



February 1, 2016

Michael D. Lee
Contracts/Projects Coordinator
Gaston County Public Works Department
P.O. Box 1578
Gastonia, NC 28053

**Subject: Designer's Award Recommendation
George Poston Park Greenway
NCDOT TIP: EB-5533**

Dear Mr. Lee:

Bids were opened on January 29, 2016 for the above referenced project. The final engineer's estimate is \$641,094.10. The low base bid was submitted by Country Boy Landscaping, Inc. in the total amount of \$624,444.44. Upon further analysis of the bid, it was determined that the bidder made an error on the total amount of bid item #15. Per NCDOT Standard Specification 103-2, the total amount is to be corrected based upon the unit price entered. The error did not change the base bid. This bid is 2.6% lower than the final engineer's estimate.

Stewart has conducted an item-by-item review of the bids and has concluded that Country Boy Landscaping, Inc. has prepared a responsive bid. It is the designer's recommendation to accept the base bid for this project.

Summary of Accepted Bid:

Base Bid	\$ 624,444.44
Total Construction Value	\$ 624,444.44

Please find the attached final bid tabulation, copies of the low bid proposal forms, and bid bond. The original copies of the bidding documents will be sent to the County of Gaston.

Sincerely,

Graham Bruns, PE



**GASTON COUNTY
CONTRACT PROPOSAL**

**NCDOT TIP: EB-5533, WBS: 50048.3.1, FA#: STPEB-1213(30)
COUNTY: GASTON**

DESCRIPTION: GEORGE POSTON PARK GREENWAY - THE PROJECT GENERALLY INCLUDES 0.57 TOTAL MILES OF PAVED GREENWAY TRAIL, PARKING LOT AND ACCESS ROAD CONSTRUCTION, AND ASSOCIATED CLEARING, DRAINAGE, EROSION CONTROL, AND SIGNAGE.

DATE OF SECOND ADVERTISEMENT: JANUARY 8, 2015

REVISED BID OPENING: JANUARY 29, 2016, 2:00 PM (LOCAL TIME), GASTON COUNTY COURTHOUSE, PUBLIC WORKS OFFICE, SUITE 1051, 325 MARTIN LUTHER KING JR. WAY (FORMERLY N. MARIETTA STREET), GASTONIA, NC 28053

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

Countryside Boy Landscaping, Inc.
NAME OF BIDDER
P.O. Box 290 Harmony, NC 28034
ADDRESS OF BIDDER

**RETURN BIDS TO: MICHAEL LEE
ATTENTION: GASTON COUNTY PUBLIC WORKS
POSTON PARK PHASE III BIDS
P.O. BOX 1578
325 MARTIN LUTHER KING JR. WAY
SUITE 1051
GASTONIA, NC 28053**

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

Contract No. EB-5533
County GASTON

Rev. 11-1-12

STATE OF NORTH CAROLINA
GASTON COUNTY
GASTONIA, NC

BID BOND

Principal: Country Boy Landscaping, Inc.
Name of Principal Contractor
Surety: The Guarantee Company of North America USA
Name of Surety
Contract Number: EB-5533 County: Gaston
Date of Bid: January 29, 2016

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto GASTON COUNTY in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if GASTON COUNTY shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until GASTON COUNTY makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to GASTON COUNTY as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the 29th day of January, 2016

The Guarantee Company of North America USA

Surety

By

Ronda W. Bush
General Agent or Attorney-in-fact signature

Ronda W. Bush

Print or type Signer's Name

Seal of Surety

Contract No. EB-5533
County GASTON

Rev. 11-1-12

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville, NC 28625

Address as prequalified

By Chris C Carter
Signature of President, ~~Vice President, Assistant Vice President~~
Select appropriate title

Chris C Carter
Print or type Signer's name



Attest

Joyce J. Wright
Signature of Secretary, Assistant Secretary
Select appropriate title

Joyce J. Wright
Print or type Signer's name



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin Stubbe, James W. Knauff, Ronda W. Bush
Hub International Midwest Limited

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, or otherwise. regulation, contract

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 29th day of *July*, 2016

Randall Musselman, Secretary



LISTING OF DBE SUBCONTRACTORS

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	Sheet	of	** Dollar Volume of Item
Name	Hunting Creek Construction Inc	22	2'-6" Curb & Gutter	25.00		2	20350.00
Address	356 Sheffield Rd	23	concrete curb ramp	1900.00			3800.00
Name	Harmony, NC 280634	24	5" concrete firecurb	36.00			15640.00
Address							
Name							
Address							
Name							
Address							
Name							
Address							
Name							
Address							

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.

LISTING OF DBE SUBCONTRACTORS

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	Sheet <u>2</u> of <u>2</u>	** Dollar Volume of Item
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ 39,810.00
 Percentage of Total Contract Bid Price 0 %

** - Must have entry even if figure to be entered is zero.

** - *If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent. If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.

Contract No. 50048.3.1
County Gaston

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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 CONTRACTOR

Country Boy Landscaping, Inc.
Full name of Corporation

P.O. Box 290 Harmony, NC 28634
Address as Prequalified

Attest Joyce J. Wright
Secretary/Assistant Secretary
Select appropriate title

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

Joyce J. Wright
Print or type Signer's name

Chris C. Carter
Print or type Signer's name



AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
25th day of January 2016

Hannah E Harrell
Signature of Notary Public

of Rowan County

State of North Carolina

My Commission Expires: Sept. 15, 2019



PROPOSAL

**TO: COUNTY MANAGER AND COMMISSIONERS
OF GASTON COUNTY, NORTH CAROLINA**

FROM: BIDDER Country Boy Landscaping, Inc.

ADDRESS P.O. Box 290
Harmony, NC 28634

DATE OF BID: January 25, 2015 ecc

The undersigned hereby signifies that it is ~~their~~ (his/their) intention and purpose to enter into a formal Contract with GASTON COUNTY, N.C. to furnish all labor, materials, tools, equipment, apparatus, supplies, etc., required and to do all the work necessary for and because of the construction, erection, and/or installation of the proposed

**GEORGE POSTON PARK GREENWAY
NCDOT TIP: EB-5533**

for GASTON COUNTY, N.C. in accordance with the Consulting Engineers' Specifications; the terms of the **Notice to Bidders** (copy of which is bound herein); the foregoing Instructions to Bidders, General Conditions and Specifications; this Proposal; the following forms of Contract and Bonds; and the Plans and/or Drawings, including Addenda Nos. * 1; and pursuant with the requirements of the Notice and Instructions to Bidders. There is deposited, herewith, cash, a certified check in the amount of: _____

Bid Bond Dollars (\$ _____),

or a Bid Bond in the amount of five percent of the total aggregate amount of this Bid made payable to the County Manager and Commissioners of GASTON COUNTY, the same to be refunded to the undersigned under the conditions of and in accordance with the terms of this Proposal which are as follows:

* Fill in appropriate Addenda number.

THAT: The undersigned has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The undersigned has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The undersigned will provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Engineer under them, in a first class manner.

THAT: The Contract is to be awarded to the lowest responsible, responsive bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

THAT: On being awarded the Contract, the undersigned will execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent of the Contract price, as security for the faithful performance of the Contract.

THAT: The undersigned shall submit, in the blank spaces provided, all data efficiencies, guarantees, and other information called for.

THAT: The undersigned shall submit, herewith, Drawings or Cuts and Specifications showing and describing in detail the equipment, material, and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the County Manager and Commissioners of GASTON COUNTY, the certified check, in the amount of Bid Bond Dollars (\$ _____) or the five percent Bid Bond, deposited herewith will be returned to the undersigned.

THAT: Should the Owner accept this Proposal and the undersigned fail or neglect to execute the Contract and furnish the required Bonds within fifteen days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the cash or certified check, in the amount of _____ Bid Bond Dollars (\$ _____) or the Bid Bond deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond.

THAT: The undersigned will complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date specified in the Notice to Proceed.

THAT: The undersigned proposes to enter into a Contract in accordance with this Proposal and the Contract Documents included herein, for the price, or prices, shown on the following pages. Bidder acknowledges that the following quantities are approximate only and are given as the basis for comparison of Bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the General and Supplemental Conditions.

THE FOLLOWING FORMS AND DOCUMENTATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS.

1. Proposal
2. Certified List of Material Manufacturers
3. Certification Affidavit
4. Contractor's Certificates Affidavit of Organization and Authority and Sworn Statement
5. Non-Discrimination Clause
6. E-Verify Affidavit
7. Acknowledgement
8. Notice To Contractor Regarding Intrusions Beyond Project Limits
9. Execution of Bid-Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification
10. Listing of DBE Subcontractors
11. Documentation of NCDOT prequalification shall be provided with the bid as a separate attachment.

BASE PROPOSAL

**GEORGE POSTON PARK GREENWAY
NCDOT TIP: EB-5533**

(BID FORM)

BID FOR UNIT PRICE CONTRACT

Bidder agrees to perform all work described in the specifications and shown on the Contract Drawings for the unit prices listed below.

GEORGE POSTON PARK GREENWAY BASE BID

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
1	0000100000-N	800	MOBILIZATION	1	LS	\$52500. ⁰⁰	\$52500. ⁰⁰
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	\$9388. ⁰¹	\$9388. ⁰¹
3	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM (AS-CONSTRUCTED SURVEY)	1	LS	\$2500. ⁰⁰	\$2500. ⁰⁰
4	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (COLLAPSIBLE BOLLARD)	1	EA	\$1400. ⁰⁰	\$1400. ⁰⁰
5	0043000000-N	226	GRADING	1	LS	\$259000. ⁰⁰	\$259000. ⁰⁰
6	0057000000-E	226	UNDERCUT EXCAVATION	200	CY	\$20. ⁰⁰	\$4000. ⁰⁰
7	0192000000-N	260	PROOF ROLLING	8	HR	\$250. ⁰⁰	\$2000. ⁰⁰
8	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	100	CY	\$48. ⁰⁰	\$4800. ⁰⁰
9	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	315	SY	\$2.25	\$708. ⁷⁵
10	0241000000-E	SP	GENERIC GRADING ITEM (GEOTEXTILE SEPERATOR FABRIC)	6432	SY	\$3. ⁰⁰	\$19296. ⁰⁰
11	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	304	LF	\$44. ⁰⁰	\$13376. ⁰⁰
12	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	26	LF	\$48. ⁰⁰	\$1248. ⁰⁰
13	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	54	LF	\$75. ⁰⁰	\$4050. ⁰⁰
14	1077000000-E	SP	#57 STONE	20	TON	\$33. ⁰⁰	\$660. ⁰⁰
15	1121000000-E	520	AGGREGATE BASE COURSE	2018	TON	\$22. ⁰⁰	\$44326. ⁰⁰
16	1519000000-E	610	ASPHALT CONC SURFACE COURSE,TYPE S9.5B	560	TON	\$60. ⁰⁰	\$33600. ⁰⁰
17	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	35	TON	\$500. ⁰⁰	\$17500. ⁰⁰
18	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$1300. ⁰⁰	\$5200. ⁰⁰
19	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	8	LF	\$300. ⁰⁰	\$2400. ⁰⁰

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
20	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	3	EA	\$ 1000. ⁰⁰	\$ 3000. ⁰⁰
21	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	1	EA	\$ 1000. ⁰⁰	\$ 1000. ⁰⁰
22	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	814	LF	\$ 25. ⁰⁰	\$ 20350. ⁰⁰
23	2605000000-N	848	CONCRETE CURB RAMP	2	EA	\$ 1900. ⁰⁰	\$ 3800. ⁰⁰
24	2738000000-E	848	GENERIC PAVING ITEM (5" CONCRETE GREENWAY)	435	SY	\$ 36. ⁰⁰	\$ 15660. ⁰⁰
25	2759000000-N	SP	GENERIC PAVING ITEM (CONCRETE WHEEL STOPS)	2	EA	\$ 125. ⁰⁰	\$ 250. ⁰⁰
26	3575000000-E	SP	GENERIC FENCING ITEM (DIAMOND RAIL FENCE)	1104	LF	\$ 24. ⁰⁰	\$ 26496. ⁰⁰
27	3575000000-E	SP	GENERIC FENCING ITEM (TREE PROTECTION FENCE)	3064	LF	\$ 2.25	\$ 6894. ⁰⁰
28	3578000000-N	SP	GENERIC FENCING ITEM (METAL VEHICULAR GATE)	2	EA	\$ 3000. ⁰⁰	\$ 6000. ⁰⁰
29	3628000000-E	876	RIP RAP, CLASS I	25	TON	\$ 34. ⁰⁰	\$ 850. ⁰⁰
30	3649000000-E	876	RIP RAP, CLASS B	36	TON	\$ 34. ⁰⁰	\$ 1224. ⁰⁰
31	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	95	SY	\$ 2.25	\$ 213. ⁷⁵
32	4025000000-E	901	CONTRACTOR FURNISHED, TYPE "E" SIGN	82	SF	\$ 15. ⁰⁰	\$ 1230. ⁰⁰
33	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	166	LF	\$ 5. ⁰⁰	\$ 830. ⁰⁰
34	4102000000-N	904	SIGN ERECTION, TYPE E	26	EA	\$ 80. ⁰⁰	\$ 2080. ⁰⁰
35	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE E (GROUND MOUNTED)	1	EA	\$ 150. ⁰⁰	\$ 150. ⁰⁰
36	4399000000-N	1105	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 8900. ⁰⁰	\$ 8900. ⁰⁰
37	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	50	LF	\$ 17. ⁰⁰	\$ 850. ⁰⁰
38	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	948	LF	\$ 1. ⁰⁰	\$ 948. ⁰⁰
39	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	2	EA	\$ 100. ⁰⁰	\$ 200. ⁰⁰
40	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM (HANDICAP PARKING SYMBOL)	2	EA	\$ 100. ⁰⁰	\$ 200. ⁰⁰
41	6000000000-E	1605	TEMPORARY SILT FENCE	3500	LF	\$ 3. ⁰⁰	\$ 10500. ⁰⁰
42	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	35	TON	\$ 34. ⁰⁰	\$ 1190. ⁰⁰
43	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	75	TON	\$ 34. ⁰⁰	\$ 2550. ⁰⁰
44	6012000000-E	1610	SEDIMENT CONTROL STONE	85	TON	\$ 33. ⁰⁰	\$ 2805. ⁰⁰
45	6015000000-E	1615	TEMPORARY MULCHING	3	ACR	\$ 800. ⁰⁰	\$ 2400. ⁰⁰

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
46	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300	LB	\$ 2.00	\$ 600.00
47	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	2	TON	\$ 400.00	\$ 800.00
48	6029000000-E	SP	SAFETY FENCE	200	LF	\$ 2.00	\$ 400.00
49	6030000000-E	1630	SILT EXCAVATION	90	CY	\$ 0.01	\$ 0.90
50	6036000000-E	1631	MATTING FOR EROSION CONTROL	4000	SY	\$ 4.00	\$ 16000.00
51	6038000000-E	SP	PERMANENT SOIL REINFORCEMENTMAT	425	SY	\$ 6.00	\$ 2550.00
52	6042000000-E	1632	1/4" HARDWARE CLOTH	125	LF	\$ 8.00	\$ 1000.00
53	6071010000-E	SP	WATTLE	300	LF	\$ 10.00	\$ 3000.00
54	6084000000-E	1660	SEEDING & MULCHING	3	ACR	\$ 0.01	\$ 0.03
55	6132000000-N	SP	GENERIC EROSION CONTROL ITEM (EA)(CONCRETE WASHOUT STRUCTURE)	1	EA	\$ 1500.00	\$ 1500.00

BASE BID TOTAL \$ 624,444.44

Contractor Country Boy landscaping, Inc
(Print)

Note: Proposal signature required on Page ____

CERTIFIED LIST OF MATERIAL MANUFACTURERS

The Bidder, Country Boy Landscaping Inc., as part of the procedure for the submission of Bids on this project known as GEORGE POSTON PARK GREENWAY, submits the following list of Material Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Contractor or as required by the Owner based upon review of Contractor's submittals:

MATERIALS	MANUFACTURER/SUPPLIER
Asphalt	
Concrete	Concrete Supply Inc.

It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions or substitutions to this Certified list without the consent of the Owner.

CERTIFIED LIST OF SUBCONTRACTORS

The Bidder, Country Boy Landscaping Inc., as part of the procedure for the submission of Bids on this project known as GEORGE POSTON PARK GREENWAY, submits the following list of Subcontractors to be used in the performance of work to be done on said Project. The list of Subcontractors shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Contractor or as required by the Owner based upon review of Contractor's submittals:

ITEM	SUBCONTRACTOR
Asphalt Paving	TB Be
	Determined

It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions or substitutions to this Certified list without the consent of the Owner.

CERTIFICATION AFFIDAVIT

THE PRIOR INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

NAME OF SIGNER: Chris C. Cartner
(Please Print or Type)

TITLE OF SIGNER: President
(Please Print or Type)

SIGNATURE: Chris C

DATE: January 25, 2016

BID SECURITY:

Accompanying this Proposal is a (a) Bid Bond in the amount of (b) \$ 5%.

NOTE: (a) Insert the words "bank draft", "certified check", "bid bond" as the case may be.

(b) Amount must be equal to at least five percent of the Total Base Bid.

CONTRACTOR'S LICENSE:

The undersigned certifies that (he/they) they are (is/are) licensed as a Contractor under the specific State law regulating their (his/their) particular trade and that the number of their (his/their) license, under which (he/they) they are (is/are) now operating is 67108.

LIQUIDATED DAMAGES:

The undersigned agrees, further, that the Owner may retain those amounts indicated below from the amount of Compensation due the undersigned, under the terms of the Contract, for each and every day that the work remains incomplete beyond the completion date specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

Total
Liquidated
Damages
\$600 per day

No Contractor shall have a claim against the Owner as a result of other construction Contractor's lack of progress or project completion.

PROPOSAL SIGNATURE: (Signature required on Page __)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of NC, which operates under the legal name of:

Country Boy Landscaping, Inc.

and the full names of its officers are as follows:

President Christopher C. Cartner

Secretary/Treasurer Joyce I. Wright

Manager N/A

and it does have a corporate seal. The President is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken See Attachment, a certified copy of which is hereto attached. (Strike out this last sentence if not applicable.)

PARTNERSHIP:

The Bidder is a partnership consisting of individual partners whose full names are as follows:

The partnership does business under the legal name of:

Country Boy Landscaping, Inc.
P.O. Box 290
Harmony, NC 28634
(704) 924-9330 (Office)
(704) 924-9332 (Fax)

Owner: Chris C. Cartner

To: Gaston County

Re: George Poston Park Greenway Project

Date: January 6, 2016

Dear Sirs,

Chris C. Cartner is the president of Country Boy Landscaping, Inc. and has the authority to sign the bid for the above referenced project. I have attached a document showing that he is the listed officer and registered agent for our company.

Sincerely,

Ellie W. Cartner

Ellie W. Cartner
Vice President

Hannah E. Harrell

NOTARY PUBLIC

State: North Carolina

County: Rowan

My commission expires: Sept. 15, 2019



(Sign Below)

Dated January 25th, 201~~8~~⁹.

Country Boy Landscaping, Inc.
Legal Entity

(Sign Here) By: *Chris Carter*

Chris C. Carter
(Printed Name)



Subscribed and sworn to before me this 25th day of January, 201~~8~~⁹.

Hannah E. Harrell
Notary Public

My Commission Expires:
Sept. 15, 2019



**CONTRACTOR'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND
SWORN STATEMENT**

STATE OF North Carolina

COUNTY OF Iredell

Chris C. Cartner being the first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION:

The Bidder is a Corporation organized and existing under the laws of the State of NC and its President is Chris C. Cartner; its Secretary is Joyce L. Wright, and it does have a corporate seal. The President is authorized to sign construction contracts and bids for the company by action of its Board of Directors taken See Attachment a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP:

The Bidder is a partnership consisting of _____ and _____, partners doing business under the name of: _____

3. SOLE TRADER:

The Bidder is an individual and if operating under a trade name, such trade name is as follows: _____

4. ADDRESS:

The business address of the Bidder is as follows:
P.O. Box 290 Harmony, NC 28634

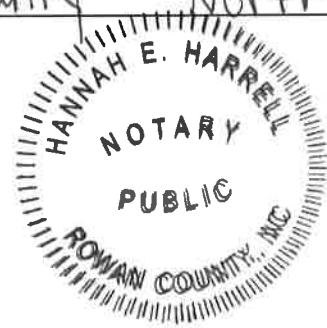
Its phone number is 704-924-9330

Bidder Country Boy Landscaping, Inc.
By: Chic

Subscribed and sworn to before me this 25th day of January 2016.

Hannah E. Harrell co. Rowan County North Carolina
Notary Public

My Commission Expires:
Sept. 15, 2019



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GASTON

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a bid for contract or desire to enter into a contract with GASTON COUNTY;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

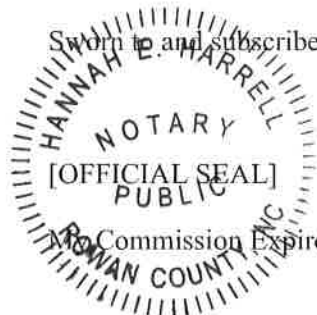
After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: Hunting Creek Construction Inc.

This the 25th day of January, 2018.

Chic
Affiant



Sworn to and subscribed before me, this the 25th day of January, 2018.

Hannah E Harrell
Powson Co., Notary Public

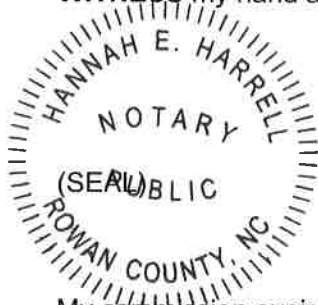
ACKNOWLEDGMENT
See Instructions Below

Use the following form for acknowledgment signature by a Corporation:

NORTH CAROLINA
GASTON COUNTY

I, Hannah E. Harrell, a Notary Public in and for the aforesaid State and County, certify that Chris C. Cartner personally appeared before me this day and acknowledged that he is (Asst.) Secretary of Country Boy Landscaping, Inc. a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its Corporate Seal, and attested by himself as its (Asst.) Secretary.

WITNESS my hand and notarial seal this 25th day of January, 2016.



Hannah E. Harrell
Notary Public

My commission expires: Sept. 15, 2019

Use the following form for acknowledgment signature by an individual:

NORTH CAROLINA
GASTON COUNTY

I, the undersigned Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Owner hereby acknowledge that the Owner has acquired permanent and temporary easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE CITY WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR GASTON COUNTY. Accordingly, the Contractor will be solely responsible for such actions and hereby agrees to hold harmless and indemnify the City from all actions, claims, liabilities, including the payment of attorney's fees, arising from such actions.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the City in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from GASTON COUNTY and its Contract with GASTON COUNTY, and that the Contractor will be solely responsible for activities carried out on such areas.

I have read and understand GASTON COUNTY's policy as stated above.

Chris C. Cartner
Signature

Chris C. Cartner
Printed Name

President
Title

1-25-2016
Date