of contents of the bound Project Manual.
  8. Drawings consisting of sheets with each sheet bearing the following general title:  
Jonathan Creek Soil Reclamation Site dated November 2017.
  9. Addenda.
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Contractor's Bid Schedule
    - c. Memorandum of Understanding dated December 13, 2017
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Orders

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER:

Haywood County

By: 

Title: CHAIRMAN Board of Commissioners

Attest: 

Title: Clerk to the Board

Address for giving notices:

215 North Main Street

Waynesville, North Carolina 28746

CONTRACTOR

Axicon USA LLC

By: 

Title: PRES/Managing Dir

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

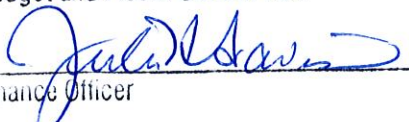
Title: Witness

Address for giving notices:

120 Miller St.  
Waynesville, NC 28786

License No.: 71101

This agreement has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

  
Finance Officer

**PERFORMANCE BOND**

CONTRACTOR (name and address):

AVCON USA, LLC  
 120 Miller Street  
 Waynesville, NC 28786

OWNER (name and address):

Haywood County  
 215 North Main Street  
 Waynesville, NC 28746

CONSTRUCTION CONTRACT

Effective Date of the Agreement: December 18, 2017

Amount: \$167,802.75 One Hundred Sixty Seven Thousand Eight Hundred Two Dollars and 75/100

Description (name and location): Jonathan Creek Soil Reclamation Project

SURETY (name and address of principal place of business):

Westfield Insurance Company  
 P.O. Box 5001  
 Westfield Center, OH 44251-5001

**BOND**

Bond Number: 8675523

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): December 19, 2017

Amount: \$167,802.75 One Hundred Sixty Seven Thousand Eight Hundred Two Dollars and 75/100

Modifications to this Bond Form:  None  See Paragraph 16

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

**CONTRACTOR AS PRINCIPAL**

AVCON USA, LLC \_\_\_\_\_ (seal)

Contractor's Name and Corporate Seal

By: [Signature]  
 Signature

Print Name: Scott D. Mathers

Title: President

Attest: [Signature]  
 Signature

Office Administrator  
 Title

**SURETY**

Westfield Insurance Company \_\_\_\_\_

Surety's Name and Corporate Seal

By: [Signature]  
 Signature (attach power of attorney)

Print Name: Scott D. Mathers

Title: Attorney-in-Fact

Attest: [Signature]  
 Signature Michelle A. Adams

Bond Representative  
 Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



**PAYMENT BOND**

CONTRACTOR (name and address):

AVCON USA, LLC  
 120 Miller Street  
 Waynesville, NC 28786  
 OWNER (name and address):  
 Haywood County  
 215 North Main Street  
 Waynesville, NC 28746

SURETY (name and address of principal place of business):

Westfield Insurance Company  
 P.O. Box 5001  
 Westfield Center, OH 44251-5001

CONSTRUCTION CONTRACT

Effective Date of the Agreement: December 18, 2017  
 Amount: \$167,802.75 One Hundred Sixty Seven Thousand Eight Hundred Two Dollars and 75/100  
 Description (name and location): Jonathan Creek Soil Reclamation Project

BOND

Bond Number: 8675523  
 Date (not earlier than the Effective Date of the Agreement of the Construction Contract): December 19, 2017  
 Amount: \$167,802.75 One Hundred Sixty Seven Thousand Eight Hundred Two Dollars and 75/100  
 Modifications to this Bond Form:  None  See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

AVCON USA, LLC (seal)  
 Contractor's Name and Corporate Seal

Westfield Insurance Company  
 Surety's Name and Corporate Seal

By: [Signature]  
 Signature

By: [Signature]  
 Signature (attach power of attorney)

[Signature]  
 Print Name

Scott D. Mathers  
 Print Name

[Signature]  
 Title

Attorney-in-Fact  
 Title

Attest: [Signature]  
 Signature

Attest: [Signature]  
 Signature Michelle A. Adams

[Signature]  
 Title

Bond Representative  
 Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.



12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

General Power of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Scott D. Mathers, SEVERALLY.

of Raleigh and State of NC their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -

Surety Bond Number: 8675523  
Principal: AVCON USA, LLC  
Obligee: Haywood County

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The 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 of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the 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 signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 19th day of December, A.D., 2017.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus,  
National Surety Leader and Senior Executive

did

State of Ohio  
County of Medina ss.:

On this 19th day of December, A.D., 2017, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:   
David A. Kotulak, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 19th day of December A.D., 2017.

BPOAC (0:



By:   
Frank Carrino, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stanberry Insurance Agency 715 E. Main St. PO Box 577 Sylva NC 28779	<b>CONTACT NAME:</b> Robert Nowakowski <b>PHONE (A/C, No, Ext):</b> (828) 452-1341 <b>FAX (A/C, No):</b> (828) 452-2538 <b>E-MAIL ADDRESS:</b> bnowakowski@stanberry-ins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Gemini Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Progressive Insurance Group</td> <td>38784</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER D: Carolina Casualty Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Insurance Company		INSURER B: Progressive Insurance Group	38784	INSURER C: RSUI Indemnity Company		INSURER D: Carolina Casualty Ins Co		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> AVCON USA, LLC 120 Miller St Waynesville NC 28786														

**COVERAGES**                      **CERTIFICATE NUMBER:** Master 17-18                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	VGGP002616	4/15/2017	4/15/2018	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 0 Deductible \$5,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	07931594 5	4/15/2017	4/15/2018	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Deductible \$0.00
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM-Including PD \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	NEA079093	4/15/2017	4/15/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excluded on WC: Sara McCoy & George McLaughlin

Certificate Holder is also Additional Insured per contractual agreement.

<b>CERTIFICATE HOLDER</b> Haywood County 215 North Main Street Waynesville, NC 28786	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Nowakowski/RAN



Notice to Proceed

Date: December 18, 2017

Project: Jonathan Creek Soil Reclamation Project	
Owner: Haywood County	Owner's Contract No.:
Contract: Jonathan Creek Soil Reclamation Project	Engineer's Project No.: 17.00158
Contractor: Avcon USA, LLC	
Contractor's Address: 120 Miller Street	
Waynesville, NC 28786	

You are notified that the Contract Times under the above Contract will commence to run on December 19, 2017. On or before the 10<sup>th</sup> day following this date, you are to commence work and start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is March 19, 2018, and the date of Final Completion is April 9, 2018.

AVCON USA, LLC  
Contractor  
[Signature]  
Authorized Signature  
Project Managing Mgr.  
Title  
12-18-17  
Date

[Signature] Haywood County  
Owner  
Given by:  
[Signature]  
Authorized Signature  
Chairman Board of Commissioners  
Title  
12-18-17  
Date

EJCDC C-550 Notice to Proceed

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.





ORIGINAL

# Purchase Order

Fiscal Year 2018

Page 1 of 1

Revisions 000

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **00180545-000**

Expiration Date 06/30/2018

BILL TO

ADMIN  
 HAYWOOD COUNTY ADMINISTRATION  
 215 N MAIN STREET -THIRD FLOOR  
 COURTHOUSE  
 WAYNESVILLE, NC 28786

Delivery must be made within doors of specified destination.

VENDOR

0  
 AVCON USA, LLC  
 120 MILLER ST  
 WAYNESVILLE, NC 28786

SHIP TO

ADMIN  
 HAYWOOD COUNTY ADMINISTRATION  
 215 N MAIN STREET -THIRD FLOOR  
 COURTHOUSE  
 WAYNESVILLE, NC 28786

Vendor Phone Number 828-926-5059X5		Vendor Fax Number 800-304-4267		Requisition Number		Delivery Reference GRADING/COMPACTION	
Date Ordered 01/08/2018		Vendor Number 35146		Date Required		Freight Method/Terms	
						Department/Location ECONOMIC DEVELOPMENT	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	JONATHAN CREEK SOIL RECLAIMATAION PROJECT AS APPROVED BY BOCC 12/18/17 AND PER BID AWARD  ADMIN GRADING/COMPACTIO HAYWOOD COUNTY ADMINISTRATION 215 N MAIN STREET -THIRD FLOOR COURTHOUSE WAYNESVILLE, NC 28786 Phone: 828-452-6625 FAX: 828-452-6715 48 -4920-557000-18JCK	1.0	EA	\$167,802.75000	\$167,802.75		
<b>Purchase Order Total</b>					<b>\$167,802.75</b>		

This agreement has been preaudited in the manner required by the local government budget and fiscal control act.

Terms and Conditions are attached. APPROVED FOR ISSUE.

Finance Officer Signature

VENDOR COPY

Purchasing Agent Signature

