

MAR 23 2011

Haywood County Fairgrounds
Toilets Facilities & Accessibility Ramp

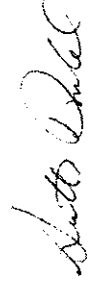
Thursday, March 17, 2011
3:00 PM

PADGETT & FREEMAN ARCHITECTS, PA
30 Choctaw Street
Asheville, NC 28801

SINGLE PRIME CONTRACT WORK

CONTRACTOR	LICENSE NO.	Bid Security	BASE BID	COMMENTS
B. Allen Construction PO Box 797, 340 Wiggins Road Candler, NC 28715	62592	5%	\$433,000.00	
Murray Construction Co. of Monroe, Inc. PO Box 1459, Monroe, NC 28111 4417 Old Charlotte Hwy., Monroe, NC 28110	30655	5%	\$566,343.00	

I certify that the above bids were received at 3:00 PM. Thursday, March 17, 2011.
At which time they were opened and tabulated above.



Scott T. Donald, AIA

FORM OF PROPOSAL

Addendum No. <u>1</u>	Dated <u>3-8-11</u>	Received <u>BA</u>
Addendum No. <u>2</u>	Dated <u>3-9-11</u>	Received <u>BA</u>
Addendum No. <u>3</u>	Dated <u>3-10-11</u>	Received <u>BA</u>
Addendum No. <u>4</u>	Dated <u>3-16-11</u>	Received <u>BA</u>
Addendum No. <u>5</u>	Dated <u>3-17-11</u>	Received <u>BA</u>

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT B. Allen Construction, Inc.
as Principal, and Auto Owners Insurance Company as Surety, who is
duly licensed to act as Surety in North Carolina, are held and firmly bound unto the Haywood County as
obligee, in the penal sum of \$21,650 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 dates this 17th day of March, 2011.

WHEREAS, the said principal is herewith submitting proposal for:

Haywood County Fairgrounds, Toilet Facilities & Accessibility Ramp

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 the
Contracts Document, 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 the Contract Documents.

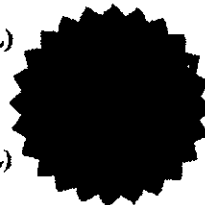
William B Allen (SEAL)
William B Allen, President
Contractor B. Allen Construction, Inc.

Kathy Sheppard (SEAL)
Kathy Sheppard, Attorney in Fact
Surety Auto-Owners Insurance Company

____ (SEAL)

____ (SEAL)

____ (SEAL)



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD105560

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint KATHY B SHEPPARD

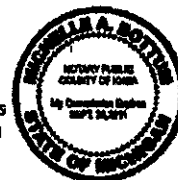
its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of March, 2011.

Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of March, 2011, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires September 28, 2011.

Michelle A. Bottum, Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 1st day of March, 2011.



Stuart R. Birn, First Vice President, Secretary and General Counsel

*This power of attorney is attached to bond number BD105560, issued to B. ALLEN CONSTRUCTION, INC. on March 16, 2011.

FORM OF PROPOSAL - SINGLE PRIME BID
 including General Construction, HVAC, Plumbing and Electrical Work

MAR 23 2011

Haywood County Fairgrounds
 Toilet Facilities & Accessory Ramp
 Clyde, NC

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

The Bidder proposes and agrees if this proposal is accepted to contract with Haywood County, hereinafter called the Owner, in the form of Contract specified, to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete all portions of the Work for Haywood County Fairgrounds Toilet Facilities & Accessory Ramp Clyde, NC. In full and complete accordance with the Plans, Specifications, and Contract Documents in the full and entire satisfaction of the Owner and Architect and Engineer, Architects, P.A., with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the said job.

BASE BID: Five hundred Sixty-six thousand Three hundred
For three and no/100 dollars Dollars \$ 566,343.00

The Bidder further proposes and agrees hereby to complete the work under his contract a date as specified in a written order from the Architect and shall fully complete all work herein set forth within 120 consecutive calendar days. Applicable liquidated damages shall be as set out in General Requirements.

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

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

Respectfully submitted this 17th day of March, 2011.

Haywood Construction Co. of America, Inc.
 (Name of Firm or Corporation Making Bid)

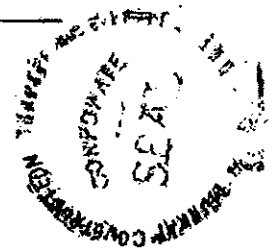
Witness:

 (Proprietorship or Partnership)

By Jim Long
 Title VICE-PRESIDENT
 (Owner, partner, Corp. Pres. or Vice Pres. only)

Attest:
 By Ronald B. ...
 Title Secretary
 (Corp. Sec. or Assoc. Sec. only)

Address P.O. Box 1459
Clyde, NC 28711
 License No. 30605
 Federal LEI No. 56-1393922
 (Corporate Seal)



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

FORM OF PROPOSAL

Addendum No.	<u>1</u>	Dated	<u>3/8/11</u>	Received	<input checked="" type="checkbox"/>
Addendum No.	<u>2</u>	Dated	<u>3/9/11</u>	Received	<input checked="" type="checkbox"/>
Addendum No.	<u>3</u>	Dated	<u>3/10/11</u>	Received	<input checked="" type="checkbox"/>
Addendum No.	<u>4</u>	Dated	<u>3/15/11</u>	Received	<input checked="" type="checkbox"/>
Addendum No.	<u>5</u>	Dated	<u>3/17/11</u>	Received	<input checked="" type="checkbox"/>

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Murray Construction Company of Monroe, Inc.
P.O. Box 1459, Monroe, NC 28111 as Principal,
and Hartford Accident and Indemnity Company 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, North Carolina 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 March 17, 2011

WHEREAS, the said Principal is herewith submitting proposal for Haywood County Fairgrounds Toilet
Facilities

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.

Murray Construction Company of Monroe, Inc. (Seal)

By: *Bill J. ...* (Seal)
PRESIDENT

Hartford Accident and Indemnity Company

By: *Wendy E. Lahm* (Seal)
Wendy E. Lahm Attorney-in-fact



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Wendy E. Lahm of Wells Fargo Insurance Services USA, Inc., Charlotte, NC

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond Number: Bid Bond
Principal Name: Murray Construction Company of Monroe, Inc.
Obligee: Haywood County, North Carolina

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, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Pascka

Scott E. Pascka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 17, 2011

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

PADGETT & FREEMAN ARCHITECTS, PA
 30 Choctaw Street
 Asheville, NC 28801

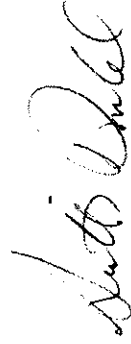
Thursday, March 17, 2011
 3:00 PM

Haywood County Fairgrounds
 Toilets Facilities & Accessibility Ramp

MULTI PRIME CONTRACT WORK

DISCIPLINE	CONTRACTOR	LICENSE NO.	Bid Security	BASE BID	COMMENTS
GENERAL	Clark & Leatherwood, Inc. PO Box 556, 179 Industrial Park Drive Waynesville, NC 28786	24000	5%	\$410,000.00	
ELECTRICAL	Midnite Electric Co. PO Box 1566 Andrews, NC 28901	NC 11247-U	5%	\$53,600.00	
MECHANICAL	<i>No Bids Received for this Discipline</i>				
PLUMBING	J.H. Plumbing & Piping 1640 Chandler Creed Road Mars Hill, NC 28754	P-1-# 13194	5%	\$90,000.00	

I certify that the above bids were received at 3:00 PM, Thursday, March 17, 2011.
 At which time they were opened and tabulated above.



Scott T. Donald, AIA

FORM OF PROPOSAL - GENERAL CONTRACT WORK

Haywood County Fairgrounds
Toilet Facilities & Accessibility Ramp
Clyde, NC

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

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

BASE BID: Four Hundred Ten Thousand and 00/100 Dollars
Dollars \$ 410,000.00

The Bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written order from the Architect and shall fully complete all work hereunder within 120 consecutive calendar days. Applicable liquidated damages shall be as stated in General Requirements.

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

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

Respectfully submitted this 17th day of March, 2011.

Clark & Leatherwood, Inc.
(Name of Firm or Corporation Making Bid)

Witness:

(Proprietorship or Partnership)

By [Signature]
Title President
(Owner, partner, Corp. Pres. or Vice Pres. only)

Attest:
By Patsy Miller
Title Assistant Secretary
(Corp. Sec. or Assist. Sec. only)

Address 179 Industrial Park Drive
Waynesville, NC 28786

License No. 24000 (828) 452-4500

Federal I.D. No. 56-1599199

(Corporate Seal)

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

Addendum No. 1 Dated 3-8-11 Received yes
Addendum No. 2 Dated 3-9-11 Received yes



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. 223208

Certificate No. 004037590

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

William J. Quinn, G. Timothy Wilkerson, Donna K. Ashley, Wendy E. Lahm, Angela D. Ramsey, John D. Leak III, Jennifer C. Hoehn, and John F. Thomas

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 14th day of January, 2011.

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 14th day of January, 2011, 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public

FORM OF PROPOSAL - ELECTRICAL CONTRACT WORK

Haywood County Fairgrounds
Toilet Facilities & Accessibility Ramp
Clyde, NC

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

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

BASE BID: FIFTY THREE THOUSAND SIX HUNDRED DOLLARS AND NO/100'S
Dollars \$ 53,600⁰⁰

The Bidder further proposes and agrees hereby to commence work under his contract on a date to be specified in a written order from the Architect and shall fully complete all work hereinunder within 120 consecutive calendar days. Applicable liquidated damages shall be as stated in General Requirements.

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

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

Respectfully submitted this 17th day of MARCH, 2011.

MED NITE ELECTRIC CO.
(Name of Firm or Corporation Making Bid)

Witness: Avis G. Hicks
(Proprietorship or Partnership)

By BRYAN McCLURE
Title VICE PRESIDENT
(Owner, partner, Corp. Pres. or Vice Pres. only)

Attest: Avis G. Hicks
By Avis G. Hicks
Title Office Manager
(Corp. Sec. or Assist. Sec. only)

Address P.O. Box 1566
ANDREWS, N.C. 28901

License No. N.C. 11247-U

Federal I.D. No. 56-1981288

(Corporate Seal)

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

Addendum No. 1 Dated 3-08-11 Received 3-11-11
Addendum No. 2 Dated 3-09-11 Received 3-11-11

FORM OF PROPOSAL

Addendum No. <u>3</u>	Dated <u>3-10-11</u>	Received <u>3-11-11</u>
Addendum No. <u>4</u>	Dated <u>3-15-11</u>	Received <u>3-16-11</u>
Addendum No. <u>5</u>	Dated <u>3-17-11</u>	Received <u>3-17-11</u>



Bid Bond
(Public Work)

**Contractors Bonding
and Insurance Company**
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271
For the CBIC branch
nearest you, call Toll Free
(888) 283-2242
(888) 293-2242 FAX

Premium: _____

Know all by these presents, That we, Andrews Electrical Contracting, Inc. dba MidNite Electric Company, as Principal,
and Contractors Bonding and Insurance Company, as Surety, are held and firmly bound unto Haywood County

_____, Oblige, in the sum of
5% of the amount bid Dollars, (\$ 5% of the amount bid)

for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has submitted or is about to submit a bid to the Oblige on a contract for
Haywood County Fairgrounds electrical upgrade, Clyde, NC

("Project").

Now, Therefore, the condition of this bond is that if obligee accepts Principal's bid, and Principal enters into a contract with the Oblige in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise the Principal and Surety will pay to the Oblige the difference between the amount of the Principal's bid and the amount for which the Oblige shall in good faith contract with another person or entity to perform the work covered by the Principal's bid, but in no event shall the Surety's and Principal's liability exceed the penal sum of this bond.

Signed and sealed this 17 day of March, 2011

Andrews Electrical Contracting, Inc. (Seal)
Principal

By: *Byron Miller*

Contractors Bonding and Insurance Company

By: *Jimmy M. Garner*
Jimmy M. Garner Attorney-in-Fact

LIMITED POWER OF ATTORNEY - READ CAREFULLY
CONTRACTORS BONDING AND INSURANCE COMPANY IS RESPONSIBLE ONLY FOR THE BOND DESCRIBED AND UP TO THE AMOUNT SET FORTH IN THIS LIMITED POWER OF ATTORNEY. ANY ERASURE WILL VOID THIS POWER OF ATTORNEY. IF YOU HAVE ANY QUESTIONS ABOUT OR WANT TO VERIFY THIS POWER OF ATTORNEY CALL CONTRACTORS BONDING AND INSURANCE COMPANY TOLL FREE AT (800)765-2242

Penal Sum : \$ \$3,100.00 Attorney No.: NC158 Power Number : E06025 Bond No. : BID
Limited Power of Attorney Expires: 6/17/2011 Date Approved : 3/17/2011

Approved by : _____ Signature _____ Don Sirkin (Print Name)

Name of Principal: ANDREWS ELECTRICAL CONTRACTING, INC. DBA MIDNITE EL
Name of Obligor: HAYWOOD COUNTY
Description(s): HAYWOOD COUNTY FAIRGROUNDS ELECTRICAL UPGRADE

Location (if applicable): CLYDE, NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington and having its principal office in Seattle, King County, Washington does by these presents make, constitute and appoint JIMMY M. GARNER OF FRANKLIN, NC its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond(s) and/or other documents incidental thereto described above; and to bind the Company thereby as fully and to the same extent as if each such bond, or other documents incidental thereto was signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-In-Fact may do in the premises. Said appointment is made under and by the authority of the following resolutions adopted by the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY on September 10, 2001.

RESOLVED that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to appoint Attorneys-In-Fact for and on behalf of the Company with the power and authority to sign on behalf of the Company those surety bonds or undertakings of suretyship which may from time to time be approved by the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company; provided, however, that no Attorney-In-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$15,000,000, and provided, further, that no Attorney-In-Fact shall have the authority to issue a bid or proposal bond for any project where, if the contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$15,000,000. An Attorney-In-Fact may also be authorized by Power of Attorney to execute any consent or other document incidental to said bond or undertaking, provided such document does not obligate the Company in excess of the limit set forth above. In no event shall any Attorney-In-Fact have any authority to sign any document or otherwise bind the Company in any way in connection with a claim on a surety bond or undertaking.

RESOLVED FURTHER that each Power of Attorney must set forth the specific description of the surety bond or undertaking to which it applies, the name of the principal, the name of the obligee, the penal sum, the bond number (except for a bid bond where there is no number), the identifying number of the Attorney-In-Fact, and the identifying number of the Power of Attorney. The Attorney-In-Fact shall not be authorized to obligate Company for surety bond or undertaking specified in the Power of Attorney (including any consents or other documents incidental to the surety bond or undertaking) for more than the penal sum specified in the Power of Attorney.

RESOLVED FURTHER that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to establish a specific expiration date for the Power of Attorney and to modify that date from time to time as the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company deems necessary in his/her sole discretion; the applicable expiration date is to be clearly set forth in any written Power of Attorney.

RESOLVED FURTHER that all previous resolutions by the Board of Directors authorizing the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company to appoint Attorneys-In-Fact for and on behalf of the Company remain in full force and effect; and that if a Power of Attorney based on this resolution is attached to a bond (for example, a bid bond), and a Power of Attorney based on another Board of Directors resolution is attached to another bond (for example, a performance and payment bond), it shall not affect the validity of either Power of Attorney or Bond.

RESOLVED FURTHER that this Limited Power of Attorney containing this and the foregoing resolutions and the signatures of the President, Secretary, and Notary Public, and the corporate and Notary seals appearing hereon, are generated, stored and transmitted electronically, and therefore appear in printed form only at recipient's fax machine. This fax printed Limited Power of Attorney document and the signatures and seals appearing hereon therefore are, and shall be deemed originals in all respects.

RESOLVED FURTHER that the Company acknowledges the applicability of the Electronic Signatures in Global and National Commerce Act to this Limited Power of Attorney and that the signatures of the President, Secretary and Notary Public and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission may be, or may be by facsimile or other means of electronic or electro-mechanical transmission or reproduction; and any such Limited Power of Attorney shall be deemed an original in all respects.

IN WITNESS WHEREOF CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by Don Sirkin and its corporate seal to be hereto affixed 9/9/2002.

By: _____
Don Sirkin, President

CONTRACTORS BONDING AND INSURANCE COMPANY



STATE OF WASHINGTON - COUNTY OF KING

On 9/9/2002, personally appeared DON SIRKIN to me known to be the representative of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Brenda J. Scott
Notary Public in and for the State of Washington, residing at Seattle

The undersigned acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.
GIVEN under my hand, at Davidson, NC _____ this 17 _____ day of MAR 2011

R. Kirk Eland, Secretary