

BID FORM

Jonathan Creek Soil Reclamation Project Haywood County

McGill Project No. 17.00158

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>11-30-17</u>
<u>2</u>	<u>12-01-17</u>
<u>3</u>	<u>12-06-17</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		\$ 14,500.00
1a	Clearing and Grubbing	LS	1		61,671.00
2	Skimmer Sediment Basin	LS	1		24,000.00
3	Permanent Diversion Ditch	LF	1050	# 5.00	5,250.00
4	Slope/Ditch Matting	SY	1200	# 4.00	4800.00
5	Erosion Control Maintenance for County Installed Measures	LS	1		18,000.00
6	Earthwork	CY	35000	# 6.00	210,000.00
7	Undercut Excavation, Remain Onsite	CY	1500	# 50.00	75,000.00
8	Select Backfill	CY	750	\$ 20.00	15,000.00
9	Washed Stone for Base Stabilizaiton	TON	1215	# 35.00	42,525.00
10	Geogrid for Base Stabilization	SY	2250	# 5.00	11,250.00
11	Seeding	LS	1		18,000.00
TOTAL BID PRICE					\$ 499,996.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 75 calendar days after the date when the Contract Times commence to run.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified check, money order, or Bid Bond.
 - B. Completed Bid Schedule
 - C. E-Verify Affidavit
 - D. Iran Divestment Certification

BID BOND

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

BIDDER (Name and Address):

Custom Paving, Inc.
814 Hyatt Creek Road
Waynesville, NC 28786

SURETY (Name, and Address of Principal Place of Business):

Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

OWNER (Name and Address):

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

BID

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

BOND

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

\$ 5%

(Words)

(Figures)

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

BIDDER

SURETY

Custom Paving, Inc. (Seal)

Contractors Bonding and Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: T. Kevin Norris
Signature

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

T. Kevin Norris

Print Name

Scott J. Stanberry

Print Name

President

Title

Attorney-In-Fact

Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Title Corp Secretary

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



Contractors Bonding and Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Bond No. LSM0892276

Know All Men by These Presents:

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

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

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

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

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

ATTEST:

Cherie L. Montgomery
 Cherie L. Montgomery Assistant Secretary



Contractors Bonding and Insurance Company
B. W. Davis
 Barton W. Davis Vice President

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

Gretchen L. Johnnigk
 Gretchen L. Johnnigk Notary Public



BID SCHEDULE

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
1	Mobilization/General Requirements	LS	1		\$ 14,500.00
1a	Clearing and Grubbing	LS	1		61,671.00
2	Skimmer Sediment Basin	LS	1		24,000.00
3	Permanent Diversion Ditch	LF	1050	\$ 5.00	5,250.00
4	Slope/Ditch Matting	SY	1200	\$ 4.00	4,800.00
5	Erosion Control Maintenance for County Installed Measures	LS	1		18,000.00
6	Earthwork	CY	35000	\$ 6.00	210,000.00
7	Undercut Excavation, Remain Onsite	CY	1500	\$ 50.00	75,000.00
8	Select Backfill	CY	750	\$ 20.00	15,000.00
9	Washed Stone for Base Stabilizaiton	TON	1215	\$ 35.00	42,525.00
10	Geogrid for Base Stabilization	SY	2250	\$ 5.00	11,250.00
11	Seeding	LS	1		18,000.00
TOTAL BID PRICE					\$ 499,996.00

HAYWOOD COUNTY
E-VERIFY AFFIDAVIT

STATE OF NC
COUNTY OF HAYWOOD

I, T. KEVIN NORRIS (the individual attesting below), being duly authorized by and on behalf of
CUSTOMPAVING, INC (the entity doing business with Haywood County hereinafter "Employer")

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO X
4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with the Haywood County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This day of , 20 .

T. Kevin Norris

Signature of Affiant
Title: PRESIDENT

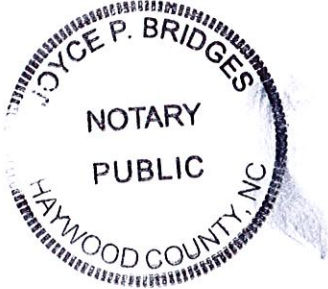
State of NC
County of HAYWOOD

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

Joyce P. Bridges
Notary Public
Print Name: Joyce P. Bridges

My Commission Expires: 06-22 2022

(Affix Official/Notarial Seal)



Iran Divestment Act Certification Form

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

Contract Number: _____

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

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

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

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

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

<u>T. Kevin Norris</u>	<u>12-08-2017</u>
Signature	Date
<u>T. KEVIN NORRIS</u>	<u>PRESIDENT</u>
Printed Name	Title

Notes to persons signing this form:

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

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

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

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

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by: CUSTOM PAVING, INC

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: CUSTOM PAVING, INC (SEAL)

State of Incorporation: N.C.
Type (General Business, Professional, Service, Limited Liability): GENERAL CONTRACTOR

By: T. Kevin Norris
(Signature -- attach evidence of authority to sign)

Name (typed or printed): T. Kevin Norris

Title: President (CORPORATE SEAL)

Attest Juan P. Budge
Corp. Sec.

Date of Authorization to do business in [State Where Project is Located] is North Carolina
06/30/2004

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address 814 Hyatt Creek Rd.
Waynesville, NC 28786

Phone No. 828-456-2883 Fax No. 828-456-3805

SUBMITTED on 12-08-, 2019.

State Contractor License No. 28629.

BIDDING DOCUMENTS

**JONATHAN CREEK
SOIL RECLAMATION PROJECT**

HAYWOOD COUNTY, NORTH CAROLINA



McGill
ASSOCIATES

CONSULTING ENGINEERS
ASHEVILLE, NORTH CAROLINA

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>
_____	_____
_____	_____

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
TOTAL BID PRICE					263,982.75

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 75 calendar days after the date when the Contract Times commence to run.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified check, money order, or Bid Bond.
 - B. Completed Bid Schedule
 - C. E-Verify Affidavit
 - D. Iran Divestment Certification

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: Avcon USA, LLC (SEAL)

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

By: Sara S. Meloy
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Sara S. Meloy

Title: Managing Director (CORPORATE SEAL)

Attest: Debra Trussard

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. 828-906-5059 Fax No. 800-304-4267

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

SUBMITTED on December 8, 2015 2017

State Contractor License No. 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
Avcon USA, LLC (the entity doing business with Haywood County hereinafter "Employer")

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES 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 #FF031595
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 S. 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 and will be updated every 180 days.

Limited Liability Company

Legal Name

AVCON USA, LLC

Information

SosId: 1155004

Status: Current-Active

Annual Report Status: Current

Citizenship: Domestic

Date Formed: 6/17/2010

Fiscal Month: December

Registered Agent: McCoy, Sara S

Addresses

Principal Office

120 Miller Street
Waynesville, NC 28786-3716

Reg Office

120 Miller Street
Waynesville, NC 28786-3716

Mailing

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

Reg Mailing

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

Company Officials

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

Member

Sara Stalaker McCoy
133 Montana Stone Trail
Waynesville NC 28785

Member

George E McLaughlin
80 Winding Waters Drive
Moneta VA 24121

Avcon USA LLC

120 Miller St. Waynesville, NC 28786

Jim McCoy 828-450-5527

Steve Miller Job Foreman 828-421-0424

jim.mccoy@avcon-usa.com

or

rabbitskinexcav@bellsouth.net

NC state contractor Licenses # 71101