

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>
<u>One (1/17/2020)</u>	<u>Four (1/31/2020)</u>
<u>Two (1/28/2020)</u>	<u>Five (2/7/2020)</u>
<u>Three (1/30/2020)</u>	<u>Six (2/28/2020)</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

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

UNIT PRICE BID

See attached Bid Schedule

Restrictive Cover Implementation
Francis Farm Landfill, Haywood County, NC

SECTION A - BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/General Requirements (3% Maximum)	1	LS	185,630.00	185,630.00
2	Demolition	1	LS	127,250.00	127,250.00
3	Clearing and Grubbing	1	LS	101,880.00	101,880.00
4	Seeding, Fertilizing, and Mulching	1	LS	60,000.00	60,000.00
5	Silt Fence	6,000	LF	3.30	19,800.00
6	Super Silt Fence	400	LF	12.50	5,000.00
7	Construction Entrance	2	EA	6,562.50	13,125.00
8	Erosion Control Matting	145,200	SY	1.88	272,600.00
9	Riprap Check Dams	30	EA	1,462.50	43,875.00
10	Wattles	40	EA	187.50	7,500.00
11	Pipe Inlet Protection	5	EA	1,200.00	6,000.00
12	Structure Inlet Protection	7	EA	1,178.60	8,250.20
13	Temporary Skimmer Basins	2	EA	25,500.00	51,000.00
14	Permanent Stormwater/Sediment Control Pond	2	EA	70,375.00	140,750.00
15	Riprap (All Types) w/ Filter Fabric Underlayment	2,500	Ton	79.15	197,875.00
16	6' Inner Fence	5,450	LF	23.90	130,255.00
16A	4'X6' Single Swing Chain Link Gate	3	EA	1,000.00	3,000.00
16B	12'X6' Double Swing Chain Link Gate	4	EA	1,718.80	6,875.20
16C	20'X6' Double Swing Chain Link Gate	1	EA	2,250.00	2,250.00
16D	24'X6 Double Swing Chain Link Gate	1	EA	2,875.00	2,875.00
17	Outer Fence	3,200	LF	18.80	60,160.00
17A	4'X4' Single Swing Chain Link Gate	2	EA	875.00	1,750.00
17B	12'X4' Double Swing Chain Link Gate	2	EA	2,062.50	4,125.00
18	CABC Stone	3,450	Ton	53.33	183,988.50
19	I19.0B Intermediate Course	950	Ton	153.29	145,625.50
20	S9.5B Superpave Surface Course	850	Ton	166.18	141,253.00
21	Retaining Wall	1	LS	71,000.00	71,000.00
22	Guardrail	660	LF	56.82	37,501.20
23	Terrace/Ditch Toe Drain	4,400	LF	23.40	102,960.00
24	Earthwork	1	LS	932,250.00	932,250.00
25	Soil Screening	1	LS	756,250.00	756,250.00
26	Rock Excavation	500	CY	69.38	34,690.00
27	Remove and Replace Unsuitable Material	1,000	CY	15.50	15,500.00
28	30-inch Vegetative Support Layer	855,000	SF	0.58	495,900.00
29	40-mil LLDPE Textured Liner	855,000	SF	0.51	436,050.00
30	8-ounce Double-Sided Geocomposite	945,000	SF	0.76	718,200.00
31	Permanent Liner Edge	1	LS	75,630.00	75,630.00
32	Liner Edge Marker	34	EA	518.40	17,625.60
33	Groundwater MW15 Well Protection	1	LS	3,630.00	3,630.00
34	Bi-Axial Geogrid	5,400	SY	8.40	45,360.00
35	Raising Wellhead: LFG only	13	EA	6,163.50	80,125.50
36	Raising Wellhead: LFG & leachate	8	EA	3,000.00	24,000.00
37A	4" HDPE Leachate Collection/Landfill Gas Piping	2,200	LF	10.97	24,134.00
37B	6" HDPE Leachate Collection/Landfill Gas Piping	4,000	LF	12.75	51,000.00
37C	8" HDPE Leachate Collection/Landfill Gas Piping	1,950	LF	17.56	34,242.00
38	6" Butterfly Valve	4	EA	3,687.50	14,750.00

Restrictive Cover Implementation
Francis Farm Landfill, Haywood County, NC

39	Cleanouts - HDPE Leachate Collection Piping	7	EA	2,464.30	17,250.10
40	LFG Flare Station Restart	1	LS	11,250.00	11,250.00
41	1,000 Gallon Septic Tank W/ Effluent Filter	1	LS	18,250.00	18,250.00
42	Duplex Package Pump Station	1	LS	82,750.00	82,750.00
43	Septic Tank Abandonment	1	LS	7,250.00	7,250.00
44	2" HDPE Force Main	100	LF	13.80	1,380.00
45	3" HDPE Force Main	1,100	LF	21.90	24,090.00
46	Air Release Valve	1	EA	7,500.00	7,500.00
47A	15-inch HDPE Pipe	140	LF	27.20	3,808.00
47B	18-inch HDPE Pipe	120	LF	32.30	3,876.00
47C	30-inch HDPE Pipe	55	LF	83.00	4,565.00
47D	36-inch HDPE Pipe	270	LF	60.70	16,389.00
48	Stormwater Concrete Headwall	8	EA	3,296.90	26,375.20
49	Flared End Section	1	EA	3,000.00	3,000.00
50	Stormwater Junction Box	2	EA	3,500.00	7,000.00
51	Stormwater Catch Basin	4	EA	4,531.30	18,125.20
52	Stormwater Open Throat Inlet	1	EA	5,750.00	5,750.00
53	Connection to Existing Catch Basin	1	EA	5,187.50	5,187.50
54	Asphalt Curb	240	LF	12.50	3,000.00
55A	2" PVC Conduit	5,000	LF	6.70	33,500.00
55B	3" PVC Conduit	210	LF	17.90	3,759.00
56	Remove and Replace Soil Contaminated With Waste	600	CY	13.13	7,878.00
57	Relocate Existing Yard Hydrant	1	LS	8,250.00	8,250.00
					6,213,673.70

58	Erosion Control Cash Allowance	1	LS	\$50,000.00	\$50,000.00
					\$50,000.00

59	Stream Crossing	1	LS	542,000.00	542,000.00
					542,000.00

					6,805,673.70
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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: T&K CONSTRUCTION LLC (SEAL)

State of Incorporation: Alabama

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

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

Name (typed or printed): Tim Tucker

Title: Managing Member (CORPORATE SEAL)

Attest  _____

Date of Authorization to do business in North Carolina [State Where Project is Located] is 3/30/2004

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 235 County Road 1242

Vinemont, Alabama 35179

Phone No. (256) 734-6611 Fax No. (256) 734-4977

SUBMITTED on March 10, _____, 2020 .

State Contractor License No. 55999 .

BID BOND

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

BIDDER (Name and Address): T&K Construction, LLC
235 County Rd. 1242
Vinemont, AL 35179

SURETY (Name, and Address of Principal Place of Business):
Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address): Haywood County
215 N. Main Street
Waynesville, NC 28786

BID

Bid Due Date: March 3, 2020

Description (Project Name— Include Location): Francis Farm Landfill Restrictive Cover Implementation Paln

BOND

Bond Number: bid bond

Date: March 3, 2020

Penal sum five percent of the amount bid § 5% of amt. bid
(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

T&K Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By: 
Signature

Tim Tucker
Print Name

Managing member
Title

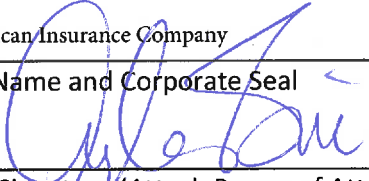
Attest: 
Signature

Project Manager
Title

SURETY

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Angela Boie

Print Name

Attorney IN Fact

Title

Attest: Andrea Leach
Signature

Andrea Leach, witness

Title

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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **SEVEN**

No. 0 20746

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FRED FISHER MASON POPE	ALL OF	ALL
TODD A. THOMPSON ANGELA BOIE	NASHVILLE, TENNESSEE	\$100,000,000
FREDERIC B. BUTLER MICHAEL W. WELLS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of OCTOBER, 2019
Attest
GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

Mark Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 4TH day of OCTOBER, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of March, 2020



Stephen C. Beraha
Assistant Secretary

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.

**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

T&K CONSTRUCTION LLC

Full name of Corporation

235 County Road 1242, Vinemont, AL 35179

Address as Prequalified

Attest Josh Kent
~~Secretary/Treasurer~~
Select appropriate title

By Tim Tucker
~~President/Off. President/Assistant Vice President~~
Select appropriate title

Josh Kent, Managing Member
Print or type Signer's name

Tim Tucker, Managing Member
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
10th day of March 2020.

Sinda Stivers
Signature of Notary Public

of Cullman County

State of Alabama

My Commission Expires: 12/12/2023

NOTARY SEAL

AFFIDAVIT of COMPLIANCE

With N.C. E-Verify Statutes

STATE OF NORTH CAROLINA

I, Tim Tucker (hereinafter the "Affiant"), duly authorized by and on behalf of T&K Construction LLC (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

- 1. I am the Managing Member (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.

 X 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 10th day of March, 2020.
Affiant *Tim Tucker*

~~STATE OF NORTH CAROLINA~~ ALABAMA COUNTY OF CULLMAM

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

Linda Stevens [SEAL]

Notary Public

My commission expires: 12/12/2023

T & K Construction LLC

235 County Road 1242
Vinemont, AL 35179
Office (256) 734-6611
Fax: (256) 734-4977

FRANCIS FARMS LANDFILL RESTRICTIVE COVER IMPLEMENTATION

List of Subcontractors

March 10, 2020

PROPOSED SUBCONTRACTORS

SCOPE OF WORK	SUBCONTRACTOR
ASPHALT PAVING	WNC PAVING INC
EROSION CONTROL	JACKSON LANDSCAPING
FENCE & GUARDRAIL	BULLINGTON CONSTRUCTION
GRASSING	STATE CONSTRUCTION
SYNTHETIC LINER INSTALLATION	HALLATON, INC