HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING

DATE OF REQUEST: February 02, 2016

FROM: Dale Burris, Director of Facilities and Maintenance

MEETING DATE REQUESTED: February 15, 2016
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT: Haywood County Emergency Medical Services/Emergency Management Base.

REQUEST: Approve contract between Haywood County and John Burgin Construction for the construction of the new Haywood County Emergency Services/Emergency Management Facility

BACKGROUND: On January 19, 2016 the Haywood County Board of Commissioners awarded the Haywood County, Waynesville Emergency Services/Emergency Management Facility to John Burgin Construction LLC based on the lowest, responsibly, responsive bidder for a negotiated amount $1,990,000.00.

IMPLEMENTATION PLAN: Approve construction project contract between Haywood County and John Burgin Construction LLC. for the negotiated amount of $1,990,000.00.

FINANCIAL IMPACT STATEMENT: Ms. Julie Davis, Haywood County Finance Director.

SUPPORTING ATTACHMENTS: YES __X___ NO _____ HOW MANY? __1___

LIST: AIA Document A101 – 2007 construction contract, which includes the Performance & Payment Bond, Attachment "A" Bid Proposal (dated January 6, 2016), Attachment "B" Haywood EMS Value Engineering (dated January 26, 2016).

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES _____ NO _____X___

PERSON MAKING PRESENTATION AT MEETING: Dale Burris

TITLE: Director of Facilities and Maintenance
PHONE NUMBER: 452-6651
E-MAIL: dburris@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

_____

_____

_____

_____

In an effort to save paper, attachments should be copied on both front and back sides.

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **First (1st)** day of **February** in the year **2016.**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Haywood County
215 North Main Street
Waynesville, NC 28786

and the Contractor:
(Name, legal status, address and other information)

John Burgin Construction, LLC
275 Wildcat Mountain Road
Waynesville, NC 28786

for the following Project:
(Name, location and detailed description)

Haywood County Emergency Medical Service & Emergency Management Facility located at 141 Hemlock Street, Waynesville, NC 28786
Adaptable reuse of the remaining portion of the former NC DOC campus.....project consists of construction of a new 13,228 SF building with six (6) Emergency Management Bays; five (5) drive-thru Ambulance Bays; five (5) sleep rooms with shared kitchen & living areas; offices, conference room, storage rooms & a weight room. The site includes staff parking & driveway access.

The Architect:
(Name, legal status, address and other information)

PFA Architects, PA
30 Choctaw Street
Asheville, NC 28801

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement will be issued in a Notice To Proceed by the Owner through the Architect.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve **FINAL** Completion of the entire Work not later than **Three Hundred Sixty-Five (365) consecutive calendar** days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated Damages, in the amount of $500 per each consecutive calendar day, will be imposed on the responsible contractor(s) for time overrun. The Architect will be the judge as to the division of responsibility for the overrun (should more than one contractor be responsible) in recommending to the Owner damages to be imposed. (Refer to Supplementary General Requirements in Project Manual Section 01 0100, pg. 1, Article 1.03A.4).

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall **Not Exceed One Million, Nine Hundred Ninety Thousand Dollars & no/100 ($ 1,990,000.00),** subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid dated January 6, 2016 (Refer to Attachment "A")	**$2,149,000.00**
Less Negotiations/Value Engineering dated January 26, 2016 (Refer to Attachment "B")	**<$ 159,000.00>**
REVISED CONTRACT AMOUNT (NTE)	**$1,990,000.00**

§ 4.3 Unit prices, if any: **N/A**
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)
§ 4.4 Allowances included in the Contract Sum, if any: **N/A**
(Identify allowance and state exclusions, if any, from the allowance price.)

Signage Allowance	**$3,000**

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **Last** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Fifteenth** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above,

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payment shall be made by the Owner not later than **Ten (10)** days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five** percent (**5** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five** percent (**5** %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall not be reduced.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)
Haywood County Facilities & Maintenance Department
215 N. Main Street
Waynesville, NC 28786
Phone: 828-452-6651
Email:

§ 8.4 The Contractor's representative:
(Name, address and other information)

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John Burgin, Owner
John Burgin Construction, LLC
275 Wildcat Mountain Road
Waynesville, NC 28786
Phone: 828-452-1070
Email:

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract **are located in the Project Manual dated November 6, 2015.**

(Table deleted)
§ 9.1.4 The Specifications: **are located in the Project Manual dated November 6, 2015.**
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Haywood County
Emergency Medical Services
(Table deleted)
141 Hemlock Street
Waynesville, NC

§ 9.1.5 The Drawings **are all listed below with corresponding dates as follows:**
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

GENERAL

CS1.0 APPENDIX B	**dated 11/06/2015**
LS1.0 LIFE SAFETY PLANS	**dated 11/06/2015**
- SURVEY	

CIVIL

C201 SITE & LANDSCAPE PLAN	**dated REV 2 – 12/22/2015**
C301 GRADING & EROSION CONTROL PLAN	**dated REV 2 – 12/22/2015**
C601 UTILITY PLAN	**dated REV 2 – 12/22/2015**
C921 SITE DETAILS	**dated REV 2 – 12/22/2015**
C931 GRADING, EROSION CONTROL, STORM DRAINAGE DETAILS	**dated REV 2 – 12/22/2015**
C941 STORM DRAINAGE DETAILS	**dated REV 2 – 12/22/2015**
C961 WATER DETAILS	**dated REV 2 – 12/22/2015**
C962 SEWER DETAILS	**dated REV 2 – 12/22/2015**

ARCHITECTURAL

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A0.1 EXISTING SITE DEMO PLAN	dated REV 1 – 11/20/2015
A1.1 REFERENCE PLANS	dated REV 1 – 11/20/2015
A1.2 DIMENSION PLANS	dated REV 1 – 11/20/2015
A1.3 REFLECTED CEILING PLANS	dated REV 1 – 11/20/2015
A1.4 ROOF PLAN	dated REV 1 – 11/20/2015
A2.1 DOOR SCHEDULE, TYPES, & DETAILS	dated REV 1 – 11/20/2015
A2.2 WINDOW ELEVATIONS	dated REV 1 – 11/20/2015
A3.1 BUILDING ELEVATIONS	dated REV 1 – 11/20/2015
A4.1 BUILDING SECTIONS	dated REV 1 – 11/20/2015
A5.1 SECTION DETAILS	dated REV 1 – 11/20/2015
A5.2 SECTION DETAILS	dated REV 1 – 11/20/2015
A5.3 SECTION DETAILS	dated REV 1 – 11/20/2015
A5.4 SECTION DETAILS	dated REV 1 – 11/20/2015
A5.5 SECTION DETAILS	dated REV 1 – 11/20/2015
A6.1 PLAN DETAILS	dated REV 1 – 11/20/2015
A6.2 PLAN DETAILS & FINISH PLAN & SCHEDULE	dated REV 1 – 11/20/2015
A7.1 ENLARGED PLANS & INTERIOR ELEVATIONS	dated REV 1 – 11/20/2015
A7.2 CASEWORK SECTIONS & DETAILS	dated REV 1 – 11/20/2015
STRUCTURAL	
S0.1 STRUCTURAL NOTES	dated REV 1 – 11/20/2015
S1.1 FOUNDATION PLAN	dated REV 1 – 11/20/2015
S1.2 LOW ROOF FRAMING PLAN	dated REV 1 – 11/20/2015
S1.3 HIGH ROOF FRAMING PLAN	dated REV 1 – 11/20/2015
S2.1 FOUNDATION DETAILS	dated REV 1 – 11/20/2015
S2.2 FOUNDATION DETAILS	dated REV 1 – 11/20/2015
S2.3 SHEAR WALL DETAILS	dated REV 1 – 11/20/2015
S3.1 FLOOR FRAMING DETAILS	dated REV 1 – 11/20/2015
S4.1 ROOF FRAMING DETAILS	dated REV 1 – 11/20/2015
S4.2 ROOF FRAMING DETAILS	dated REV 1 – 11/20/2015
S5.1 SCHEDULES AND MISCELLANEOUS DETAILS	dated REV 1 – 11/20/2015
PLUMBING	
P1.0 PLUMBING SCHEDULES, DETAILS, NOTES	dated REV 1 – 11/20/2015
P1.1 PLUMBING WASTE AND VENT PLANS	dated REV 1 – 11/20/2015
P1.2 PLUMBING WATER PIPING PLUMBING PLANS	dated REV 1 – 11/20/2015
P2.1 ENLARGED PLUMBING PLANS AND ISOMETRICS	dated REV 1 – 11/20/2015
FIRE PROTECTION	
FP1.1 FIRE PROTECTION PLAN	dated REV 1 – 11/20/2015
(Table deleted)	
MECHANICAL	
M1 MECHANICAL PLAN	dated REV 1 – 11/20/2015
M2 MECHANICAL SPECIFICATIONS AND DETAILS	dated REV 1 – 11/20/2015
M3 MECHANICAL SPECIFICATIONS AND DETAILS	dated REV 1 – 11/20/2015
ELECTRICAL	
E1.1 ELECTRICAL COVER SHEET	dated REV 2 – 12/22/2015
E2.1 ELECTRICAL SITE PLAN	dated REV 2 – 12/22/2015
E3.1 ELECTRICAL LIGHTING PLANS	dated REV 2 – 12/22/2015
E4.1 ELECTRICAL POWER & RECEPTACLE PLANS	dated REV 2 – 12/22/2015
E5.1 ELECTRICAL DETAILS	dated REV 2 – 12/22/2015
E6.1 ELECTRICAL RISER & PANEL SCHEDULE	dated REV 2 – 12/22/2015

§ 9.1.6 The Addenda, if any:

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Number	Date	Pages
Addendum No. 1	December 23, 2015	3 pgs. with Attachments (14 total pgs.)
Addendum No. 2	December 30, 2015	6 pgs. with Attachments (10 total pgs.)
Addendum No. 2R	December 30, 2015	6 pgs. with Attachments (10 total pgs.)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- **Attachment "A": Contractor's Bid Proposal dated January 6, 2016 (4 pgs.)**
- **Attachment "B": Negotiations/Value Engineering dated January 26, 2016 (2 pgs.)**

ARTICLE 10 INSURANCE AND BONDS(
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

- **Performance & Payment Bonds.**
- **Certificate of Insurance (as enumerated in Article 11, Insurance & Bonds, of the AIA Document A201-2007, General Conditions of the Contract for Construction, located in the Project Manual dated November 6, 2015 and in Supplementary General Conditions of Project Manual Section 01-0100, pgs. 6 & 7, Article 4.01, Contractor's Insurance).**

This Agreement entered into as of the day and year first written above.

HAYWOOD COUNTY	**JOHN BURGIN CONSTRUCTION, LLC**
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Mark Swanger, Chairman **Haywood County Board of County Commissioners** *(Printed name and title)*	**John Burgin, Owner** **John Burgin Construction, LLC** *(Printed name and title)*

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(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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ATTACHMENT "A"

FORM OF PROPOSAL - SINGLE PRIME BID

Including General Construction, HVAC, Plumbing and Electrical Work

Haywood County Emergency Medical Services

Waynesville, NC

The undersigned, as Bidder, hereby declares that: the only person or persons interested in this proposal as principal or principals is or are named herein, and no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other per-son, company, or party making a bid or proposal; and it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that: he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; he has examined the Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with **Haywood County**, hereinafter called the Owner, in the form of Contract specified, to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete all portions of the Work for **Haywood County Emergency Medical Services, Waynesville, NC**, in full and complete accordance with the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner and Padgett and Freeman, Architects, P.A., with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

BASE BID: two million, one hundred forty nine thousand Dollars $ 2,149,000

Should the Owner elect to accept any of the alternates as shown on the Drawings and/or described in the General Requirements and Specifications, the amount written below shall be the amount to be "added to or deducted from" the Base Bid:

Alternate A-1: Metal roofing panels in lieu of asphalt shingle roofing as shown on A1.4. Asphalt shingles are base bid. (ADD TO) or (DEDUCT FROM)

one hundred forty eight thousand five hundred Dollars $ 148,500

The Bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written order from the Architect and shall fully complete all work hereinunder within **365** consecutive calendar days. Applicable liquidated damages shall be as stated in General Requirements.

The undersigned further agrees that in case of failure on his part to execute the said Contract and the required bonds within ten (10) consecutive calendar days after the award of contract, the check, cash or bid bond accompanying his bid shall be paid into the funds of the Owner's account set aside for this Project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

FORM OF PROPOSAL

Attach check, or cash, or bid bond to this proposal.

Respectfully submitted this 6 day of JANUARY, 2016

JOHNS BURGIN CONSTRUCTION
(Name of Firm or Corporation Making Bid)

Witness:

_____
(Proprietorship or Partnership)

By _____

Title OWNER
(Owner, partner, Corp. Pres. or Vice Pres. only)

Attest:

By _____

Title _____
(Corp. Sec. or Assist. Sec. only)

Address 275 Wildcat Mtn Rd
Waynesville NC 28786

License No. 59565

Federal I.D. No. 20-5667607

(Corporate Seal)

Addenda Received and Used in Computing Bid (Initial as appropriate)

Addendum No.	1	Dated		Received	✓
Addendum No.	2	Dated		Received	✓
Addendum No.		Dated		Received	
Addendum No.		Dated		Received	
Addendum No.		Dated		Received	

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

John Burgin Construction, LLC as principal, and Great American Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Haywood County as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 6th day of January, 2016

WHEREAS, the said principal is herewith submitting proposal for

Construction of: Haywood County Emergency Medical Services, Waynesville, NC

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

John Burgin Construction, LLC (SEAL)

By: _____ (SEAL)

_____ (SEAL)

Great American Insurance Company (SEAL)

By: _____ (SEAL)

Phoebe C. Honeycutt, Attorney-in-Fact

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 1

Bond No. Bid Bond

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 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, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Phoebe C. Honeycutt	4309 Emperor Blvd., Ste. 300 Durham, NC 27703	$100,000,000.00

Principal: John Burgin Construction, LLC
Obligee: Haywood County

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 6th day of January, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 6th day of January, 2016, before me personally appeared DAVID C. KITCHIN, 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 05-19-2020

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. BERAHA, 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.

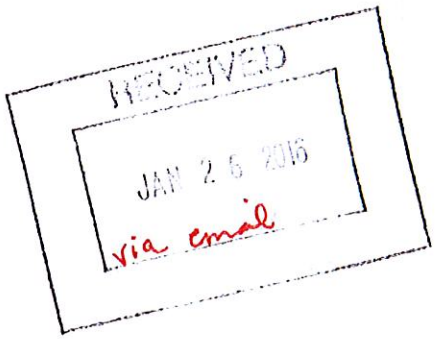
Signed and sealed this 6th day of January, 2016.

Assistant Secretary

ATTACHMENT "B"

Haywood EMS Value Engineering

Description	Amount deduct	
Delete trench drain on south side ambulance bay	$5,200.00	
Redesign heavy duty aprons 5" with 6x6 wire mesh	$4,150.00	
Delete exterior perimeter insulation below grade	$2,775.00	
Redesign heavy duty slab to 5" with 6x6 wire mesh	$18,151.00	
Remove exterior Z channel	$1,370.00	
Replace foam insulation with fiberglass	$41,000.00	See attached for other options
Replace ceiling tile with Olympia tile	$3,500.00	
Delete window blinds	$10,000.00	
Replace stained floors with sealed only	$5,595.00	
Replace sealed bay floors to cure and seal	$9,043.00	
Redesign Plumbing to replace cast iron to PVC. Redesign interior trench drain to ABT 2512 (attached) Reduce total of hose bibs	$30,225.00	
Various Electrical deducts (attached)	$10,200.00	See attached for other options
Various General condition deducts	$2,500.00	
Windows	$3,977.00	3-1/2 to 2-1/2 frames, center glased
FRP in bays	$8,640.00	reduce FRP to 10'AFF in bays, finish with plywood and paint
Reduce appliances to $2600 allowance	$2,674.00	
	$159,000.00	



CONTINUATION SHEET AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7

APPLICATION DATE: 04/30/15

PERIOD TO: 04/30/15

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Conditions	$240,891.00	$0.00	$0.00		$0.00	0%	$240,891.00	$0.00
2	Site Work and Demo	$209,570.00	$0.00	$0.00		$0.00	0%	$209,570.00	$0.00
3	Oil and Sed. separator	$5,500.00	$0.00	$0.00		$0.00	0%	$5,500.00	$0.00
4	Sidewalks and Aprons	$21,130.00	$0.00	$0.00		$0.00	0%	$21,130.00	$0.00
5	Foundation	$52,405.00	$0.00	$0.00		$0.00	0%	$52,405.00	$0.00
6	Concrete Slab	$72,945.00	$0.00	$0.00		$0.00	0%	$72,945.00	$0.00
7	Masonry	$44,250.00	$0.00	$0.00		$0.00	0%	$44,250.00	$0.00
8	Metals	$6,350.00	$0.00	$0.00		$0.00	0%	$6,350.00	$0.00
9	Rough Carpentry	$135,000.00	$0.00	$0.00		$0.00	0%	$135,000.00	$0.00
10	Metal Framing, Drywall	$289,990.00	$0.00	$0.00		$0.00	0%	$289,990.00	$0.00
11	Roofing	$45,000.00	$0.00	$0.00		$0.00	0%	$45,000.00	$0.00
12	Insulation	$28,559.00	$0.00	$0.00		$0.00	0%	$28,559.00	$0.00
13	Windows	$65,582.00	$0.00	$0.00		$0.00	0%	$65,582.00	$0.00
14	Siding	$54,000.00	$0.00	$0.00		$0.00	0%	$54,000.00	$0.00
15	Doors and Hardware	$83,500.00	$0.00	$0.00		$0.00	0%	$83,500.00	$0.00
16	Garage Doors	$80,000.00	$0.00	$0.00		$0.00	0%	$80,000.00	$0.00
17	Finish Carpentry	$8,302.00	$0.00	$0.00		$0.00	0%	$8,302.00	$0.00
18	Acoustical Ceiling	$10,900.00	$0.00	$0.00		$0.00	0%	$10,900.00	$0.00
19	Flooring and Base	$13,873.00	$0.00	$0.00		$0.00	0%	$13,873.00	$0.00
20	Painting	$31,000.00	$0.00	$0.00		$0.00	0%	$31,000.00	$0.00
21	Plumbing	$96,775.00	$0.00	$0.00		$0.00	0%	$96,775.00	$0.00
22	Fire Sprinkler	$38,800.00	$0.00	$0.00		$0.00	0%	$38,800.00	$0.00
23	HVAC	$86,148.00	$0.00	$0.00		$0.00	0%	$86,148.00	$0.00
24	Electrical	$259,550.00	$0.00	$0.00		$0.00	0%	$259,550.00	$0.00
25	Interior Signage	$2,000.00	$0.00	$0.00		$0.00	0%	$2,000.00	$0.00
26	Fencing	$2,380.00	$0.00	$0.00		$0.00	0%	$2,380.00	$0.00
27	Exterior sign allowance	$3,000.00	$0.00	$0.00		$0.00	0%	$3,000.00	$0.00
28	Appliance Allowance	$2,600.00	$0.00	$0.00		$0.00	0%	$2,600.00	$0.00
TOTALS		$1,990,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,990,000.00	$0.00

ATTACHMENT "B" Continued

RECEIVED
JAN 29 2016
via email

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 0472198

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

John Burgin Construction, LLC
275 Wildcat Mountain Road
Waynesville, NC 28786

SURETY (Name and Principal Place of Business):

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address):

Haywood County
215 North Main Street
Waynesville, NC 28786

CONSTRUCTION CONTRACT
Date: February 1, 2016
Amount: $1,990,000.00 One Million Nine Hundred Ninety Thousand Dollars and 00/100
Description (Name and Location): Haywood County Emergency Medical Service & Emergency Management Facility - 141 Hemlock Street, Waynesville, NC 28786

BOND
Date (Not earlier than Construction Contract Date): February 1, 2016
Amount: $1,990,000.00 One Million Nine Hundred Ninety Thousand Dollars and 00/100
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
John Burgin Construction, LLC

Signature:
Name and Title:

(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
Great American Insurance Company

Signature:
Name and Title: Heather Burroughs
Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
BB&T Insurance Services, Inc.
4309 Emperor Blvd., Ste. 300
Durham, NC 27703
919-281-4500

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party) :*
PFA Architects, PA
30 Choctaw Street
Asheville, NC 28801

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 0472198

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that John Burgin Construction, LLC
(Here insert full name and address or legal title of Contractor)

275 Wildcat Mountain Road Waynesville, NC 28786

as Principal, hereinafter called Principal, and, Great American Insurance Company
(Here insert full name and address or legal title of Surety)

301 East Fourth Street, Cincinnati, OH 45202

as Surety, hereinafter called Surety, are held and firmly bound unto Haywood County
(Here insert full name and address or legal title of Owner)

215 North Main Street Waynesville, NC 28786

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Million Nine Hundred Ninety Thousand Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) **Dollars ($** 1,990,000.00 **),**

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated February 1, 2016 **, entered into a contract with Owner for**
(Here insert full name, address and description of project)
Haywood County Emergency Medical Service & Emergency Management Facility - 141 Hemlock Street, Waynesville, NC 28786

in accordance with Drawings and Specifications prepared by PFA Architects, PA
(Here insert full name and address or legal title of Architect)

30 Choctaw Street Asheville, NC 28801

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 1st day of February, 2016.

ATTEST:

By: _____ (Witness)

John Burgin Construction, LLC (Principal) (Seal)

By: _____ OWNER (Title)

WITNESS:

By: _____ (Witness)

Great American Insurance Company (Surety) (Seal)

By: _____

Heather Burroughs (Title) Attorney-in-Fact

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 **1**

Bond No. 0472198

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 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, the specific bond, undertaking or contract of suretyship referenced herein; 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. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Heather Burroughs	4309 Emperor Blvd., Ste. 300 Durham, NC 27703	$100,000,000.00

Principal: John Burgin Construction, LLC
Obligee: Haywood County

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 1st day of February, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1st day of February, 2016, before me personally appeared DAVID C. KITCHIN, 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 05-18-2020

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 Divisonal 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. BERAHA, 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 1st day of February, 2016.

Assistant Secretary

S1194C (6/15)

CERTIFICATE OF LIABILITY INSURANCE

2/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GENERAL INSURANCE SERVICES, INC
PO BOX 840
WAYNESVILLE, NC 28786

CONTACT NAME: MARY B WATSON
PHONE (A/C, No, Ext): 828-452-2801
FAX (A/C, No): 828-452-2804 commercial fax: 8
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: BUILDERS MUTUAL	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BURGIN, JOHN CONSTRUCTION
John Burgin Construction, Inc.
275 Wildcat Mountain Rd.
Waynesville, NC 28786

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CPP0047841	5-4-15	5-4-16	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			PCA0005568	5-4-15	5/4/16	COMBINED SINGLE LIMIT (Ea accident)	$ 750,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP1010742	5-4-15	5-4-16	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HAYWOOD COUNTY
215 N. MAIN STREET
WAYNESVILLE, NC 28786

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary B. Watson

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