



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: August 31, 2016

FROM: Dale Burris, Director of Facilities and Maintenance

MEETING DATE REQUESTED: September 6, 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 Animal Services Facility Project Construction Contract

REQUEST: Approval of {Sealed Bid Proposal} from H & M Constructors, a Division of M.B Haynes Corporation for the construction of the new Haywood County Animal Services Facility as the lowest, responsible, responsive bidder, pending LGC approval and loan closing.

BACKGROUND: On August 24, 2016 at 3:00 PM Haywood County opened {Sealed Bid Proposals} in Public for the Haywood County Animal Services Facility Project in the Historic Haywood County Courthouse, Historic Courtroom. H & M Constructors was the lowest responsible, responsive bidder for the project. On August 29, 2016 at 9:00 AM Haywood County Facilities and Maintenance Director, Dale Burris, Mountain Design, Randy Cunningham, H & M Constructors, Bob Garren, Kenny Hollifield and Glen Robertson met to discuss the {Value Engineering} of the project. On August 31, 2016 I received the VE documentation from Glen Robertson with H & M Constructors. Also on this day Randy Cunningham with Mountain Design and I met to discuss the VE items to ensure accuracy for the amount of deducts for the project. Negotiations continue with H & M Constructors to reduce construction cost without sacrificing the actual function of the facility.

IMPLEMENTATION PLAN: Request to approve H & M Constructors bid proposal in the amount of **\$3,499,000.00**, {Add Alternate #1 - **\$175,700.00**} and the {Value Engineered} items in the amount of a {Deduct} of **\$193,500.00** for a construction contract amount totaling **\$3,481,200.00**.

Upon award as the lowest, responsible, responsive bidder and approval from the Haywood County Board of Commissioners and the LGC {Local Government Commission}; the Construction Contract along with the Performance and Payment Bonds will be presented at the September 19, 2016 Haywood County Board of Commissioners Meeting upon approval by the Haywood County Attorney, Mr. Chip Killian prior to this scheduled meeting.

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

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 8

LIST:

1. Bid Proposals: Brantley Construction, Clark & Leatherwood, Cooper Construction, Kearey Builders, John Burgin Construction and H & M Constructors
2. Certified Bid Tabulation
3. Value Engineered Item List (VE)

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.

FORM OF PROPOSAL

Haywood County Animal Services
New Facility
Haywood County, NC

CONTRACT: 81510
DATE: August 24, 2016

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that 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; that he has satisfied himself relative to the work to be performed, and that he will honor this proposal for sixty (60) days.

The Bidder proposes and agrees if this Proposal is accepted to Contract with Haywood County in the form on Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Haywood County Animal Services Facility and Site Work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of Haywood County and MOUNTAIN DESIGN, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME BID:

Base Bid: Three Million Eight Hundred Sixty Two Thousand Dollars (\$ 3,862,000.00)

Plumbing Subcontractor WE Bolton

Mechanical Subcontractor BW Mechanical

Electrical Subcontractor A-American

Metal Building Subcontractor Brantley Construction

Allowance No. 1: For site and materials testing as indicated by the drawings and as needed for site conditions allow ten thousand (10,000) dollars.

Allowance No. 2: For exterior and interior signage allow ten thousand (10,000) dollars. Labor and materials.

Allowance No. 3: For sound absorption panels allow twenty thousand (20,000) dollars. Labor and materials

Alternate No. 1: ADD the Multi-Purpose Room, Kitchenette, Storage, and One Toilet as shown on Drawings.

Dollars (+\$ 160,400.00)

Alternate No. 2: DEDUCT all equipment as shown on equipment schedule and installation labor for same

Dollars (\$ -393,000.00)

Alternate No. 3: Provide Fire Alarm System manufactured by Edwards Systems Technologies (ETS), Access Control System manufactured by Honeywell, and Security Camera System manufactured by Interlogix.

Dollars (\$ 0)

Alternate No. 4: Fire Alarm, Access Control, and Security Camera Systems are to be furnished and installed by Haynes Technologies.

Dollars (\$ 0)

Unit Price Work: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below (items listed below are an estimate of possible quantities and are not a guarantee of Work or Payment). For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

<u>Description</u>	<u>Unit Price</u>
Mass Rock Excavation (25 CYDS)	<u>100⁰⁰</u> Dollars / Cubic Yard
Trench Rock Excavation (25 CYDS)	<u>150⁰⁰</u> Dollars / Cubic Yard
Undercut Unsuitable And Backfill/Remove Offsite (200 CYDS)	<u>17⁰⁰</u> Dollars / Cubic Yard
Washed Stone (500 Tons)	<u>33⁰⁰</u> Dollars / Ton
Cast in Place Concrete (100 CYDS)	<u>300⁰⁰</u> Dollars / Cubic Yard
Reinforcing Steel (25 TONS)	<u>1000⁰⁰</u> Dollars / Ton
Footing Excavation (25 CYDS)	<u>15⁰⁰</u> Dollars / Cubic Yard

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Designer (Notice to Proceed) and shall fully complete all work there no later than three hundred and sixty five (365) consecutive calendar days thereafter. Applicable liquidated damages shall be the sum of \$500 for each consecutive day thereafter as provided in section 15 of the General Conditions.

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

Attach Certified Check, Cash, or Bid Bond to this Proposal.

Respectfully submitted this 24th day of August 2016.

Brantley Construction Company, LLC

(Name of Firm or Corporation making bid)

WITNESS:

BY: Gary D Brantley

Title: President

(Proprietorship or Partnership) (Owner, Partner, Pres, or V. Pres.)

Address: 9 Allman Hill Rd
Weaverville, NC 28787

License No.: 63208

ATTEST:

By: _____

Title: _____

(Corp. Sec. Or Ass't Sec. Only)

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 July 15, 2016 Addendum No. 4 August 9, 2016

Addendum No. 2 July 22, 2016 Addendum No. 5 _____

Addendum No. 3 July 26, 2016 Addendum No. 6 _____

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Haywood

(Name of Bidder)

Affidavit of Brantley Construction Company, LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: August 24, 2016 Name of Authorized Officer: Gary D Brantley
Signature: [Handwritten Signature]
Title: President



State of SC, County of Berkely
Subscribed and sworn to before me this 17th day of Aug 2016
Notary Public [Handwritten Signature]
My commission expires 7-20-2022

Deleted: of North Carolina

(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Brantley Construction Company, LLC as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto Haywood County as OWNER in the penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 24th day of August, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to Haywood County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Haywood County Animal Services Facility

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

Brantley Construction Company, LLC is a trade name of Brantley Construction Services, LLC.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Brantley Construction Company, LLC

By:  (L.S.)
Principal
Gary D. Brantley, President

Fidelity and Deposit Company of Maryland
Surety

By: 
Duainette H. Cullum Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

oOo

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **A. T. JOHNSON, Della B. CASE, Robert J. LAVISKY, Frank W. HAFNER, JR, Duainette H. CULLUM, Marian C. NEWMAN, Wesley V. DASHER, JR., Lori L. JACOBS and Adrian C. BURCHETT**, all of Columbia, South Carolina, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

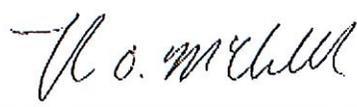
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



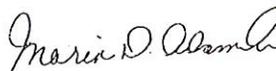
By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 15th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President**, and **MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



COMPLIANCE STATEMENT

This statement relates to a proposed contract with Brantley Construction Company, LLC

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

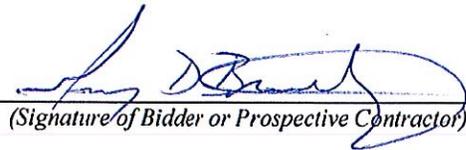
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE August 24, 2016


(Signature of Bidder or Prospective Contractor)

9 Allman Hill Rd, Weaverville, NC 28787
Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brantley Construction Company, LLC
Organization Name

Haywood County Animal Services Facility
PR/Award Number or Project Name

Gary D Brantley, President
Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

August 24, 2016
Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7* A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Haywood County Animal Services
New Facility
Haywood County, NC

CONTRACT: _____
DATE: August 24, 2016

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that 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; that he has satisfied himself relative to the work to be performed, and that he will honor this proposal for sixty (60) days.

The Bidder proposes and agrees if this Proposal is accepted to Contract with Haywood County in the form on Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Haywood County Animal Services Facility and Site Work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of Haywood County and MOUNTAIN DESIGN, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

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Base Bid:

Three Million Nine Hundred Eighteen Thousand and 00/100 Dollars (\$ 3,918,000.00)

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Mechanical Subcontractor Haywood Heating & A/C

Electrical Subcontractor Midnight Electric

Metal Building Subcontractor None (By Clark & Leatherwood)

Allowance No. 1: For site and materials testing as indicated by the drawings and as needed for site conditions allow ten thousand (10,000) dollars.

Allowance No. 2: For exterior and interior signage allow ten thousand (10,000) dollars. Labor and materials.

Alternate No. 1: ADD the Multi-Purpose Room, Kitchenette, Storage, and One Toilet as shown on Drawings.

Dollars (+\$ 205,000.00)

Alternate No. 2: DEDUCT all equipment as shown on equipment schedule and installation labor for same

Dollars (\$ 387,000.00)

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Washed Stone (500 Tons)	\$30.00 Dollars / Ton
Cast in Place Concrete (100 CYDS)	\$450.00 Dollars / Cubic Yard
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Attach Certified Check, Cash, or Bid Bond to this Proposal.

Respectfully submitted this 24 day of August 2016.

Clark & Leatherwood, Inc

(Name of Firm or Corporation making bid)

WITNESS:

BY: 

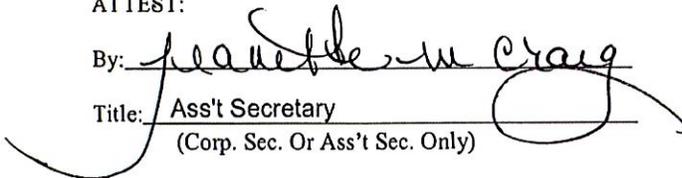
Title: President

(Proprietorship or Partnership) (Owner, Partner, Pres, or V. Pres.)

Address: 179 Industrial Park Dr
Waynesville, NC 28786

License No.: 24000

ATTEST:

By: 

Title: Ass't Secretary

(Corp. Sec. Or Ass't Sec. Only)

(CORPORATE SEAL)

Addendum received and used in computing big:

Addendum No. 1 Received July 15, 2016 Addendum No. 4 Received August 9, 2016

Addendum No. 2 Received July 22, 2016 Addendum No. 5 _____

Addendum No. 3 Received July 26, 2016 Addendum No. 6 _____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Clark & Leatherwood, Inc.
P.O. Box 556, Waynesville, NC. 28786 as Principal,
and Travelers Casualty and Surety Company of America a corporation
organized under the laws of the State of, CT
as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto
Haywood County as Obligees,
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 August 24, 2016

WHEREAS, the said Principal is herewith submitting proposal for Haywood County Animal Services

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 Obligees the amount set forth in the
first paragraph hereof.

Clark & Leatherwood, Inc. (Seal)

By,  (Seal)

Travelers Casualty and Surety Company of America

By,  (Seal)
Wendy M. Lands Attorney-in-fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230741

Certificate No. 006748397

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William J. Quinn, John D. Leak III, Jennifer C. Hoehn, John F. Thomas, Wendy M. Lands, and John Dufresne

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

Attach to Bid
State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts
County of Haywood

(Name of Bidder)
Affidavit of Clark & Leatherwood, Inc

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8-24-2016 Name of Authorized Officer: Larry T. Clark

Signature: _____

Title: President

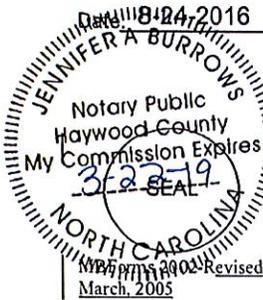
State of NC, County of Haywood

Subscribed and sworn to before me this 24 day of August 20 16

Notary Public Jennifer A Burrows

My commission expires 3-22-2019

Deleted: of North Carolina,



CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

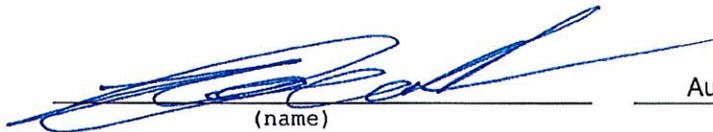
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



(name)

August 24, 2016

(date)

President

(title)

oOo

FORM OF PROPOSAL

Haywood County Animal Services
New Facility
Haywood County, NC

CONTRACT: Single Prime

DATE: ~~July 28, 2016~~ 8/24/16

FLC
7

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that 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; that he has satisfied himself relative to the work to be performed, and that he will honor this proposal for sixty (60) days.

The Bidder proposes and agrees if this Proposal is accepted to Contract with Haywood County in the form on Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Haywood County Animal Services Facility and Site Work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of Haywood County and MOUNTAIN DESIGN, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME BID:

Base Bid:

Three million seven hundred ninety five thousand Dollars (\$ 3,795,000)

Plumbing Subcontractor TP Howard Plumbing

Mechanical Subcontractor N/A (COOPER self-performs)

Electrical Subcontractor A-American Electric

Metal Building Subcontractor N/A (COOPER self-performs)

Allowance No. 1: For site and materials testing as indicated by the drawings and as needed for site conditions allow ten thousand (10,000) dollars.

Allowance No. 2: For exterior and interior signage allow ten thousand (10,000) dollars. Labor and materials.

Allowance No. 3: For sound absorption panels allow twenty thousand (20,000) dollars. Labor and materials

Alternate No. 1: ADD the Multi-Purpose Room, Kitchenette, Storage, and One Toilet as shown on Drawings.

Dollars (+\$ 167,000)

Alternate No. 2: DEDUCT all equipment as shown on equipment schedule and installation labor for same

Dollars (\$ 342,000)

Alternate No. 3: Provide Fire Alarm System manufactured by Edwards Systems Technologies (ETS), Access Control System manufactured by Honeywell, and Security Camera System manufactured by Interlogix.

+ Dollars (\$ 54,800)

Alternate No. 4: Fire Alarm, Access Control, and Security Camera Systems are to be furnished and installed by Haynes Technologies.

+ Dollars (\$ 54,800)

Unit Price Work: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below (items listed below are an estimate of possible quantities and are not a guarantee of Work or Payment). For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

Description	Unit Price
Mass Rock Excavation (25 CYDS)	<u>110.00</u> Dollars / Cubic Yard
Trench Rock Excavation (25 CYDS)	<u>170.00</u> Dollars / Cubic Yard
Undercut Unsuitable And Backfill/Remove Offsite (200 CYDS)	<u>20.00</u> Dollars / Cubic Yard
Washed Stone (500 Tons)	<u>40.00</u> Dollars / Ton
Cast in Place Concrete (100 CYDS)	<u>550.00</u> Dollars / Cubic Yard
Reinforcing Steel (25 TONS)	<u>2,000.00</u> Dollars / Ton
Footing Excavation (25 CYDS)	<u>50.00</u> Dollars / Cubic Yard

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Designer (Notice to Proceed) and shall fully complete all work there no later than three hundred and sixty five (365) consecutive calendar days thereafter. Applicable liquidated damages shall be the sum of \$500 for each consecutive day thereafter as provided in section 15 of the General Conditions.

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

Attach Certified Check, Cash, or Bid Bond to this Proposal.

Respectfully submitted this 24th day of August 7:00 PM 2016.
28th day of July 2016.

Cooper Construction Company, Inc.
 (Name of Firm or Corporation making bid)

WITNESS:

BY: Thomas R. Cooper

Title: President/CEO

(Proprietorship or Partnership) (Owner, Partner, Pres, or V. Pres.)

Address: PO Box 806 761 South Allen Rd.
Hendersonville, NC 28793 Flat Rock, NC 28731

License No.: 4763

ATTEST:

By: Cristin M. Cooper

Cristin M. Cooper

Title: Asst. Corporate Secretary

(Corp. Sec. Or Ass't Sec. Only)

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 dated 7/15/16 Addendum No. 4 dated 8/9/16

Addendum No. 2 dated 7/22/16 Addendum No. 5 _____

Addendum No. 3 " 7/26/16 Addendum No. 6 _____

(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cooper Construction Company, Inc. as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto Haywood County as OWNER in the penal sum of 5% of attached bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 24th day of August, 19 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to Haywood County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Haywood County Animal Services Facility

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



(L.S.)

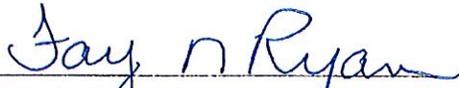
Principal Cooper Construction Company, Inc.
Thomas L. Cooper, President/CEO

Attest:


Cristin M. Cooper
Assistant Corporate Secretary

Western Surety Company
Surety

By:


Fay N Ryan, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Fay N Ryan, Amy M Tayler, Joyce C Biddix, David G Shaffer, David Brett Shaffer, Individually

of Hendersonville, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2016.



WESTERN SURETY COMPANY

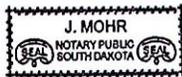
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of February, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of August, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Henderson

Affidavit of Cooper Construction Company, Inc. (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 7/28/16 Name of Authorized Officer: Cristina M. Cooper
Signature: Cristina M. Cooper
Title: HR Director



State of NC, County of Henderson
Subscribed and sworn to before me this 25th day of July 2016
Notary Public Kimberly M. Toney
My commission expires October 30, 2019

Deleted: of North Carolina,

FORM OF PROPOSAL

Haywood County Animal Services
New Facility
Haywood County, NC

CONTRACT: Single Prime
DATE: 8-24-16

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that 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; that he has satisfied himself relative to the work to be performed, and that he will honor this proposal for sixty (60) days.

The Bidder proposes and agrees if this Proposal is accepted to Contract with Haywood County in the form on Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Haywood County Animal Services Facility and Site Work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of Haywood County and MOUNTAIN DESIGN, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME BID:

Base Bid:

THREE MILLION, NINE HUNDRED TWENTY ONE THOUS. NINE HUNDRED Dollars (\$ 3,921,900⁰⁰)

Plumbing Subcontractor BOLTON CONST. SERVICES

Mechanical Subcontractor R + W INC.

Electrical Subcontractor MIDNIGHT ILLR. CO.

Metal Building Subcontractor SRCC

Allowance No. 1: For site and materials testing as indicated by the drawings and as needed for site conditions allow ten thousand (10,000) dollars. ~~\$161,900⁰⁰~~

Allowance No. 2: For exterior and interior signage allow ten thousand (10,000) dollars. Labor and materials. ~~\$350,000⁰⁰~~

Allowance No. 3: For sound absorption panels allow twenty thousand (20,000) dollars. Labor and materials

Alternate No. 1: ADD the Multi-Purpose Room, Kitchenette, Storage, and One Toilet as shown on Drawings.

Dollars (+\$ 161,900)

Alternate No. 2: DEDUCT all equipment as shown on equipment schedule and installation labor for same

Dollars (\$ ~~330,000~~ - 330,000⁰⁰)

Alternate No. 3: Provide Fire Alarm System manufactured by Edwards Systems Technologies (ETS), Access Control System manufactured by Honeywell, and Security Camera System manufactured by Interlogix.

Dollars (\$ NO BID)

Alternate No. 4: Fire Alarm, Access Control, and Security Camera Systems are to be furnished and installed by Haynes Technologies.

Dollars (\$ NO CHANGE)

Unit Price Work: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below (items listed below are an estimate of possible quantities and are not a guarantee of Work or Payment). For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

Description		Unit Price
Mass Rock Excavation	(25 CYDS)	<u>150.</u> Dollars / Cubic Yard
Trench Rock Excavation	(25 CYDS)	<u>200.</u> Dollars / Cubic Yard
Undercut Unsuitable And Backfill/Remove Offsite	(200 CYDS)	<u>32.</u> Dollars / Cubic Yard
Washed Stone	(500 Tons)	<u>35.</u> Dollars / Ton
Cast in Place Concrete	(100 CYDS)	<u>250.</u> Dollars / Cubic Yard
Reinforcing Steel	(25 TONS)	<u>1450.</u> Dollars / Ton
Footing Excavation	(25 CYDS)	<u>80.</u> Dollars / Cubic Yard

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Designer (Notice to Proceed) and shall fully complete all work there no later than three hundred and sixty five (365) consecutive calendar days thereafter. Applicable liquidated damages shall be the sum of \$500 for each consecutive day thereafter as provided in section 15 of the General Conditions.

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

Attach Certified Check, Cash, or Bid Bond to this Proposal.

Respectfully submitted this 24 day of August 2016.

Kearey Builders, Inc.

(Name of Firm or Corporation making bid)

WITNESS:

BY:

John C Kearey
Pres

Title:

(Proprietorship or Partnership) (Owner, Partner, Pres, or V. Pres.)

Address: 1210 Davie Ave

Statesville, NC 28677

License No.: 47429

ATTEST:

By:

Ryan Thomas

Title:

Corp. Sec.

(Corp. Sec. Or Ass't Sec. Only)

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 7-15-16 Addendum No. 4 8-9-16

Addendum No. 2 7-22-16 Addendum No. 5 _____

Addendum No. 3 7-26-16 Addendum No. 6 _____

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of IREDELL

Affidavit of KEAREY BUILDERS, Inc. (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8/26/16 Name of Authorized Officer: RYAN J. KEAREY
Signature: [Signature]
Title: V.P.



State of NC, County of IREDELL
Subscribed and sworn to before me this 24 day of August 2016
Notary Public [Signature]
My commission expires 4/1/17

~~Deleted: of North Carolina.~~

(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Kearey Builders, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto Haywood County as OWNER in the penal sum of Five Percent (5%) of Bid Amount for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 24th day of August, 2016. The Condition of the above obligation is such that whereas the Principal has submitted to Haywood County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

New Facility for Haywood County Animal Services- Job 81510

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Kearey Builders, Inc.

By: John Kearey (L.S.)
Principal

Travelers Casualty and Surety Company
of America

Surety
By: Geoffrey H. Gummerson
Geoffrey H. Gummerson, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223151

Certificate No. 004800715

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary R. Gummerson, Freda R. Gummerson, and Geoffrey H. Gummerson

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

FORM OF PROPOSAL

Haywood County Animal Services
New Facility
Haywood County, NC

CONTRACT: _____
DATE: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that 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; that he has satisfied himself relative to the work to be performed, and that he will honor this proposal for sixty (60) days.

The Bidder proposes and agrees if this Proposal is accepted to Contract with Haywood County in the form on Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Haywood County Animal Services Facility and Site Work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of Haywood County and MOUNTAIN DESIGN, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME BID:

Base Bid:

three million six hundred seventy five thousand Dollars (\$ 3,675,000)

Plumbing Subcontractor

John Buryan

Mechanical Subcontractor

Haywood HEATING

Electrical Subcontractor

Mid-Night Elect.

Metal Building Subcontractor

Steel - Max (Adel, GA)

Allowance No. 1: For site and materials testing as indicated by the drawings and as needed for site conditions allow ten thousand (10,000) dollars.

Allowance No. 2: For exterior and interior signage allow ten thousand (10,000) dollars. Labor and materials.

Allowance No. 3: For sound absorption panels allow twenty thousand (20,000) dollars. Labor and materials

Alternate No. 1: ADD the Multi-Purpose Room, Kitchenette, Storage, and One Toilet as shown on Drawings.

Dollars (+\$ 180,000)

Alternate No. 2: DEDUCT all equipment as shown on equipment schedule and installation labor for same

Dollars (\$ 319,000)

Alternate No. 3: Provide Fire Alarm System manufactured by Edwards Systems Technologies (ETS), Access Control System manufactured by Honeywell, and Security Camera System manufactured by Interlogix.

Dollars (\$ 0)

Alternate No. 4: Fire Alarm, Access Control, and Security Camera Systems are to be furnished and installed by Haynes Technologies.

Dollars (\$ 0)

Unit Price Work: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below (items listed below are an estimate of possible quantities and are not a guarantee of Work or Payment). For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

<u>Description</u>		<u>Unit Price</u>	
Mass Rock Excavation	(25 CYDS)	<u>85</u>	Dollars / Cubic Yard
Trench Rock Excavation	(25 CYDS)	<u>140</u>	Dollars / Cubic Yard
Undercut Unsuitable And Backfill/Remove Offsite	(200 CYDS)	<u>40</u>	Dollars / Cubic Yard
Washed Stone	(500 Tons)	<u>30</u>	Dollars / Ton
Cast in Place Concrete	(100 CYDS)	<u>450</u>	Dollars / Cubic Yard
Reinforcing Steel	(25 TONS)	<u>200</u>	Dollars / Ton
Footing Excavation	(25 CYDS)	<u>50</u>	Dollars / Cubic Yard

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Designer (Notice to Proceed) and shall fully complete all work there no later than three hundred and sixty five (365) consecutive calendar days thereafter. Applicable liquidated damages shall be the sum of \$500 for each consecutive day thereafter as provided in section 15 of the General Conditions.

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

Attach Certified Check, Cash, or Bid Bond to this Proposal.

Respectfully submitted this 24 day of Aug. 2016.

Justin Burzgin Construction
(Name of Firm or Corporation making bid)

WITNESS:

BY: J.B.

(Proprietorship or Partnership) (Owner, Partner, Pres, or V. Pres.)

Title:

Address: 275 Wildcat Mtn Rd
Waynesville NC

License No.: 59565

ATTEST:

By: _____

Title: _____
(Corp. Sec. Or Ass't Sec. Only)

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 X Addendum No. 4 X

Addendum No. 2 X Addendum No. 5 _____

Addendum No. 3 X Addendum No. 6 _____

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 28th day of June, 2016

WHEREAS, the said principal is herewith submitting proposal for

New Animal Services Facility Building, all equipment, sitework & finishes _____ 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: [Signature] _____ (SEAL)
_____ (SEAL)

Great American Insurance Company _____ (SEAL)

By: [Signature] _____ (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 28th day of June, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28th day of June, 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

Susan A. Kohorst

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

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

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

CERTIFICATION

I, STEPHEN C. 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 28th day of June, 2016.



Atty L C. B.
Assistant Secretary

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Haywood

(Name of Bidder)

Affidavit of JOHN BURGIN CONSTRUCTION

I have made a good faith effort to comply under the following areas checked:

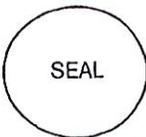
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8/24/16 Name of Authorized Officer: JOHN BURGIN
Signature: [Signature]
Title: OWNER



State of _____ County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Deleted: of North Carolina,

FORM OF PROPOSAL

Haywood County Animal Services
New Facility
Haywood County, NC

CONTRACT: Single Prime
DATE: 8/24/16

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that 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; that he has satisfied himself relative to the work to be performed, and that he will honor this proposal for sixty (60) days.

The Bidder proposes and agrees if this Proposal is accepted to Contract with Haywood County in the form on Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Haywood County Animal Services Facility and Site Work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of Haywood County and MOUNTAIN DESIGN, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME BID:

Base Bid:

THREE MILLION FOUR HUNDRED NINETY-NINE THOUSAND AND NO/100 Dollars (\$ 3,499,000)

Plumbing Subcontractor BOLTON

Mechanical Subcontractor MIKE'S HEATING & COOLING.

Electrical Subcontractor MID-NITE

Metal Building Subcontractor ATS

Allowance No. 1: For site and materials testing as indicated by the drawings and as needed for site conditions allow ten thousand (10,000) dollars.

Allowance No. 2: For exterior and interior signage allow ten thousand (10,000) dollars. Labor and materials.

Allowance No. 3: For sound absorption panels allow twenty thousand (20,000) dollars. Labor and materials

Alternate No. 1: ADD the Multi-Purpose Room, Kitchenette, Storage, and One Toilet as shown on Drawings.

Dollars (+\$ 175,700)

Alternate No. 2: DEDUCT all equipment as shown on equipment schedule and installation labor for same

Dollars (\$ 350,000)

Alternate No. 3: Provide Fire Alarm System manufactured by Edwards Systems Technologies (ETS), Access Control System manufactured by Honeywell, and Security Camera System manufactured by Interlogix.

Dollars (\$ Ø)

Alternate No. 4: Fire Alarm, Access Control, and Security Camera Systems are to be furnished and installed by Haynes Technologies.

Dollars (\$ Ø)

Unit Price Work: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below (items listed below are an estimate of possible quantities and are not a guarantee of Work or Payment). For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

Description		Unit Price	
Mass Rock Excavation	(25 CYDS)	\$100.00	Dollars / Cubic Yard
Trench Rock Excavation	(25 CYDS)	\$150.00	Dollars / Cubic Yard
Undercut Unsuitable And Backfill/Remove Offsite	(200 CYDS)	\$ 25.00	Dollars / Cubic Yard
Washed Stone	(500 Tons)	\$ 30.00	Dollars / Ton
Cast in Place Concrete	(100 CYDS)	\$500.00	Dollars / Cubic Yard
Reinforcing Steel	(25 TONS)	\$1,500.00	Dollars /Ton
Footing Excavation	(25 CYDS)	\$ 20.00	Dollars / Cubic Yard

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Designer (Notice to Proceed) and shall fully complete all work there no later than three hundred and sixty five (365) consecutive calendar days thereafter. Applicable liquidated damages shall be the sum of \$500 for each consecutive day thereafter as provided in section 15 of the General Conditions.

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

Attach Certified Check, Cash, or Bid Bond to this Proposal.

Respectfully submitted this 24th day of August 2016.

H&M Constructors, A Division of M.B. HAYNES Corporation

(Name of Firm or Corporation making bid)

WITNESS:

BY: 

R. Faison Hester

Title: CFO

(Proprietorship or Partnership) (Owner, Partner, Pres, or V. Pres.)

Address: 187 Deaverview Road
Asheville, NC 28806

License No.: 1245

ATTEST:

By: 

Title: Assistant Corporate Secretary
(Corp. Sec. Or Ass't Sec. Only)



Addendum received and used in computing bid:

Addendum No. 1	<u>7/15/16</u>	<u>RAA</u>	Addendum No. 4	<u>8/9/16</u>	<u>RAA</u>
Addendum No. 2	<u>7/22/16</u>	<u>RAA</u>	Addendum No. 5	_____	_____
Addendum No. 3	<u>7/26/16</u>	<u>RAA</u>	Addendum No. 6	_____	_____

(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, H & M Constructors,
A Division of M.B. Haynes Corporation as Principal, and
Federal Insurance Company as Surety, are hereby held and
 firmly bound unto Haywood County as OWNER in the penal sum of
Five Percent of Amount Bid (5%) for the payment of
 which, well and truly to be made, we hereby jointly and severally bind
 ourselves, successors and assigns.

Signed, this 24th day of August, ~~XXX~~ 2016.
 The Condition of the above obligation is such that whereas the Principal has
 submitted to Haywood County a certain BID,
 attached hereto and hereby made a part hereof to enter into a contract in
 writing, for the

Haywood County Animal Services Facility

453 Jones Cove Road, Clive, NC 28721

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute
 and deliver a contract in the Form of Contract attachment hereto
 (Properly completed in accordance with said BID) and shall furnish a BOND
 for faithful performance of said contract, and for the payment of all
 persons performing labor furnishing materials in connection therewith,
 and shall in all other respects perform the agreement created by the
 acceptance of said BID, then this obligation shall be void, otherwise the
 same shall remain in force and effect; it being expressly understood and
 agreed that the liability of the Surety for any and all claims hereunder
 shall, in no event, exceed the penal amount of this obligation as herein
 stated.

(1-15-79) SPECIAL PN

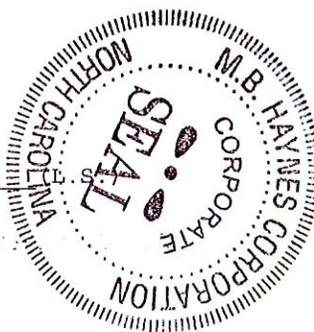
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

H & M Constructors, A Division
of M.B. Haynes Corporation

By: *R. Faison Hester*
Principal

R. Faison Hester, CFO



Federal Insurance Company
Surety

By: *John J. Duffresne*
John J. Duffresne, Attorney in Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**Chubb
Surety**

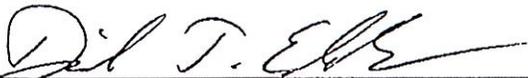
**POWER
OF
ATTORNEY**

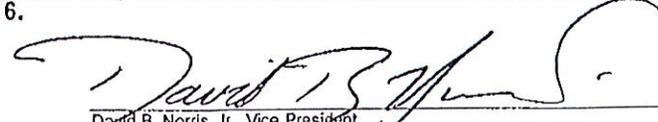
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

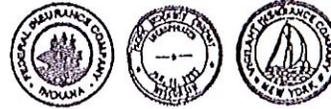
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **John J. Dufresne, Jennifer C. Hoehn, Wendy M. Lands, John D. Leak III, William J. Quinn** and **John F. Thomas** of Charlotte, North Carolina-----

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **28th** day of **March, 2016**.


David J. Edwards, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

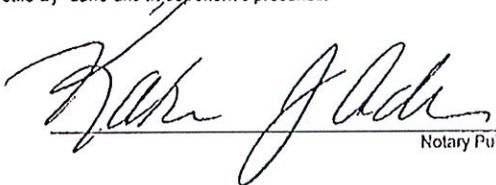
County of Somerset

On this **28th** day of **March, 2016** before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in dependent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, David J. Edwards, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **24th** day of **August, 2016**




David J. Edwards, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Haywood

(Name of Bidder)

Affidavit of H&M Constructors, A Division of M.B. HAYNES Corporation

I have made a good faith effort to comply under the following areas checked:

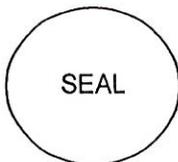
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8/24/16 Name of Authorized Officer: R. Faison Hester
Signature: [Handwritten Signature]
Title: CFO



State of N.C., County of Buncombe
Subscribed and sworn to before me this 24th day of August 2016
Notary Public _____
My commission expires May 22, 2020

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 8/24/16



(Signature of Bidder or Prospective Contractor)

R. Faison Hester, CFO, M.B. HAYNES Corporation

187 Deaverview Road
Asheville, NC 28806

Address (including Zip Code)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7* A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



R. Faison Hester (name)

8/24/16

(date)

CFO, M.B. HAYNES Corporation

(title)

oOo

Haywood County Animal Services

MEMORANDUM OF NEGOTIATIONS VALUE ENGINEERED ITEMS	
DESCRIPTION	COST
1. Delete sound absorption panels allowance.	(\$20,000.00)
2. Delete 80% of the signage allowance.	(\$8,000.00)
3. Delete Sun Tunnels.	(\$26,000.00)
4. Metal garage doors in lieu of glass.	(\$5,000.00)
5. Delete shrubs. river coble and use seed in lieu of sod.	(\$12,000.00)
6. Delete curbing and install 10 wheel stops.	(\$16,000.00)
7. Pet equipment grade level reduction.	(\$50,000.00)
8. Delete 1 washer and dryer.	(\$14,000.00)
9. Reduce size of washer and dryer.	(\$2,000.00)
10. Provide York in lieu of Daikin, Doas to remain Diakin	(\$14,000.00)
11. Install 12"X 12" ploy-cast drains in lieu of trench drains.	(\$8,000.00)
12. Semi-recessed sprinkler heads in lieu of concealed.	(\$2,000.00)
13. Light duty paving in lieu of heavy duty paving.	(\$15,000.00)
ALTERNATE #1 VALUE ENGINEERED ITEMS	
1. Sealed concrete in lieu of resilient flooring.	(\$1,500.00)
TOTAL VALUE ENGINEERED ITEMS	(\$193,500.00)
BASE BID	\$3,499,000.00
ALTERNATE #1	\$175,700.00
TOTAL	\$3,481,200.00

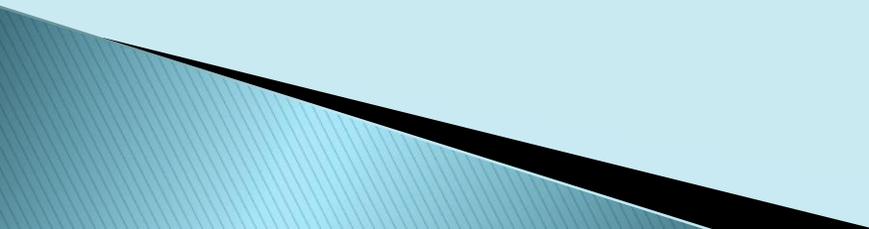
**HAYWOOD COUNTY ANIMAL
SERVICES
CONSTRUCTION PROJECT**

▶ How much will the county borrow from USDA for the project?

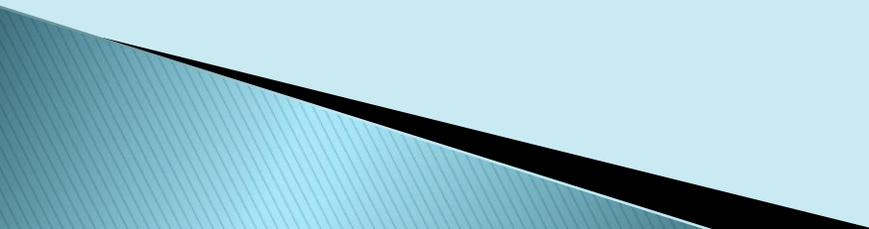
▶ \$3,350,000

▶ How much will the annual debt payment be?

▶ \$138,131

- ▶ **What will it cost to complete the project?**
 - ▶ **\$3,735,700**
 - ▶ (including equipment, full design, and contingencies)
- 

- ▶ **Why is the price higher than the amount borrowed?**
- ▶ **There are other sources available to cover the cost.**

- ▶ **What are these other sources?**
 - ▶ A contribution from the Friends of the Haywood County Animal Shelter and pledged contributions.
 - ▶ Reduction of annual budgeted debt payment.
- 

▶ Budget Ordinance for Animal Services building project:

Costs:		Sources for payment:	
Construction	\$ 3,015,500	Installment loan	\$ 3,350,000
Equipment	290,000	Contribution from	
Alternate #1 added	175,700	Friends of Haywood County	
Sub total construction & equip.	3,481,200	Animal Shelter	175,700
		Pledged contributions	10,000
Legal/loan/arch/contingency	254,500	Transfer from General Fund	200,000
Total Costs	<u>\$ 3,735,700</u>	Total Sources	<u>\$ 3,735,700</u>

- ▶ **How long will it take to complete?**
- ▶ **The actual construction timeframe is 365 days from the date of Notice to Proceed, so barring unforeseen circumstances, about one year.**

- ▶ **How does the cost compare to other shelters in the country?**
- ▶ **According to a recent study, the cost per square foot of other shelters falls within the average range of \$230 - \$400. The total cost for the project will be well within this range.**

This facility will provide for a comfortable and safe environment for our employees, the animals, the public and the volunteers.