

Minutes of the 20 June 2011
Special Meeting of the Yancey County Board of Commissioners
Held at 8:30 o'clock a.m. in the Commissioners Board Room
Yancey County Courthouse, Burnsville, North Carolina

Present at the 20 June 2011 meeting of the Yancey County Board of County Commissioners were Chairman Johnny Riddle, Commissioners Jill Austin, Dale England, Michele Presnell and Marvin Holland, County Manager and Assistant Clerk to the Board of Commissioners Nathan Bennett, County Planner Jamie McMahan, Finance Director Lynne Hensley, Finance Officer Brandi Burlison, and Mike Cox with Architectural Design Studios.

Call to Order

Chairman Riddle called the meeting to order and asked for a motion to approve the agenda. Commissioner England made a motion to approve the agenda and Commissioner Holland seconded the motion. The vote to approve was unanimous. (Attachment A)

Department of Social Services Building Project

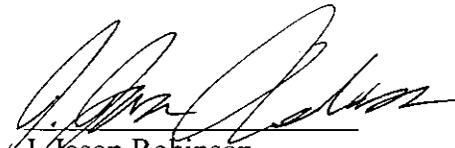
The Board heard from County Planner Jamie McMahan who gave a summary of the project to renovate the former Yancey Community Medical Center, owned by the county for consolidating the offices for the Department of Social Services. He explained about the bid process and stated that Tyner Construction was the low bidder with a bid of \$549,900. Mr. McMahan further stated that staff is working with Tyner to indentify some cost saving measures to reduce the amount down to \$500,000. Mr. McMahan further stated that the initial contract for demolition would be for \$90,000. Mr. Mike Cox also informed the Board that this project would have been for over a million dollars in 2007. Discussion followed about a project ordinance for this project. Commissioner Austin then made a motion to approve the project ordinance. The motion was seconded by Commissioner England and the vote to approve was unanimous. (Attachment B) Commissioner Austin then made another motion to enter into a contract with Tyner Construction for the Department of Social Services Building project. The motion was seconded by Commissioner England and the vote to approve was unanimous. (Attachment C)

Adjournment

Having no further business Commissioner England made a motion to adjourn and it was seconded by Commissioner Austin. The vote to adjourn was unanimous.

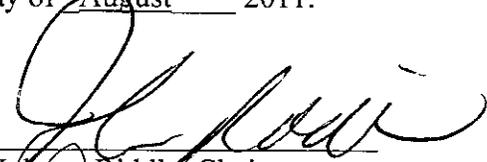
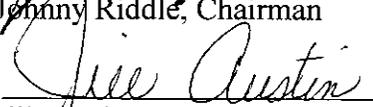
Approved and authenticated on this the 2nd day of August 2011.

Attest:

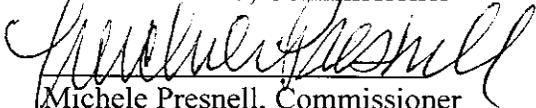

J. Jason Robinson
Clerk to the Board

(county seal)




Johnny Riddle, Chairman

Jill Austin, Commissioner

Dale England, Commissioner

Marvin Holland, Commissioner

Michele Presnell, Commissioner

Attachment A

COUNTY MANAGER
Nathan Bennett



COMMISSIONERS
Jill Austin
Dale England
Marvin Holland
Michele Presnell
Johnny Riddle

YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
June 20, 2011
8:30 A.M.

- I. Call to Order – Chairman Johnny Riddle
- II. Approval of the Agenda
- III. Department of Social Services – Facility Renovation Project
 - a. Review and Discussion
 - b. Contract for Project
 - c. Project Ordinance
- IV. Adjourn

Attachment B

**YANCEY COUNTY
CAPITAL PROJECT ORDINANCE FOR
YANCEY COUNTY DEPARTMENT OF SOCIAL SERVICES BUILDING**

BE IT HEREBY ORDAINED by the Yancey County Board of County Commissioners that, pursuant to Section 13.1 of Chapter 159 of the North Carolina General Statutes, the following capital project ordinance is hereby adopted:

SECTION 1: That the project authorized hereby is the repair and renovation of the old Yancey Community Medical Center for new offices for the Yancey County Department of Social Services, including without limitation, building stabilization, interior and mechanical and electrical renovations, and new interior finishes, to provide an appropriate and regulatory compliant work space for Department of Social Service staff, to reduce annual operating costs, and to preserve and enhance a valuable county-owned capital asset.

SECTION 2: Yancey County staff is hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes and the budget contained herein.

SECTION 3. The following revenues and resources are anticipated to be available to complete the project activities:

Revenues:	From:	Amount:
	Prior Appropriation from General Fund for Design And Engineering Costs (FY 10-11)	\$54,000.00
	Appropriation from General Fund for Construction Costs, incl. Reimbursement from Rural Center EY Sewer Grant (FY 10-11 & FY 11-12)	\$549,900.00
	Total:	<u>\$603,900.00</u>

SECTION 4. The following expenditures are hereby appropriated for the project activities:

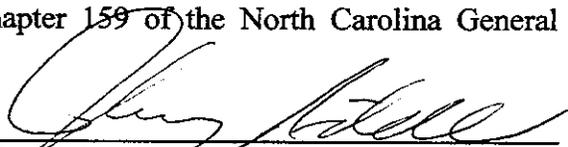
Expenditures:	For:	Amount:
	Design and Engineering	\$54,000.00
	Construction	\$549,900.00
	Total:	<u>\$603,900.00</u>

SECTION 5. The Yancey County Finance Office is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes. Further that Finance Office staff is directed to include a detailed analysis of past and future costs and revenues of this capital project in every budget submission made to the Board of County Commissioners.

SECTION 6. The Yancey County Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any further direction, authorization, or consent, including without limitation any and all contract documents, change orders, and any other such documents as may be necessary to give direction to architects, contractors, and others in completing this capital project. Further that the County Manager is authorized to transfer appropriations within the various line items of this capital project ordinance as he shall in his discretion deem necessary, according to law. Further that the County Manager shall from time to time report to the Board of County Commissioners as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

SECTION 7. Copies of this capital project ordinance shall be made available to all Yancey County staff for the purposes of direction in carrying out the completion of this capital project.

ADOPTED pursuant to Section 13.1 of Chapter 159 of the North Carolina General Statutes on this the 20th day of June 2011.


Hon. JOHNNY RIDDLE, Chairman
Yancey County Board of Commissioners

ATTEST:

J. JASON ROBINSON, Clerk to the
Yancey County Board of Commissioners

(SEAL)

Certified Bid Tabulation Form

Architectural Design Studio, P.A.

Bids Taken May 25, 2011 @ 3:00 PM

Offices for the Yancey County Department of Social Services

Yancey County

Burnsville, North Carolina

General Contract	Lic #	BB	MBE			Base Bid	Alternate 1 Aluminum Windows	Alternate 2 Casework	Total Bid
			1	A	B				
H&M Constructors	1245	5%	X	X		\$594,000	\$26,700	\$13,700	\$634,400
Kearey Builders, Inc.	47429	5%	X	X		\$632,000	\$24,200	\$22,700	\$678,900
Moss-Marlow Building Co., Inc.	42468	5%	X	X		\$649,463	\$25,500	\$17,050	\$692,013
Patton Construction Group, Inc.	66109	5%	X	X		\$592,800	\$17,300	\$16,300	\$626,400
Perry Bartsch Jr. Construction Co. Inc.	38679	5%	X	X		\$594,000	\$31,600	\$13,400	\$639,000
Tyner Construction Co., Inc.	23481	5%	X	X		\$549,900	\$28,500	\$13,841	\$592,241

Attachment C

I certify that these bids were taken on May 25, 2011 and were read aloud publicly.

Mike Cox, AIA



 **AIA**[®] Document A101[™] - 2007

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

AGREEMENT made as of the Twentieth day of June in the year Two Thousand and Eleven.
(In words, indicate day, month and year.)

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

Yancey County
110 Town Square
Burnsville, North Carolina 28714

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

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

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

Tyner Construction Company, Inc.
400 East Main Street
Burnsville, North Carolina 28714

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

The Demolition and Stabilization portion of this work as summarized in attached Appendix A and as described in the contract documents.

The work also includes the balance of the work described in the contract documents or portion thereof per negotiations between the Owner and Contractor.

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

Architectural Design Studio, P.A.
90 Church Street
Asheville, NC 28801

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The Date of Commencement shall be specified in a written Notice to Proceed issued for the Owner by the Architect.

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

One Hundred and Fifty (150) days from the Date of Commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Forty Nine Thousand, Nine Hundred Dollars (\$549,900.00), subject to additions and deductions as provided in the Contract Documents. The Contract Sum will be further modified in a Written Authorization from the Owner per attached Appendix B.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Note: See Attachment 'A' for 'Tyner Construction Company - Yancey County DSS Demolition Phase'.
See Attachment 'B' for Subsequent Authorizations..

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

ALLOWANCES

Included in this contract. Allowances include all applicable state and local taxes, overhead, profit and installation. Should the actual cost of items be less than the allowance, the Owner will be credited per unit prices. Should the actual cost of items be more than the allowance, the Contractor will be reimbursed per unit prices. (See Unit Prices). Allowances for items 1 – 4 below are applicable to additional work over and above the work already called out or noted in the drawings.

Allowances do not apply to the cost associated with the Demolition Phase of the work and may be modified as part of the Owner's authorization to proceed with the balance of the work.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201[™]-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

§ 8.3 The Owner's representative: *(Name, address and other information)*

Jamie McMahan
Yancey County
110 Town Square
Burnsville NC 28714

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

Benson Tyner
Tyner Construction Company, Inc.
400 East Main Street
PO Box 577
Burnsville NC 28714

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A 101-2007, Standard Form of Agreement Between Owner and Contractor.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document Title	Pages
A201-2007 General Conditions of the Contract for Construction	38
Supplementary General Conditions	21

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Division 1	General Requirements	04/13/2011	16
Division 2	Sitework	"	3
Division 3	Concrete	"	13
Division 4	Masonry	"	14
Division 5	Metals	"	7
Division 6	Wood	"	6
Division 7	Thermal & Moisture Protection	"	17
Division 8	Doors & Windows	"	29
Division 9	Finishes	"	26
Division 10	Specialties	"	6
Division 12	Furnishings	"	5
Division 32	Exterior Improvement	"	7

§ 9.1.5 The Drawings: Dated November 30, 2010

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

No.	Title	
T1.0	Title Sheet, Building Code Data & Life Safety	4/13/11
A1.1	Demolition Floor Plan	"
A1.2	Floor Plan	"
A1.3	Reflected Ceiling Plan	"
A8.1	Door, Window, Louver Schedules, Door Details	"
A8.2	Wall & Window Details	"
A8.3	Details	"
A9.1	Enlarged Toilet Plans, Casework	"
P1	Floor Plan - Plumbing & Specifications	"
M1	Floor Plan - HVAC	"
M2	Mechanical Details	"
M3	Specifications & Schedules	"
E1	Lighting Plan & Schedule	"
E2	Electrical Plan	"
E3	Electrical HVAC Wiring	"
E4	Electrical Legend & Details	"
E5	Panelboard Schedules and Service Grounding	"
E6	Electrical Specifications	"

Init.

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	04/21/11	4
Addendum #2	04/22/11	4
Addendum #3	04/26/11	1
Addendum #4	05/02/11	1
Addendum #5	05/17/11	6
Addendum #6	05/18/11	3

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

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

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

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

Advertisement for Bids
Notice to Bidders
Revised Notice to Bidders
Forms
Instruction to Bidders A701-2007
Supplementary Instructions to Bidders
Form of Proposal
MBE Form 1, Affidavit A, B, C, D, and Appendix E
Form of Bid Bond
Form of Performance Bond
Form of Payment Bond
Form of Final Certificate and Release
Contractors Sales and Use Tax Report

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

As specified in the Supplementary General Conditions - Article 11, "Insurance and Bonds" (Item #97).

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


OWNER (Signature)


CONTRACTOR (Signature)

Nathan Bennett, County Manager
(Printed name and title)

Benson Tyner, President
(Printed name and title)

Init.

**YANCEY COUNTY DSS
DEMOLITION PHASE**

Action

Med Devices Labor	
Move Debris/Wash Interior/Exterior	
Respirators/Suits/Gloves	
Dust Removal/Fans/Hepa Filters	
Disinfect/Dust Containment	
Environmental Before/After Testing	
Asbestos Removal	Per Rooms "Z" in Demo Notes
Demo Rear Walk/Re-Grade	
Demo Concrete Slabs in Building	
Patch Slabs @ Toilets	
Remove Blinds	
Remove Existing Doors/Frames	Per Spec
Demo Metal Frame Walls	Per Spec
Remove Wood Trim/Oak Rail/Store	
Remove Wall Paper by Allowance	
Demo Acoustical Ceiling/Grid	Per Addendum
Demo Vinyl Floor	
Demo Carpet/Base	
Demo Ceramic Tile	
Demo Cabinets/Shelves/ Misc	
Remove Toilet Accessories/Save Mirrors	
Electrical Demo	Per Spec
HVAC Demo	Per Spec
Plumbing Demo	Cut Floor, Med Gas Remove Fixtures/Cap
Sheetrock Demo	Remove in Areas per Addendum
Dumpster Demo	
Performance Bond	
Silt Fence At Drain	
Main Floor Slab	
Floor Filler	
Supervision	

Appendix B

The contractor is hereby authorized to proceed with demolition and stabilization work as summarized in attached Appendix A. The contractor shall not undertake work described in Appendix A that is anticipated to exceed a total cost of Ninety Thousand Dollars, except as authorized in writing by the owner.

It is further recognized that the scope and total cost of the work is subject to modification as mutually agreed to by the owner and contractor and subject to written authorization from the owner. The contractor shall, upon written authorization from the owner, pursue the balance of the work described in the contract documents as modified by negotiation and as authorized in writing.

The total cost of the work shall be the sum stipulated by the owner and contractor in an amendment to this contract, as authorized in writing by the owner, provided that said contract amendment and authorization is given within 30 days of the issuance of the Notice to Proceed. The total cost the amended work, including demolition, will not exceed \$549,900 per the contractor's proposal, unless authorized by the owner.

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN it is specifically understood by and between the parties that the Owner has the unilateral right to terminate this Contract upon payment to the Contractor of the sum of \$90,000.00 for demolition and building stabilization work as set forth herein.

Bidder: Tyner Construction Company, Inc. Date: 5-25-11

SINGLE PRIME CONTRACT FOR:

OFFICES FOR THE YANCEY COUNTY DEPARTMENT OF SOCIAL SERVICES
for Yancey County, North Carolina - Burnsville, North Carolina

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 that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion 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; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees if this proposal is accepted to contract with Yancey 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 the construction and installation of:

OFFICES FOR THE YANCEY COUNTY DEPARTMENT OF SOCIAL SERVICES

The work shall be conducted in full and complete accordance with the plans, specifications, and contract documents to the full and entire satisfaction of Architectural Design Studio, 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 :

Five Hundred Forty-Nine Thousand Nine Hundred Dollars (\$ 549,900.⁰⁰)
Base Bid

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 one hundred and fifty (150) consecutive calendar days, including said date.

Alternates

Should the Owner elect to accept any of the alternates as shown on the drawings or described in the specifications, the amount written below shall be the amount to "add to" the base bid.

Alternate 1 Twenty Eight Thousand Five Hundred Dollars (\$ 28,500.⁰⁰)
(Aluminum Windows)

Alternate 2 Thirteen Thousand Eight Hundred ^{Forty-One} Dollars (\$ 13,841.⁰⁰)
(Casework)

~~Patcher Repair~~

The undersigned represents that the following Sub-Contractors have been selected for the subdivisions or branches of Work (Include Name and Phone Number of Firm for each):

1) **General Construction**

Self Performed

2) **Plumbing**

*Hill's Plumbing Contractors
John H. Hill
828-689-5092*

3) **Mechanical (Heating, Ventilation and Air Conditioning)**

*Gentry Heating, Inc.
Jim Nash
828-775-2851*

4) **Electrical**

~~*K.C. Electrical, Inc.*~~ *Whitson Electric Co. Ad*
~~*Kenneth Gardner*~~ *David Whitson*
~~*828-765-0891*~~ *828-765-9700*

The undersigned has enclosed in an envelope separate from this proposal a cashier's check or certified check in an amount equal to not less than five percent (5%) of the maximum amount of potential contract award, or cash or bid bond in an equal amount. The undersigned further agrees that in case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of contract, the check, cash or bid bond accompanying 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.

The undersigned has enclosed in an envelope separate from this Proposal a cashier's check, or certified check, or cash, or an executed bid bond in the amount of 5% of the bid.

_____ DOLLARS

(\$ _____), made payable to YANCEY COUNTY, NORTH CAROLINA, same being not less than five percent (5%) of the maximum amount of potential contract award.

Respectfully submitted this 25th day of May, 2011.

Tyner Construction Company, Inc.
(Name of Firm or Corp. Making Bid)

WITNESS:

BY Benson Tyner

TITLE President

(Proprietorship or Partnership)

(Owner, Partner, Corp. President or Vice President only)

ATTEST:

ADDRESS P.O. Box 577 Burnsville NC
28714

BY Martha Tyner

LICENSE NO. 23481

TITLE Corporate Secretary
(Corp. Sec. or Assist. Sec. Only)

(Corporate Seal)

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

Addendum Number <u>1</u>	Date <u>4-21-11</u>	Received <u>4-21-11</u>
Addendum Number <u>2</u>	Date <u>4-22-11</u>	Received <u>4-22-11</u>
Addendum Number <u>3</u>	Date <u>4-26-11</u>	Received <u>4-26-11</u>
Addendum Number <u>4</u>	Date <u>5-2-11</u>	Received <u>5-5-11</u>
Addendum Number <u>5</u>	Date <u>5-17-11</u>	Received <u>5-18-11</u>
Addendum Number <u>6</u>	Date <u>5-18-11</u>	Rec'd <u>5-19-11</u>

Unit Prices

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall include applicable installation or labor costs and Unit prices shall be applied, as appropriate, to compute the total value of changes in scope of the work all in accordance with the contract documents.

- 1. Replacement of existing gyp. Bd. per 4'x4' section, including removal, replacement and finishing of newly installed gypsum board. (\$ 52.00) per 16 sq ft

The undersigned represents that the following Sub-Contractors have been selected for the subdivisions or branches of Work (Include Name and Phone Number of Firm for each):

1) **General Construction**

Self Performed

2) **Plumbing**

Hill's Plumbing Contractors

John H. Hill

828-689-5092

3) **Mechanical (Heating, Ventilation and Air Conditioning)**

Gentry Heating, Inc.

Jim Nash

828-775-2851

4) **Electrical**

~~*K.C. Electrical, Inc.*~~

~~*Kenneth Gardner*~~

~~*828-765-0891*~~

Whitson Electric Co. BA

David Whitson

828-765-9700