

BID FORM

*Francis Farm Landfill
Restrictive Cover Implementation Plan
Haywood County, North Carolina*

14.00708

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**David Francis, County Program Administrator
Haywood County
215 North Main Street
Waynesville, North Carolina 28786**

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

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>
1	01/17/2020
2	01/28/2020
3	01/30/2020
4	01/30/2020
5	02/07/2020
6	02/28/2020

- 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

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

UNIT PRICE BID

See attached Bid Schedule

SECTION A - BASE BID

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/General Requirements (3% Maximum)	1	LS	\$255,000.00	\$255,000.00
2	Demolition	1	LS	\$176,000.00	\$176,000.00
3	Clearing and Grubbing	1	LS	\$90,000.00	\$90,000.00
4	Seeding, Fertilizing, and Mulching	1	LS	\$205,000	\$205,000.00
5	Silt Fence	6,000	LF	\$3.25	\$19,500.00
6	Super Silt Fence	400	LF	\$24.00	\$9,600.00
7	Construction Entrance	2	EA	\$5,800.00	\$11,600.00
8	Erosion Control Matting	145,200	SY	\$2.40	\$348,480.00
9	Riprap Check Dams	30	EA	\$650.00	\$19,500.00
10	Wattles	40	EA	\$110.00	\$4,400.00
11	Pipe Inlet Protection	5	EA	\$1,200.00	\$6,000.00
12	Structure Inlet Protection	7	EA	\$650.00	\$4,550.00
13	Temporary Skimmer Basins	2	EA	\$9,600.00	\$19,200.00
14	Permanent Stormwater/Sediment Control Pond	2	EA	\$120,000	\$240,000.00
15	Riprap (All Types) w/ Filter Fabric Underlayment	2,500	Ton	\$80.00	\$200,000.00
16	6' Inner Fence	5,450	LF	\$37.00	\$201,650.00
16A	4'X6' Single Swing Chain Link Gate	3	EA	\$1,300.00	\$3,900.00
16B	12'X6' Double Swing Chain Link Gate	4	EA	\$2,000.00	\$8,000.00
16C	20'X6' Double Swing Chain Link Gate	1	EA	\$2,500.00	\$2,500.00
16D	24'X6' Double Swing Chain Link Gate	1	EA	\$3,200.00	\$3,200.00
17	Outer Fence	3,200	LF	\$30.00	\$96,000.00
17A	4'X4' Single Swing Chain Link Gate	2	EA	\$1,100.00	\$2,200.00
17B	12'X4' Double Swing Chain Link Gate	2	EA	\$1,700.00	\$3,400.00
18	CABC Stone	3,450	Ton	\$55.00	\$189,750.00
19	I19.0B Intermediate Course	950	Ton	\$179.00	\$170,050.00
20	S9.5B Superpave Surface Course	850	Ton	\$197.00	\$167,450.00
21	Retaining Wall	1	LS	\$100,000.00	\$100,000.00
22	Guardrail	660	LF	\$45.00	\$29,700.00
23	Terrace/Ditch Toe Drain	4,400	LF	\$35.00	\$154,000.00
24	Earthwork	1	LS	\$998,000.00	\$998,000.00
25	Soil Screening	1	LS	\$1,175,000.00	\$1,175,000.00
26	Rock Excavation	500	CY	\$70.00	\$35,000.00
27	Remove and Replace Unsuitable Material	1,000	CY	\$13.00	\$13,000.00
28	30-inch Vegetative Support Layer	855,000	SF	\$0.60	\$513,000.00
29	40-mil LLDPE Textured Liner	855,000	SF	\$0.61	\$521,550.00
30	8-ounce Double-Sided Geocomposite	945,000	SF	\$0.90	\$850,500.00
31	Permanent Liner Edge	1	LS	\$180,000.00	\$180,000.00
32	Liner Edge Marker	34	EA	\$560.00	\$19,040.00
33	Groundwater MW15 Well Protection	1	LS	\$15,000.00	\$15,000.00
34	Bi-Axial Geogrid	5,400	SY	\$4.35	\$23,490.00
35	Raising Wellhead: LFG only	13	EA	\$7,700.00	\$100,100.00
36	Raising Wellhead: LFG & leachate	8	EA	\$23,500.00	\$188,000.00
37A	4" HDPE Leachate Collection/Landfill Gas Piping	2,200	LF	\$28.00	\$61,600.00
37B	6" HDPE Leachate Collection/Landfill Gas Piping	4,000	LF	\$32.00	\$128,000.00
37C	8" HDPE Leachate Collection/Landfill Gas Piping	1,950	LF	\$38.00	\$74,100.00
38	6" Butterfly Valve	4	EA	\$5,900	\$23,600.00
39	Cleanouts - HDPE Leachate Collection Piping	7	EA	\$3,200.00	\$22,400.00
40	LFG Flare Station Restart	1	LS	\$18,100.00	\$18,100.00
41	1,000 Gallon Septic Tank W/ Effluent Filter	1	LS	\$8,800	\$8,800.00
42	Duplex Package Pump Station	1	LS	\$85,000.00	\$85,000.00
43	Septic Tank Abandonment	1	LS	\$3,000.00	\$3,000.00
44	2" HDPE Force Main	100	LF	\$80.00	\$8,000.00
45	3" HDPE Force Main	1,100	LF	\$27.00	\$29,700.00
46	Air Release Valve	1	EA	\$8,500.00	\$8,500.00
47A	15-inch HDPE Pipe	140	LF	\$55.00	\$7,700.00
47B	18-inch HDPE Pipe	120	LF	\$62.00	\$7,440.00
47C	30-inch HDPE Pipe	55	LF	\$170.00	\$9,350.00
47D	36-inch HDPE Pipe	270	LF	\$135.00	\$36,450.00
48	Stormwater Concrete Headwall	8	EA	\$2,600.00	\$20,800.00

49	Flared End Section	1	EA	\$2,200.00	\$2,200.00
50	Stormwater Junction Box	2	EA	\$4,500.00	\$9,000.00
51	Stormwater Catch Basin	4	EA	\$4,500.00	\$18,000.00
52	Stormwater Open Throat Inlet	1	EA	\$4,400.00	\$4,400.00
53	Connection to Existing Catch Basin	1	EA	\$1,600.00	\$1,600.00
54	Asphalt Curb	240	LF	\$23.00	\$5,520.00
55A	2" PVC Conduit	5,000	LF	\$18.00	\$90,000.00
55B	3" PVC Conduit	210	LF	\$47.00	\$9,870.00
56	Remove and Replace Soil Contaminated With Waste	600	CY	\$20.00	\$12,000.00
57	Relocate Existing Yard Hydrant	1	LS	\$2,400	\$2,400.00
					\$8,079,840.00
58	Erosion Control Cash Allowance	1	LS	\$50,000.00	\$50,000.00
					\$50,000.00
59	Stream Crossing	1	LS	\$770,000.00	\$770,000.00
					\$8,899,840.00

Addendum No.3
January 30,2020

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.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 330 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 365 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. List of Proposed Subcontractors
- ✓ C. Completed Bid Schedule
- D. Affidavit of Compliance – North Carolina – E-Verify Statutes
- E. (List other documents as pertinent)

ARTICLE 8 – BID SUBMITTAL

This Bid Submitted By:

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: Morgan Corp. _____ (SEAL)

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

By: *Robert P. Mina*
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Robert P. Mina

Title: Vice President of Estimating

Attest *Lavone Davis*

Date of Authorization to do business in [State Where Project is Located] is 10/22/1980





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 1800 East Main Street
Duncan, SC 29334

Phone No. (864) 433-8800 Fax No. (864) 433-8808

SUBMITTED on March 10, 2020.

State Contractor License No. 12289.

BID BOND

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

BIDDER (Name and Address):

Morgan Corp.
P.O. Box 3555
Spartanburg, SC 29304

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

Haywood County
215 North Main St.
Waynesville, NC 28786

BID

Bid Due Date: March 10, 2020

Project (Brief Description Including Location):

Francis Farm Landfill Restrictive Cover Implementation Plan - Project No. 14.00708

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): March 10, 2020

Penal sum	<u>Five Percent of Amount Bid</u>	<u>5%</u>
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Morgan Corp.
Bidder's Name and Corporate Seal

(Seal) Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title VP - ESTIMATING



[Signature]
Signature and Title Donna K. Ashley
(Each Power of Attorney) Attorney-in-Fact

Attest: [Signature]
Signature and Title Lavone Davis

Attest: [Signature]
Signature and Title Jennifer C. Hoehn Attorney-In-Fact

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company
 Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Donna K. Ashley of **Charlotte, NC**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Morgan Corp.
Obligee: Haywood County

Project Description: Francis Farm Landfill Restrictive Cover Implementation Plan - Project No. 14.00708

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th day of May, 2019.**



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th day of May, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of March, 2020.



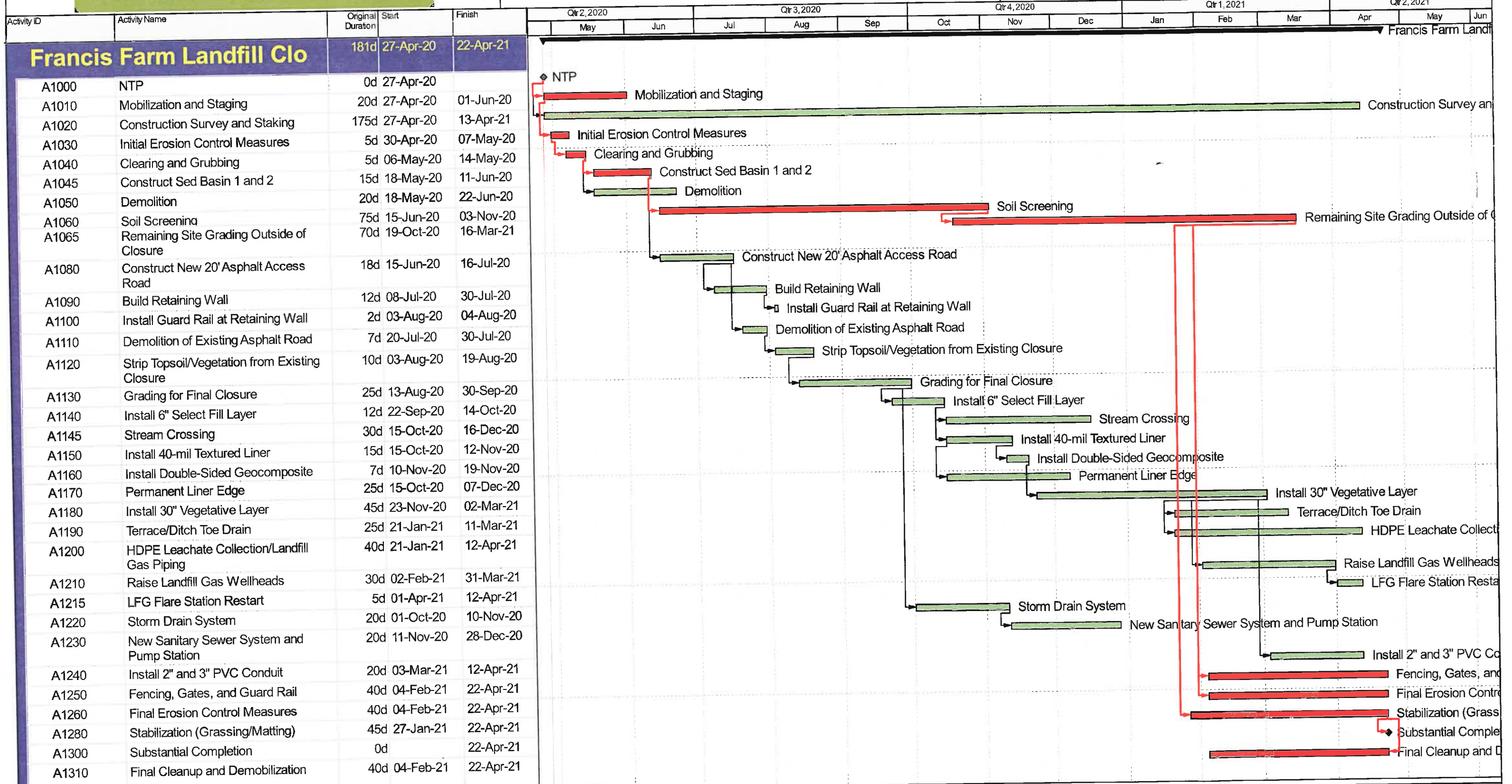

 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Francis Farm Landfill Closure Preliminary Construction Schedule

26-Feb-20



█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Date	Revision	Checked	Approved

AFFIDAVIT of COMPLIANCE

With N.C. E-Verify Statutes

STATE OF NORTH CAROLINA

I, Robert P. Mina (hereinafter the "Affiant"), duly authorized by and on behalf of Morgan Corp. (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the Vice President of Estimating (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 10 day of March, 2020.

Affiant *Robert P. Mina*

SOUTH CAROLINA
STATE OF NORTH CAROLINA COUNTY OF Spartanburg

Sworn to and subscribed before me, this the 10 day of March, 2020.

Christa Allen

Notary Public

My commission expires: 6/8/28





NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

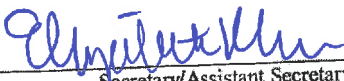
By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

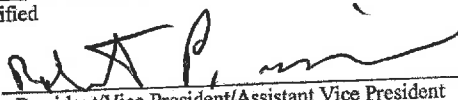
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Morgan Corp.
Full name of Corporation

1800 East Main Street, Duncan, SC 29334
Address as Prequalified

Attest 
Secretary/Assistant Secretary
Select appropriate title

By 
President/Vice President/Assistant Vice President
Select appropriate title

Elizabeth R. Epps
Print or type Signer's name

Robert P. Mina
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
10 day of March 2020
Christa Allen
Signature of Notary Public
of Spartanburg County
State of South Carolina
My Commission Expires: 6-8-28



NOTARY SEAL





DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.


**CERTIFIED COPY OF RESOLUTION
OF THE BOARD OF DIRECTORS OF
MORGAN CORP.**

I certify that I am the Secretary of Morgan Corp., a South Carolina corporation, that the following is a true copy of resolutions adopted by the Board of Directors of the Corporation by unanimous written consent, having the same legal effect as adoption at a meeting, on January 9, 2017, that Rita D. Brown is currently Secretary and Treasurer of the Corporation and that this resolution has not been amended or rescinded:

RESOLVED, that effective January 9, 2017, Robert P. Mina, an employee of the Corporation is hereby appointed or re-appointed to the position of Vice President of Estimating.

RESOLVED FURTHER, that the person holding the position of Vice President of Estimating and with the Corporation is hereby authorized and empowered to sign bids, bid bonds, construction contracts, amendments and other related documents and to perform thereunder, on behalf of the Corporation; this authorization is in addition to his regular and customary duties and responsibilities as an employee and the Vice President of Estimating; that said Vice President of Estimating is further designated as attorney in fact of the Corporation for any purposes referenced herein.

Signed by me and sealed for the Corporation this 9th day of January, 2017.


Rita D. Brown
its Secretary and Treasurer

SWORN to before me this 9th day
of January, 2017

Diana Scoggin (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 22, 2021



