

September 24, 2021

Mr. Steve Garrison, County Manager  
Rutherford County  
289 North Main Street  
Rutherfordton, North Carolina 28139

RE: Recommendation of Award and Certified Bid Tabulation  
Rutherford County Landfill - CDLF Phase 2  
Rutherford County, North Carolina

Dear Mr. Garrison:

On September 23, 2021, public bids were opened and read aloud at the Rutherford County Administration offices for the above referenced project. Five (5) bids were received with the apparent low bid submitted by Site Development Corporation of Cliffside, North Carolina for a total bid price of \$673,755.00. Attached is a certified bid tabulation with the details for all the bids received.

Site Development Corporation holds an Unlimited, Unclassified General Contracting License with the North Carolina Licensing Board for General Contractors, therefore they are properly licensed to perform the scope of work associated with this project. Site Development Corporation submitted a complete bid package and has previously completed the Thermal Belt Rail Trail Project in Rutherford County with them as General Contractor.

McGill Associates recommends that Rutherford County award the construction contract to Site Development Corporation, for a total base bid amount of \$673,755.00. The certified bid tabulation and a copy of Site Development Corporation's bid is attached to this letter for reference.

Mr. Steve Garrison  
September 24, 2021  
Page 2 of 2

McGill Associates looks forward to continuing to assist the County during the construction phase of this project. If you have any questions regarding this matter or require additional information, please do not hesitate to contact me.

Sincerely,  
**McGILL ASSOCIATES, P.A.**

A handwritten signature in black ink, appearing to read 'S. Burwell', written in a cursive style.

**SCOTT BURWELL, PE**  
Senior Project Manager

Attachments: Certified Bid Tabulation  
Site Development Corporation's Bid

cc: Ms. Paula Roach, Rutherford County  
Mr. James Kilgo, Rutherford County  
Mr. Pete Dickerson, Odom Engineering  
Mr. Mark Cathey, PE, McGill Associates



CERTIFIED BID TABULATION  
RUTHERFORD COUNTY LANDFILL CDLF PHASE 2  
RUTHERFORD COUNTY, NORTH CAROLINA

SECTION A

				Site Development Corp. 258 Old Main Street Cliffside, NC 28024		Shamrock Environmental Corp. 6106 Corporate Park Drive Browns Summit, NC 27214		Kemp Sigmon Construction Co., Inc. 359 E US Highway 70 Claremont, NC 28610		Mountaineer Contractors, Inc. Post Office Box 606 Kingwood, WV 26537		Triangle Grading & Paving, Inc. Post Office Drawer 2570 Burlington, NC 27215	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (shall not exceed 3% of Section A Bid Total)	1	LS	\$20,225.00	\$20,225.00	\$117,375.00	\$117,375.00	\$27,000.00	\$27,000.00	\$33,250.00	\$33,250.00	\$35,000.00	\$35,000.00
2	Clearing and grubbing	1	LS	\$30,500.00	\$30,500.00	\$29,673.00	\$29,673.00	\$90,000.00	\$90,000.00	\$60,000.00	\$60,000.00	\$198,100.00	\$198,100.00
3	Seeding, Fertilizing, and Mulching	1	LS	\$22,500.00	\$22,500.00	\$32,513.00	\$32,513.00	\$21,600.00	\$21,600.00	\$10,200.00	\$10,200.00	\$27,500.00	\$27,500.00
4	Slope and Ditch Matting	11700	SY	\$2.50	\$29,250.00	\$3.70	\$43,290.00	\$2.15	\$25,155.00	\$2.60	\$30,420.00	\$4.50	\$52,650.00
5	Riprap (All Types) with Filter Fabric Underlayment	100	TON	\$63.50	\$6,350.00	\$63.00	\$6,300.00	\$70.00	\$7,000.00	\$85.00	\$8,500.00	\$60.00	\$6,000.00
6	Erosion Control	1	LS	\$65,000.00	\$65,000.00	\$82,463.00	\$82,463.00	\$75,000.00	\$75,000.00	\$174,200.00	\$174,200.00	\$45,000.00	\$45,000.00
7	Gravel Access Road (6" Railroad Ballast & 6" CABC with grid)	4,500	SY	\$20.60	\$92,700.00	\$23.60	\$106,200.00	\$25.00	\$112,500.00	\$32.00	\$144,000.00	\$39.00	\$175,500.00
8	Earthwork	1	LS	\$265,500.00	\$265,500.00	\$267,099.00	\$267,099.00	\$375,000.00	\$375,000.00	\$289,360.00	\$289,360.00	\$460,000.00	\$460,000.00
9	Removal of In-Situ Material and Replace with Landfill	6,500	CY	\$7.00	\$45,500.00	\$9.00	\$58,500.00	\$20.00	\$130,000.00	\$38.00	\$247,000.00	\$12.00	\$78,000.00
10	18-inch HDPE Storm Drainage Pipe	50	LF	\$46.00	\$2,300.00	\$72.00	\$3,600.00	\$75.00	\$3,750.00	\$94.00	\$4,700.00	\$80.00	\$4,000.00
11	24-inch HDPE Storm Drainage Pipe	60	LF	\$58.00	\$3,480.00	\$75.00	\$4,500.00	\$100.00	\$6,000.00	\$99.00	\$5,940.00	\$100.00	\$6,000.00
12	36-inch HDPE Storm Drainage Pipe	130	LF	\$97.00	\$12,610.00	\$110.00	\$14,300.00	\$115.00	\$14,950.00	\$150.00	\$19,500.00	\$170.00	\$22,100.00
13	Concrete Headwall	1	EA	\$2,075.00	\$2,075.00	\$2,178.00	\$2,178.00	\$1,750.00	\$1,750.00	\$2,600.00	\$2,600.00	\$5,000.00	\$5,000.00
14	Open Throat Inlet	3	EA	\$3,730.00	\$11,190.00	\$2,729.00	\$8,187.00	\$2,900.00	\$8,700.00	\$4,625.00	\$13,875.00	\$4,500.00	\$13,500.00
15	Waste Limit Marker	13	EA	\$425.00	\$5,525.00	\$59.00	\$767.00	\$500.00	\$6,500.00	\$210.00	\$2,730.00	\$350.00	\$4,550.00
SECTION A TOTAL					\$614,705.00		\$776,945.00		\$904,905.00		\$1,046,275.00		\$1,132,900.00

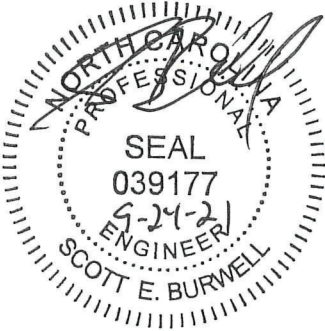
SECTION B

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
16	Rock Excavation	500	CY	\$43.50	\$21,750.00	\$61.00	\$30,500.00	\$32.00	\$16,000.00	\$38.75	\$19,375.00	\$40.00	\$20,000.00
17	Undercut Excavation and Replace with Structrual Fill	1000	CY	\$10.00	\$10,000.00	\$9.40	\$9,400.00	\$15.00	\$15,000.00	\$13.75	\$13,750.00	\$14.00	\$14,000.00
18	Rock Excavation	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
19	Excavate and Haul Additional Soil	1000	CY	\$2.30	\$2,300.00	\$0.00	\$0.00	\$5.50	\$5,500.00	\$4.40	\$4,400.00	\$5.00	\$5,000.00
SECTION B TOTAL					\$59,050.00		\$64,900.00		\$61,500.00		\$62,525.00		\$64,000.00

TOTAL BID PRICE (A+B)					\$673,755.00		\$841,845.00		\$966,405.00		\$1,108,800.00		\$1,196,900.00
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This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 23rd day of September 2021, in the Rutherford County offices, Rutherfordton, North Carolina and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.





# BID FORM

*Rutherford County Landfill  
CDLF Phase 2  
Rutherford County, North Carolina  
  
19.00703*

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## ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**Steve Garrison, Rutherford County Manager**  
**Rutherford County**  
**289 N. Main Street**  
**Rutherfordton, North Carolina 28139**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the date of the Bid opening, or for such longer period of time Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9-15-21</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

- B. Bidder has visited the Project Site and become familiar and is satisfied with local and Site conditions that may affect cost, progress, and performance of the Work;
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
- D. Bidder has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents;

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto;
- F. Bidder does not consider any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid;
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted;
- K. Bidder will submit written evidence of its authority to do business in North Carolina not later than the date of its execution of the Agreement;
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents, is in writing and in the form of a formal addendum and
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

##### **4.01 Bidder further represents:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 – BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

#### **UNIT PRICE BID**

*See attached Bid Schedule*

Bidder acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 210 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to, incorporated herein by reference, and made a condition of this Bid:
  - A. Required Bid security in the form of a certified check, money order, or Bid Bond
  - B. List of Proposed Subcontractors
  - C. Completed Bid Schedule
  - D. Non-Collusive Affidavit
  - E. Affidavit of Compliance – North Carolina – E-Verify Statutes

**ARTICLE 8 – BID SUBMITTAL**

**This Bid Submitted By:**

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: SITE DEVELOPMENT CORPORATION (SEAL)

State of Incorporation: NORTH CAROLINA  
Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: Donald A. Southards  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): DONALD A. SOUTHARDS

Title: PRESIDENT

Attest Thomas B. Connor

Date of Authorization to do business in [North Carolina] is 3-7-2006





A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_.

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

### Legal Name

Site Development Corporation

## Information

SosId: 0832760

Status: Current-Active ⓘ

Date Formed: 3/7/2006

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Southards, Andy

## Addresses

Principal Office	Reg Office	Reg Mailing	Mailing
258 Old Main Street Cliffside, NC 28024	258 Old Main Street Cliffside, NC 28024	258 Old Main Street Cliffside, NC 28024	P.O. Box 397 Cliffside, NC 28024

## Officers

Vice President	President
James Kyle Johnson PO Box 397 Cliffside NC 28024	Andy Southards PO Box 397 Cliffside NC 28024

## Stock

Class: Common

Shares: 100000

No Par Value: Yes

Rutherford County Landfill  
CDLF Phase 2  
Bid Schedule  
Rutherford County, NC

SECTION A - BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (shall not exceed 3% of Section A Bid Total)	1	LS	\$20,225.00	\$20,225.00
2	Clearing and grubbing	1	LS	\$30,500.00	\$30,500.00
3	Seeding, Fertilizing, and Mulching	1	LS	\$22,500.00	\$22,500.00
4	Slope and Ditch Matting	11700	SY	\$2.50	\$29,250.00
5	Riprap (All Types) with Filter Fabric Underlayment	100	TON	\$63.50	\$6,350.00
6	Erosion Control	1	LS	\$65,000.00	\$65,000.00
7	Gravel Access Road (6" Railroad Ballast & 6" CABC with grid)	4,500	SY	\$20.60	\$92,700.00
8	Earthwork	1	LS	\$265,500.00	\$265,500.00
9	Removal of In-Situ Material and Replace with Landfill Base	6,500	CY	\$7.00	\$45,500.00
10	18-inch HDPE Storm Drainage Pipe	50	LF	\$46.00	\$2,300.00
11	24-inch HDPE Storm Drainage Pipe	60	LF	\$58.00	\$3,480.00
12	36-inch HDPE Storm Drainage Pipe	130	LF	\$97.00	\$12,610.00
13	Concrete Headwall	1	EA	\$2,075.00	\$2,075.00
14	Open Throat Inlet	3	EA	\$3,730.00	\$11,190.00
15	Waste Limit Marker	13	EA	\$425.00	\$5,525.00
SECTION A - SUBTOTAL					\$614,705.00

SECTION B - ADDITIONAL WORK IF ORDERED BY ENGINEER					
16	Rock Excavation	500	CY	\$43.50	\$21,750.00
17	Undercut Excavation and Replace with Structural Fill	1000	CY	\$10.00	\$10,000.00
18	Rock Excavation	1	LS	\$25,000.00	\$25,000.00
19	Excavate and Haul Additional Soil	1000	CY	\$2.30	\$2,300.00
SECTION B - SUBTOTAL					\$59,050.00

TOTAL BID PRICE (A+B)					\$673,755.00
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STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

**AFFIDAVIT of COMPLIANCE**  
**with N.C. E-Verify Statutes**

I, Donald A. Southards (hereinafter the "Affiant"), duly authorized by and on behalf of Site Development Corporation (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the President (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. §64-25 (5).
3. X Employer employs 5 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification in accordance with N.C. Gen. Stat. §64-26.  
OR  
\_\_\_\_ Employer employs fewer than 5 employees in the State of North Carolina and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep Rutherford County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 23 day of SEPTEMBER, 2021.

Donald A. Southards  
Affiant

STATE OF NORTH CAROLINA  
COUNTY OF CLEVELAND

Sworn to and subscribed before me, this the 23 day of SEPTEMBER, 2021.

Thomas R. Connor  
Notary Public

My commission expires: JULY 28, 2022







NC GENERAL CONTRACTOR LICENSE NUMBER: 60801

September 23, 2021

Rutherford County  
Attn: Steve Garrison  
289 N. Main St.  
Rutherfordton, NC 28139

RE: Rutherford County Landfill CDLF Phase 2 – Subcontractors

Mr. Garrison,

If awarded this project, we plan to use the following subcontractor. All other work is planned to be self-performed.

Ed Holmes & Associates Land Surveyors, PA

Sincerely,

Site Development Corporation

A handwritten signature in black ink, appearing to read 'Donald L. Southards, President'. The signature is written in a cursive, flowing style.

Andy Southards  
President

Non-Collusive Affidavit  
(Submit with Bid Documents)

State of NORTH CAROLINA  
County of CLEVELAND

DONALD A. SOUTHARDS being first duly sworn, deposes and says that:

- (1) He/She is the OFFICER, )Owner, Partner, Officer, Representative or Agent) of SITE DEVELOPMENT CORP. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid; employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against( Recipient), or any person interested in the proposed Work;
- (4.) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit/.

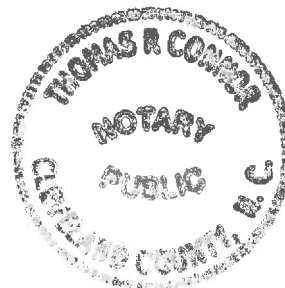
BY Donald A. Southards  
ITS PRESIDENT  
(Title)

Subscribed and sworn to before me

This 23<sup>RD</sup> day of SEPTEMBER

Thomas R. Connor

My Commission Expires JULY 28, 2022



## BID BOND

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

**BIDDER (Name and Address):**

Site Development Corporation  
258 Old Main Street  
Cliffside, NC 28024

**SURETY (Name, and Address of Principal Place of Business):**

Westfield Insurance Company  
PO Box 5001  
Westfield Center, OH 44251

**OWNER (Name and Address):**

Rutherford County  
289 N. Main Street  
Rutherfordton, North Carolina 28139

**BID**

Bid Due Date: September 23, 2021

Description (Project Name— Include Location):

Rutherford County Landfill CDLF Phase 2, Rutherford County, North Carolina

**BOND**

Bond Number: SDC092321

Date: 09/23/2021

Penal sum Five percent of the amount bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Site Development Corporation

(Seal)

Bidder's Name and Corporate Seal

By: Donald A. Southards

Signature

Donald A. Southards

Print Name

PRESIDENT

Title

Attest:

Thomas R. Connor

Signature

Title Witness

**SURETY**

Westfield Insurance Company

(Seal)

Surety's Name and Corporate Seal

By: Heather Rutan

Signature (Attach Power of Attorney)

Heather Rutan

Print Name

Attorney-in-Fact

Title

Attest: James Richardson

Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/10/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4111212 04

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  
CHARLES C. MARTIN, JAMES F. OAKES, LAVONNE SHERROD, HEATHER RUTAN, LINDA M. HOWARD, JOINTLY OR SEVERALLY

of KNOXVILLE and State of TN 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of FEBRUARY A.D., 2021.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 10th day of FEBRUARY A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and 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





David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

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 23rd day of

SEPTEMBER 2021



 Secretary  
Frank A. Carrino, Secretary