

BID FORM

Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project Haywood County

McGill Project No. 18.00162

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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 Site & Dennis Farm Borrow Area 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>5/31/19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </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
Section 1 - Earthwork					
1	Mobilization/General Requirements	LS	1	20,000.00	20,000.00
2	Earthwork	CY	33500	7.30	244,550.00
3	Additional 15,000 CY Earthwork	CY	15000	7.50	112,500.00
4	Erosion Control Cash Allowance	LS	1	\$10,000.00	\$10,000.00
Section 2 - Dennis Farm Site					
5	Clearing and Grubbing	LS	1	16,176.00	16,176.00
6	Erosion Control Measures	LS	1	22,210.00	22,210.00
6a	Rock Excavation	CY	200	50.00	10,000.00
7	SC250 Slope Matting	SY	5650	2.60	14,690.00
8	Seeding	LS	1	7,878.00	7,878.00
Section 3 - Jonathan Creek Site					
9	Clearing and Grubbing	LS	1	64,970.00	64,970.00
10	Demolition	LS	1	5,940.00	5,940.00
11	Erosion Control Measures	LS	1	31,485.00	31,485.00
12	Undercut Excavation, Remain Onsite	CY	1500	6.00	9,000.00
13	Select Backfill	CY	750	10.00	7,500.00
14	Washed Stone for Base Stabilization	TON	1215	36.00	43,740.00
15	Geogrid for Base Stabilization	SY	2250	6.00	13,500.00
16	Seeding	LS	1	35,451.00	35,451.00
TOTAL BID PRICE					669,590.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete within 90 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 110 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): _____

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: NHM CONSTRUCTORS, LLC (SEAL)

State of Incorporation: NC

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

By: William M. Newman
(Signature -- attach evidence of authority to sign)

Name (typed or printed): WILLIAM M. NEWMAN

Title: MEMBER/MANAGER (CORPORATE SEAL)

Attest Myself

Date of Authorization to do business in North Carolina is 12 / 11 / 12

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 PO Box 6385
ASHEVILLE, NC 28816

Phone No. (828) 670-6652 Fax No. (828) 670-6636

SUBMITTED on 6/6, ~~2015~~ [✓] 2019

State Contractor License No. 72707

HAYWOOD COUNTY
E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, WILLIAM M. NEWMAN (the individual attesting below), being duly authorized by and on behalf of
NHM CONSTRUCTORS, 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 6th day of JUNE, 2019.

William M. Newman

Signature of Affiant WILLIAM M. NEWMAN

Title: MEMBER/MANAGER

State of NORTH CAROLINA

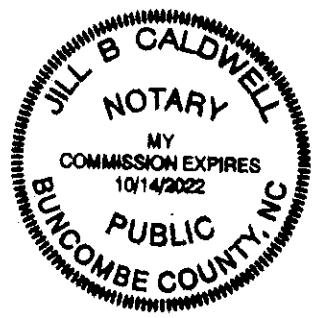
County of BUNCOMBE

Signed and sworn to (or affirmed) before me, this the 6
day of June, 2019.

Jill B. Caldwell
Notary Public
Print Name: Jill B. Caldwell

My Commission Expires: Oct. 14, 2022

(Affix Official/Notarial Seal)



Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: 18.00162

Contract Number: 18.00162

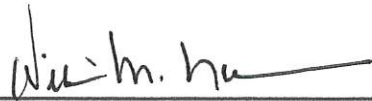
Name of Vendor, Bidder or Contractor: NHM Constructors, LLC

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.

	6/6/19
Signature	Date
WILLIAM M. NEWMAN	MEMBER / MANAGER
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.

BID BOND

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

BIDDER (Name and Address):

NHM Constructors, LLC
P. O. Box 6385
Asheville, NC 28816

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

Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

OWNER (Name and Address):

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

BID

Bid Due Date: June 6, 2019

Description: Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project

BOND

Bond Number: Bid Bond

Date: June 6, 2019

Penal sum Five Percent of Amount 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

NHM Constructors, LLC (Seal)

Philadelphia Indemnity Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

William M. Newman

By:

Debra S. Ritter

Signature

Signature (Attach Power of Attorney)

WILLIAM M. NEWMAN

Debra S. Ritter

Print Name

Print Name

MEMBER / MANAGER

Attorney-In-Fact

Title

Title

Attest:

Angela M. Yount

Attest:

Angela M. Yount

Signature

Signature Angela M. Yount

Title CONTROLLER

Title Senior Surety Account Manager

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

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

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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of 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 the 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 the 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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Bradford W. Gibson, Angela M. Yount, Debra S. Ritter, Martin D. Pallazza, Raymond J. Garruto, Jenny Snell, H. Thomas Dawkins, Wendy E. Lahm, and Robert C. Tresher of A Marsh McLennan Agency, LLC Company of the City of Charlotte in the State of North Carolina, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

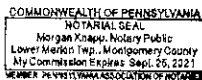
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of June, 2019.


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY