

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 5, 2006

SUBJECT: Solid Waste Transfer Station Construction Agreement
Between Henderson County and Construction Logic, Inc.

ATTACHMENTS:

- 1) Notice of Award
- 2) Acceptance of Notice
- 3) Construction Agreement
- 4) Certificate of Liability Insurance
- 5) Performance Bond

SUMMARY OF REQUEST:

As directed by the Board of Commissioners, staff has negotiated the attached agreement for the construction of a new solid waste transfer station with Construction Logic, Inc. The County Attorney has reviewed these documents and found them to be in order. The Finance Director has also reviewed the contract for compliance with fiscal requirements.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of agreement between the County and Construction Logic, Inc and authorization for staff to execute agreement.

SECTION 00650

NOTICE OF AWARD

Dated May 11, 2006

TO: Construction Logic, Inc.
(Bidder)

PROJECT: Henderson County Municipal Solid Waste Transfer Station – Phase II Project

CONTRACT FOR HENDERSON COUNTY MUNICIPAL SOLID WASTE TRANSFER STATION –
PHASE II PROJECT

You are notified that your Bid received April 5, 2006 for the above Contract has been considered. You are the apparent successful Bidder and was recommended for award of a Contract (at the regularly scheduled Board of County Commissioners meeting on May 1, 2006 for:

Henderson County Municipal Solid Waste Transfer Station Phase II and Phase I Renovations
(Indicate total Work and alternates awarded)

The Contract Price of your contract is

Dollars (\$ 1,513,055.25). Note: Contract price reflects the removal of the Phase I Push Wall resurfacing work from the project at a reduction of \$150,000 plus reduction of contingency by \$7,500.

Enclosed are five (5) copies of the Contract Documents for your execution and subsequent return to this office for further processing.

You must comply with the following conditions precedent within fifteen (15) calendar days of the date of this Notice of Award, that is by May 29, 2006:

1. Execute all copies of the Agreement. Each Project Manual and set of contract drawings must bear your signature and seal on the cover sheet. Do not date the Agreements or bonds; this will be accomplished upon execution of the contracts by the OWNER. Submit a power of attorney authorizing OWNER to date bonds and Agreements.
2. Submit five (5) copies of the Performance-Payment Bonds. Instructions to the Surety and the Principal for execution of the bonds are as follows:

Where the CONTRACTOR is a Corporation, the Agreement and any bonds must be executed by the President or the Chairman of the Board of the corporation. The Agreement or Bond is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the bond on behalf of the Principal and of the Surety, respectively, shall each be dated on the signature line. If the bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary or other properly authorized Officer must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the bond was executed by the Attorney-in-Fact.

3. Include five (5) copies of the Certificate of Insurance. The Certificate must name County of Henderson, North Carolina, Camp Dresser & McKee (ENGINEER), and ENGINEER'S CONSULTANTS as additional insureds and the standard cancellation clause must read as follows:

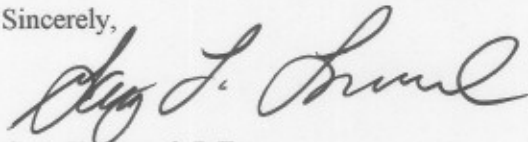
"Should any of the above described policies be cancelled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder: County of Henderson, North Carolina."

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

The OWNER shall deliver one fully signed counterpart of the Contract Documents attached to the CONTRACTOR before or at the Pre-Construction Conference.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office.

Sincerely,

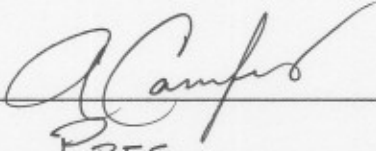


Gary T. Tweed, P.E.
County Engineer
Henderson County
802 Stoney Mountain Road
Hendersonville, NC 28791

Section 00660

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this
the 22 day of May, 2006

By: 
Title: PRES.

SECTION 00500

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year _____ by and between Henderson County, North Carolina, hereinafter called OWNER, and

Construction Logic, Inc.

with legal address and principal place of business at

475 S. Church Street, Suite 800

Hendersonville, NC 28792

hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work of this Contract is generally located northwest of the City of Hendersonville, North Carolina near the intersection of Haywood Road and Mountain Road. The work to be performed under this Contract generally includes construction of a second transfer station bay adjacent to the existing bay, repairs and modifications to the existing bay, and appurtenant facilities.

The construction will be completed in two stages. Strict adherence to the specified requirements for the stage construction is vital to the OWNER in order to maintain daily operations. Stage 1 consists of constructing the new Phase II transfer bay such that it is complete and ready for operation. Stage 2 consists of demolition and modification to the existing bay.

Stage 2 work may begin any time following Substantial completion of Stage 1. Upon Substantial Completion of Stage 1, the OWNER will begin transfer operations in the new bay. The CONTRACTOR shall perform Stage 2 work in such a manner as to not impede the daily operations.

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by Camp Dresser & McKee, 5400 Glenwood Avenue, Suite 300, Raleigh, North Carolina 27612, who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Project consists of the following work as described below:

Stage 1

Stage 1 of the project will be considered substantially complete at the point when the new bay is complete and approved for operation including, but not limited to, placement and compaction of fill, grading, reinforced concrete foundations and walls, pre-engineered metal building, installation of all services, stormwater drainage, pavement, associated certification surveys, and all appurtenances in accordance with the Contract Documents, and successful performance of all testing and operating requirements. The Stage 1 work shall be substantially completed in accordance with the General Conditions within 180 calendar days from (and including) the date when the Notice to Proceed is issued.

Stage 2

No Stage 2 work will be allowed until Substantial Completion of Stage 1. Following Substantial Completion of Stage 1, Stage 2 work shall begin. Stage 2 construction consists of all other work not completed as part of Stage 1. Stage 2 of the project will be considered substantially complete at the point when the existing bay is suitable and approved for operation including, but not limited to, modification and demolition of the existing (Phase I) Solid Waste Transfer Station tipping floor, pit perimeter, lower level floor, lower level apron and building structure in accordance with the Contract Documents, and successful performance of all testing and operating requirements. The Stage 2 work shall be substantially completed in accordance with the General Conditions within 270 calendar days from (and including) the date when the Notice to Proceed is issued. Note: The resurfacing of push walls as shown in contract documents has been removed from this project. This resulting in a reduction in price of \$150,000 on push walls plus a reduction of contingency of \$7,500.

- 3.2 All work shall be complete and ready for final payment in accordance with the General Conditions within 300 calendar days from (and including) the date when the Notice-to-Proceed is issued.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement with the exception that item 20, push wall resurfacing, etc, has been eliminated from this project. This reduced the contract price by \$150,000 plus \$7,500 reduction in contingency. Total contract price is \$1,513,055.25.

ARTICLE 5. APPLICATIONS FOR PAYMENT

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions of the Contract and Section 01027. Applications for Payment will be processed by ENGINEER as provided in the General Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

- 6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during

construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Conditions of the Contract.

- 6.2 Progress payments will be in an amount equal to 90% of the value of the Work completed and 90% of materials (excluding soils) and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.
- 6.3 Upon Substantial Completion of the Work, OWNER may pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less retainages as ENGINEER shall determine, in accordance with the General Conditions of the Contract.
- 6.4 Upon final inspection and acceptance of the Work, in accordance with of the General Conditions of the Contract, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7. LIQUIDATED DAMAGES

- 7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER as follows:

\$500 per day for each calendar day of delay until the Work as defined in Article 3 has reached substantial completion.

\$250 per day for each calendar day of delay until the Work as defined in Article 3 has reached final completion.

- 7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons beyond the CONTRACTOR's control in accordance with Article 12 of the General Conditions.
- 7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Article 12 of the General Conditions.

ARTICLE 8. ASSURANCE

- 8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 4 of the Supplementary Conditions.

- 8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as he/she deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him/her for such purposes.
- 8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that he/she has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

- 9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:
 - A. Advertisement for Bids (Section 00020).
 - B. Instructions To Bidders (Section 00100).
 - C. Bid Form (Section 00300).
 - D. Qualification Form (Section 00420)
 - E. Non-Collusive Affidavit (Section 00480)
 - F. Authority to Execute Contract (Section 00485)
 - G. This Agreement (Section 00500).
 - H. Construction Performance Bond, Construction Labor and Material Payment Bond, and other required Bonds.
 - I. Certificate of Insurance.
 - J. General Conditions (Section 0700).
 - K. Supplementary Conditions (Section 0800)
 - L. Specifications (as listed in Table of Contents).
 - M. Drawings bearing the general title "Henderson County Municipal Solid Waste Transfer Station Phase II".

- N. Project Manual bearing the general title "Henderson County Municipal Solid Waste Transfer Station Phase II".
- P. Addenda numbers [1] to [3], inclusive.
- Q. Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions of the Contract shall have the meanings assigned in the General Conditions of the Contract.
- 10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his/her interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 10.3 OWNER and CONTRACTOR each binds himself, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, 20__.

OWNER

CONTRACTOR

 _____ CONSTRUCTION LOGIC, INC.

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

 _____ 475 S. CHURCH ST., #800

 _____ HENDERSONVILLE, NC 28792

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF SECTION

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act, N.C.G.S. 159-28(a)

James C. McQueen
 Henderson County Finance Director

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/16/06

PRODUCER Morrow Insurance Agency, Inc. 800 Beverly Hanks Centre PO Box 1109 Hendersonville, NC 28793		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Construction Logic, Inc. 475 S. Church Street, Suite 800 Hendersonville, NC 28792		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Ins. Co.	
		INSURER B: Auto-Owners Ins.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0917943	09/15/05	09/15/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG	\$1,000,000 \$500,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4606441100	09/15/05	09/15/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CPP0917943	09/15/05	09/15/06	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	35023639	09/15/05	09/15/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000
A		OTHER Builders Risk	CPP0917943	09/15/05	09/15/06	\$2,000,000 Per Location \$2,500 Deductible	
A		Leased/Rented	CPP0917943	09/18/05	09/15/06	\$100,000/\$500 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Henderson County Municipal Solid Waste Transfer Station Phase II
Certificate Holder & Camp Dresser & McKee, 5400 Glenwood Avenue, Suite 300, Raleigh, NC 27612 are additional insureds under the general liability policy as respects to the above referenced project.
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Henderson
802 Stoney Mountain Road
Hendersonville, NC 28791

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREOF, THE INSURING INSURER WILL IN ADVANCE TO MAIL XX 30 XX DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. SEE CANCELLATION CLAUSE ON PAGE 3

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

CANCELLATION CLAUSE: Should any of the above described policies be cancelled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder: County of Henderson, North Carolina.

10002-45472

SECTION 00610

PERFORMANCE BOND

NORTH CAROLINA)
)
 HENDERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: that

Construction Logic, Inc. (Name of Contractor)

incorporated under the law of North Carolina, having its principal office at
475 S. Church St., Hendersonville, NC hereinafter called the Principal and

Ohio Farmers Insurance Company, incorporated under the laws of the State of

Ohio, and having its office at Westfield Center, Ohio,

hereinafter called the Surety, are held and firmly bound unto the COUNTY OF HENDERSON in an

amount of ^{One Million Five Hundred Thirteen}
~~Thousand, Fifty-Five Dollars~~ ^{and 25/100 Cents} DOLLARS (\$1,513,055.25), lawful money of

the United States, to be paid to the said Obligee or its successors or assigns, to which payment well and
 truly to be made we, the Principal and Surety, bind ourselves and our successors, jointly and severally,
 firmly by these present.

WHEREAS, the Principal has entered into a certain contract with the Obligee above named, bearing
 date of _____, 20__, (copy of which is attached here to) whereby the Principal has agreed to
 the construction of the HENDERSON COUNTY MUNICIPAL SOLID WASTE TRANSFER STATION
 - PHASE II PROJECT and to perform other work as specified in said contract, which contract is by
 reference incorporated herein.

NOW, THEREFORE, the conditions of this obligation are such that (1) if the Principal shall
 faithfully perform the contract on its part, and shall satisfy all claims and demands incurred for the same,
 and shall fully indemnify and save harmless the Obligee from all cost and damages which it may suffer by
 reason of failure to do so, and shall fully reimburse and repay the Obligee for all outlay and expenses
 which it may incur in making good any default, (2) and shall pay for all labor done on, and materials and
 supplies furnished for, the said work, (3) and shall pay all damages, either to person or property, which
 any person may sustain on account of defective or unsafe performance of the contract, caused by the
 negligence, wrongful acts or violation of law, on the part of the principal, or its agents or servants, and
 shall indemnify and save harmless the said Obligee from all claims, damages or liability, caused by such
 defective or unsafe performance of the contract, then this obligation shall be null and void, otherwise it
 shall remain in full force and effect; provided that any alterations which may be made in the terms of the

10002-45472

contract and the work to be done under it, or the giving of the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other, shall in no way release the Principal or Surety or either of them, their successor and assigns, from liability hereunder. Notice of the Surety of any such alteration, extension or forbearance, being expressly waived.

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do business in this State as a Fidelity Insurance Company; that it has complied with the laws of the State relative to Fidelity Insurance Companies.

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy or the Principal shall in any way discharge or impair the obligations herein undertaken by the Surety, and that notwithstanding the discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

Signed and sealed this 22 day of May 20 06

Norman B. Bryan - Stansell

Attest:

[Signature]

Secretary

Construction Logic, Inc.

By [Signature] (SEAL)

President Principal

Ohio Farmers Insurance Company

NAME OF COMPANY

Amy M. Tayler

North Carolina Resident Agent

Amy M. Tayler

By Jennifer L. Gordon 5/16/06

N.C. Surety- Jennifer L. Gordon, Attorney-in-Fact

Authorized Signature

PO Box 1109
Hendersonville, NC 28793

North Carolina Address

10002-45472

END OF SECTION

00610-3

10002-45472

SECTION 00620

LABOR AND MATERIAL PAYMENT BOND

NORTH CAROLINA)
)
 HENDERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, Construction Logic, Inc. incorporated
 under the law of North Carolina, having its principal office at
475 S. Church Street, Hendersonville, NC hereinafter called the Principal and
 Ohio Farmers Insurance Company, incorporated under the laws of the State of
Ohio, and having its office at Westfield Center, Ohio,
 hereinafter called the Surety, are held and firmly bound unto the COUNTY OF HENDERSON, in an
 amount of One Million Five Hundred Thirteen Thousand, Fifty-Five Dollars DOLLARS (\$1,513,055.25), lawful money of
and 25/100 Cents
 the United States, to be paid to the said Obligee or its successors or assigns, to which payment well and
 truly to be made we, the Principal and Surety, bind ourselves and our successors, jointly and severally,
 firmly by these present.

WHEREAS, the Principal has entered into a certain contract with the Obligee above named, bearing
 date of _____, 20____, (copy of which is attached here to) whereby the Principal has agreed to
 the construction of the HENDERSON COUNTY MUNICIPAL SOLID WASTE TRANSFER STATION
 - PHASE II PROJECT and to perform other work as specified in said contract, which contract is by
 reference incorporated herein.

NOW, THEREFORE, the conditions of this obligation are such that the Principal shall promptly make
 payment to all persons supplying labor and material in the prosecution of the work provided for in said
 contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice
 of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to
 remain in full force and virtue. Action may be brought on this bond under Article 3, Section 44A of the
 General Statutes of the State of North Carolina any may be brought in the name of the person aggrieved.

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do
 business in this State as a Fidelity Insurance Company; that it has complied with the laws of the State
 relative to Fidelity Insurance Companies.

10002-45472

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy of the Principal shall in any way discharge or impair the obligations herein undertaken by the Surety, and that notwithstanding the discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

Signed and sealed this 22 day of May 20 06

James B. Bryan-Stansell

Attest:

[Signature]
Secretary

Construction Logic, Inc.

By [Signature] (SEAL)
President Principal

Ohio Farmers Insurance Company

NAME OF COMPANY

Amy M. Tayler

North Carolina Resident Agent
Amy M. Tayler

PO Box 1109, Hendersonville, NC 28793

North Carolina Address

By Jennifer L. Gordon 5/16/06

N.C. Surety Authorized Signature

Jennifer L. Gordon, Attorney-in-Fact

END OF SECTION

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3211002 15

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROBERT L. CRANFORD, WILLIAM L. MCELROY, JOYCE C. BIDDIX, RALPH M. DARK, III, JENNIFER L. GORDON, KIM D. VARNER-FULMER, AMY M. TAYLER, JOINTLY OR SEVERALLY

of **HENDERSONVILLE** and State of **NC** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **26th** day of **JULY** A.D., **2005**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this **26th** day of **JULY** A.D., **2005**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this _____ day of _____ A.D.,



Frank A. Carrino
Frank A. Carrino, Secretary