

Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 704/625-9983 • FAX 704/625-8371

Incorporated 1927

MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL HELD THURSDAY, NOVEMBER 17, 1994, 3:30 P.M. AT THE LAKE LURE TOWN HALL

PRESENT: Mayor Max E. Lehner
Mayor Pro-tem Bud Schichtel
Commissioner Bill Bush
Commissioner Bill Church
Commissioner Jack Donovan

Paul Wilson, Interim Town Manager
Sam Karr, Finance Director
J. Christopher Callahan, Town Attorney

ABSENT: N/A

CALL TO ORDER

Mayor Lehner called the meeting to order at approximately 3:30 p.m. and requested the clerk to note that a quorum was present.

INVOCATION

Attorney Callahan gave the invocation.

CLOSED SESSION REVIEW BUILDING CONTRACTS FOR NEW GOVERNMENT CENTER

Commissioner Bush moved, seconded by Commissioner Church, to enter into closed session for the purpose of reviewing building contracts for the new government center.

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After discussion within the closed session, Commissioner Bush moved, seconded by Commissioner Church, to come out of the closed session and re-enter the regular session of the meeting. The vote of approval was unanimous.

Council reviewed a certified letter received from Vice President Michael A. Goodman, Buncombe Construction Company, Inc., on November 17, 1994, which read as follows:

**Re: Lake Lure Government Center
Lake Lure, NC**

**To: Spaceplan/Architecture, Interiors and Planning, PA
39 Patton Avenue
Asheville, NC 28801**

**Attention: Carroll Hughes
Michael McDonough**

11/16/94

Gentlemen,

We are in receipt of the "Standard Form of Agreement between Owner and Contractor", dated 11/08/94. Please be advised that we cannot sign this contract in it's present form, for the following reasons:

- (1) Contingency Owner Financing Provision in article 7.3.**
- (2) Reference in Article 2 indicating that we are to include site utilities in our scope of work. Our interpretation of the Contract Documents is that the site utility work is to be by the Prime Plumbing Contractor. We did not include site utility work in our bid.**

We must respectfully decline signing the Contract Document, until the above 2 items have been clarified and resolved. Thank you.

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**Very truly yours
BUNCOMBE CONSTRUCTION CO., INC.**

**Michael A. Goodman
Vice President**

- c.c. (1) **Ben Treece**
(2) **Beecher Hammond**
(3) **Town of Lake Lure**
P. O. Box 255
Lake Lure, NC 28746
Mayor Max Lehner

(Copy attached of certified letter).

After much discussion, Commissioner Bush moved, seconded by Commissioner Schichtel, to accept the following two proposed changes by Buncombe Construction Co., Inc. and have all parties sign the contract (Standard Form of Agreement between Owner and Contractor) today:

1. **Page 2, Article 2 -- The Work of this contract. Delete "site utilities".**
2. **Page 5, Article 7 -- Miscellaneous Provisions. 7.3. Delete "This contract is contingent upon the Town of Lake Lure securing and closing on financing for the project."**

The vote of approval was unanimous.

Mayor Lehner recessed the special meeting briefly in order to sign the contract between the Town of Lake Lure and with Buncombe Construction Co., Inc. (Copy attached of signed Buncome Construction Co. Contract).

Mayor Lehner called the special meeting back to order after the signing of the contract between the Town of Lake Lure and Buncombe Construction Co., Inc.

**REVIEW BUILDING CONTRACTS FOR
NEW GOVERNMENT CENTER**

Architect Carroll Hughes, President of Spaceplan Architects, and Project Architect, Michael McDonough presented Council with signed contracts, bonds, and certificates of insurance from Buncombe Construction Co., Inc. (Asheville, NC), Hoyle Plumbing Co., Inc. (Shelby, NC), and Bolton Corporation (Asheville, NC).

**CLOSED SESSION
MANAGERS EMPLOYMENT TERMS AND EMPLOYMENT
OF A FIRE DEPARTMENT COORDINATOR**

Commissioner Bush moved, seconded by Commissioner Church, to appoint Mayor Lehner to record the closed session minutes in the absence of the clerk. The vote of approval was unanimous.

Commissioner Schichtel moved, seconded by Commissioner Bush, to enter into closed session for the purpose of discussing the managers employment terms and employment of a Fire Department Coordinator. The vote of approval was unanimous.

After discussion within the closed session, Commissioner Schichtel moved, seconded by Commissioner Bush, to come out of the closed session and re-enter the regular session of the meeting. The vote of approval was unanimous.

Commissioner Schichtel moved, seconded by Commissioner Church, to offer the town manager position to John R. Strutner and enter into a contract not to exceed \$50,000. The vote of approval was unanimous.

It was the consensus of Council to authorize Mayor Lehner, Commissioner Schichtel, and Attorney Callahan to draft a contract between the Town of Lake Lure and John R. Strutner.

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Commissioner Bush moved, seconded by Commissioner Donovan, to offer the Coordinator for the Fire Departments to Ronald Jay Morgan and enter into a contract not to exceed \$28,000. The vote of approval was unanimous.

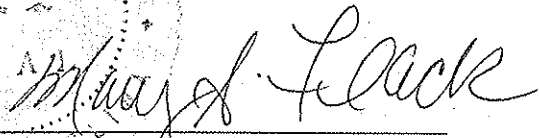
It was the consensus of Council to authorize Mayor Lehner to draft a contract between the Town of Lake Lure and Ronald Jay Morgan.

COUNCIL COMMENTS

With no further items of discussion, Commissioner Bush moved, seconded by Commissioner Donovan, to adjourn the meeting. The vote of approval was unanimous.



ATTEST:



Mary A. Flack, CMC/AAE
Town Clerk



Mayor Max E. Lehner

RECEIVED
NOV 17 1994

Re: Lake Lure Government Center
Lake Lure, N.C.

To: Spaceplan/Architecture, Interiors and Planning, PA
39 Patton Avenue
Asheville, N.C. 28801

Attention: Carroll Hughes
Michael McDonough

11/16/94

Gentlemen,

We are in receipt of the "Standard Form of Agreement Between Owner and Contractor", dated 11/8/94. Please be advised that we cannot sign this contract in its present form, for the following reasons:

(1) Contingency Owner Financing Provision in article 7.3.

(2) Reference in Article 2 indicating that we are to include site utilities in our scope of work. Our interpretation of the Contract Documents is that the site utility work is to be by the Prime Plumbing Contractor. We did not include site utility work in our bid.

We must respectfully decline signing the Contract Document, until the above 2 items have been clarified and resolved. Thank you.

Very truly yours,
BUNCOMBE CONSTRUCTION CO., INC.

Michael A. Goodman
Vice President

c.c. (1) Ben Treece
(2) Beecher Hammond
(3) Town of Lake Lure
P.O. Box 255
Lake Lure, N.C. 28746
Mayor Max Lehner

BUNCOMBE CONSTRUCTION COMPANY, INC
CRAYTON ROAD • BILTMORE STATION • P.O. BOX 5397
ASHEVILLE, NORTH CAROLINA 28813 • 704/274-9543

SPACEPLAN
 Architecture, Interiors & Planning
 39 Patton Avenue
 ASHEVILLE, NORTH CAROLINA 28801

RECEIVED
 NOV 23 1994

LETTER OF TRANSMITTAL

(704) 252-9649
 Fax (704) 251-5959

TO Paul Wilson
 Town Manager
 Town of Lake Lure

DATE	22 November 1994	JOB NO	930171
ATTENTION			
RE	New Government Facility		
	Town of Lake Lure		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- Revised Owner/Contractor Contract

COPIES	DATE	NO.	DESCRIPTION
1	8/11/94 Nov 8/94		Owner/Contractor Contract

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19_____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS Please Note changes on page 2 and page 5, and page 2 of Exhibit A.

COPY TO _____

SIGNED: Gwen [Signature]



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a
STIPULATED SUM*

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, 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.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Eighth day of November in the year of
Nineteen Hundred and Ninety-Four.

BETWEEN the Owner: Town of Lake Lure
(Name and address) P.O. Box 255
Lake Lure, North Carolina 28746

and the Contractor: Buncombe Construction Co., Inc.
(Name and address) P.O. Box 5394
Asheville, NC 28803

The Project is: The construction of a new one-story building of 9,900 s.f.
(Name and location) The building will house the Town Hall, Police Department and Recreation
Department.

The Architect is: SPACEPLAN/Architecture, Interiors and Planning, PA
(Name and address) 39 Patton Avenue
Asheville, NC 28801

The Owner and Contractor agree as set forth below.

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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; these 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 Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The contractor shall perform the general contract work portion of the project including, but not limited to, grading, paving, and landscaping.

J. Mag
MAG

EXCLUDED (BY OTHERS)
02222 - EXCAVATION FOR UTILITY SYSTEMS
02660 - WATER LINES
02730 - SANITARY SEWER

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, 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 will be a date fixed in the Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work ~~not later than~~ within

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Two Hundred Sixty (260) consecutive calendar days from said date.

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

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated damages in the amount of \$100.00 per day shall be paid to the owner as stipulated in the supplementary general conditions, article 15.28, subarticle 8.4, liquidated damages.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Seven Hundred Ninety-Nine Thousand Seven Hundred Fifteen Dollars (\$ 799,715.00), subject to additions and deductions as provided in the Contract Documents.

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 decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Alternate GC-01, canopy roof, is accepted.

4.3 Unit prices, if any, are as follows:

1. Earth Excavation/Hand Exc. - \$35.00 per cubic yard.
Earth Excavation/Machine Exc. - \$5.00 per cubic yard
2. Compacted earth fill, deposited - \$12.00 per cubic yard, in place.
3. Mass rock excavation - \$150.00 per cubic yard.
4. Trench rock excavation - \$250.00 per cubic yard.
5. Foundation concrete, unreinf. - \$150.00 per cubic yard, in place.
6. Rebar steel, vert. & horizontal - \$1,000.00 per ton, in place.
7. Undercutting and soil repair. - \$15.00 per cubic yard.

ARTICLE 5
PROGRESS PAYMENTS

5.1 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.

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

5.3 Provided an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the 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 and 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.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

5.6.1 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 total 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 the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 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 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions

5.8 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 Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

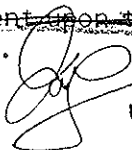
7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

~~This contract is contingent upon the Town of Lake Lure securing and closing on financing for this project.~~


MAG mag

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated September 6, 1994 and are as follows:

Document	Title	Pages
00201	Notice to Bidders	4
00202	Advertisement for Bids	3
00203	Instruction to Bidders	5
00204	Supplementary Instruction to Bidders	9
00213	Non-Collusive Affidavit	1
00401	Supplementary General Conditions	24
00402	Addition to Supplementary General Conditions	21

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	See attached table of contents 00050, Pages 1-4, marked as exhibit A.	

9.1.5 The Drawings are as follows, and are dated _____ (unless a different date is shown below)
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	See attached list of drawings 00100, pages 1-2, marked as Exhibit B.	

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	19 September 1994	29

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 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide 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.)

Attached herewith is the excuted form of proposal, marked as Exhibit C.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

See page 9 for signatures.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

TOWN OF LAKE LURE

BY: *Max E. Lehner*
MAX E. LEHNER, MAYOR

(TOWN SEAL)

ATTEST:

Mary A. Black
TOWN CLERK

11-17-94
DATE



BUNCOMBE CONSTRUCTION
COMPANY, INC.

BY: *John C. Greer*
NAME

President
TITLE

(CORPORATE SEAL)

ATTEST:

Michael A. Goodman
CORPORATE SECRETARY

11/17/94
DATE

PROJECT MANUAL - TABLE OF CONTENTS:

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00100	List of Drawings
00200	List Miscellaneous Bidding Documents
00201	Notice to Bidders
00202	Advertisement for Bids
00203	Instructions to Bidders - AIA Document A701-1987
00204	Supplementary Instructions to Bidders
00205	Form of Proposal - Single Prime Contract Work
00206	Form of Proposal - General Contract Work
00207	Form of Proposal - Plumbing Contract Work
00208	Form of Proposal - HVAC Contract Work
00209	Form of Proposal - Electrical Contract Work
00210	Bid Bond
00211	Performance Bond
00212	Payment Bond
00213	Non-Collusive Affidavit
00300	Standard Form of Agreement Between Owner and Contractor AIA Document A101-1987
00400	General Conditions of the Contract for Construction AIA Document A201-1987
00401	Supplementary General Conditions of the Contract
00402	Additional Supplementary General Conditions of the Contract
00403	Notice of Award
00500	List Miscellaneous Documents for Use During Construction
00501	Notice to Proceed
00502	Application and Certificate for Payment - AIA Document G702-1983
00503	Continuation Sheet - AIA Document G703-1983
00504	Certificate to Accompany Application for Payment
00505	Sales Tax Reimbursement Information
00506	Change Order - AIA Document G701-1987
00507	Consent to Change Order
00508	Certificate of Substantial Completion - AIA Document G704-1978
00509	Final Certificate and Release
00510	Consent of Surety Company to Final Payment G707 (4/70)
00511	Consent of Surety to Reduction in Retainage G707A (6/71)
00512	Proposal Request - AIA Document G709-1970
00513	Architect's Supplemental Instructions G710-1979
00514	Construction Change Directive - AIA Document G714-1987
00515	Request for Information
00516	Request for Substitution
00517	Request for Substitution During Bidding
00600	Geotechnical Investigation Report

DIVISION 1 - GENERAL REQUIREMENTS

- 01010 Summary of Work
- 01026 Unit Prices
- 01027 Application for Payment
- 01030 Alternates
- 01035 Modification Procedures
- 01040 Project Coordination
- 01045 Cutting and Patching
- 01050 Field Engineering
- 01095 Reference Standards and Definitions
- 01200 Project Meetings
- 01300 Submittals
- 01310 Schedules and Reports
- 01400 Quality Control Services
- 01500 Temporary Facilities
- 01600 Materials and Equipment
- 01631 Product substitutes
- 01700 Project Closeout
- 01740 Warranties and Bonds

DIVISION 2 - SITEWORK

- 02110 Clearing and Grubbing
- 02200 Earthwork
- ~~02222 Excavation for Utility Systems~~ EXCLUDED MAG
- 02282 Termite Control
- 02511 Hot Mixed Asphalt Paving
- 02520 Bituminous Concrete Surface Course, Types I-1 and I-2
- 02550 Concrete Curb/Curb and Gutter
- ~~02660 Water Lines~~ EXCLUDED MAG
- ~~02730 Sanitary Sewer~~ EXCLUDED MAG
- 00281 Fences and Gates
- 02900 Landscape/Lawn & Grass
- 02935 Sodding

DIVISION 3 - CONCRETE

- 03200 Concrete Reinforcement
- 03300 Cast-in-Place Concrete
- 03414 Precast Roof Decking

DIVISION 4 - MASONRY

- 04200 Unit Masonry

LAKE LURE

GOVERNMENT CENTER

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00050 - 2

DIVISION 5 - METALS

05120 Structural Steel

DIVISION 6 - WOOD AND PLASTICS

06100 Rough Carpentry
06200 Finish Carpentry
06402 Interior Architectural Woodwork

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210 Building Insulation
07241 Exterior Insulation and Finish Systems (EIFS)-Class PB
07310 Concrete Roofing Tile
07320 Concrete Roofing Tile
07410 Manufactured Roof Panels
07530 Single Ply Membrane Roofing
07600 Flashing and Sheet Metal
07900 Joint Sealers

DIVISION 8 - DOORS AND WINDOWS

08111 Standard Steel Doors and Frames
08211 Flush Wood Doors
08212 Stile & Rail Wood Doors
08333 Overhead Doors
08351 Folding Doors
08610 Wood Windows
08800 Glass and Glazing

DIVISION 9 - FINISHES

09250 Gypsum Drywall
09300 Tile
09512 Acoustical Tile Ceiling
09660 Resilient Tile Flooring
09678 Resilient Wall Base - Accessories
09680 Carpet
09900 Painting

DIVISION 10 - SPECIALTIES

- 10155 Toilet Compartments
- 10160 Toilet Partitions
- 10200 Louvers and Vents
- 10265 Wall Surface Protection Systems
- 10350 Flagpoles
- 10500 Metal Lockers
- 10522 Fire Extinguishers, Cabinets and Accessories
- 10652 Folding Panel Partitions
- 10800 Toilet and Bath Accessories

DIVISION 11 - EQUIPMENT - NONE

DIVISION 12 - FURNISHINGS - NONE

DIVISION 13 - SPECIAL INSTRUCTION -NONE

DIVISION 14 - CONVEYING SYSTEMS - NONE

DIVISION 15 - PLUMBING AND HVAC

- 15250 Thermal Insulation for Mechanical Systems
- 15400 Plumbing General Purpose
- 15653 Air Conditioning System (unitary type)
- 15895 Air Supply & Distribution System (for air conditioning system)
- 15935 Ventilation & Exhaust System
- 15990 Testing, Adjusting & Balancing of HVAC Systems

DIVISION 16 - ELECTRICAL

- 16208 Engine Generators
- 16262 Manually-operated Non-automatic Transfer Switch
- 16402 Underground Electrical Construction
- 16415 Electrical Work, Interior
- 16721 Fire Detection and Alarm System

END OF TABLE OF CONTENTS

LIST OF DRAWINGS:

GENERAL

- A001 Cover Sheet
- A002 Building Data

SITE WORK

- C101 Existing Site Conditions
- C102 Site Plan - Grading & Utilities
- C103 Site Plan - Layout
- C104 Site - Details
- C105 Site - Details
- C201 Erosion Control Plan
- C202 Erosion Control Details

ARCHITECTURAL

- A101 Floor Plan - Notes & Room Finish Schedule
- A102 Floor Plan - Layout
- A103 Roof Plan & Wall Types
- A201 Building Elevations
- A202 Building Elevations and Building Sections
- A401 Enlarged Plans and Interior Elevations
- A402 Enlarged Plan and Interior Elevations
- A601 Wall Sections
- A701 Details
- A702 Details
- A703 Details
- A801 Door Schedule and Door Types
- A802 Door Detail
- A803 Door Detail
- A901 Interior Elevation & Casework
- A902 Casework & Floor Details
- A903 Casework

STRUCTURAL

- S101 Foundation Plan
- S102 Section
- S103 Foundation Plan/Control Joints
- S104 Roof Framing Plan
- S105 Framing Details

PLUMBING

- P101 Plumbing Plan

HVAC

M101 Floor Plan HVAC

M102 HVAC Sections and Details

ELECTRICAL

E101 Lighting Plan

E102 Power Plan

E103 Panel Schedule

E104 Power Supply Plan

E105 Fire Alarm Plan

E106 Reflected Ceiling Plan

E107 Special Systems

FORM OF PROPOSAL

GENERAL CONTRACT WORK
FOR
A NEW GOVERNMENT CENTER
FOR
THE TOWN OF LAKE LURE
LAKE LURE, NORTH CAROLINA 28746

* * *

SPACEPLAN / Architecture, Interiors & Planning, PA
39 Patton Avenue
Asheville, North Carolina 28801

* * *

NOTE: Proposal must be filled in on the following form:

Date September 29, 1994

MR. PAUL WILSON, ACTING TOWN MANAGER
THE TOWN OF LAKE LURE
Post Office Box 255
Lake Lure, North Carolina 28746

Dear Mr. Wilson

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 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 agrees that the General Contractor shall act as the Project Expediter for all prime construction contracts. See Supplementary General Conditions, Article 15.4.

LAKE LURE

GOVERNMENT COMPLEX

FORM OF PROPOSAL

00206 - 1

The Bidder proposes and agrees, if the following Bid Proposal is accepted, to contract with the Town of Lake Lure, in the form of Contract, as issued by the American Institute of Architects, AIA Document No. A-101, latest edition, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the General contract work for the Lake Lure Government Center, Town of Lake Lure, North Carolina, in full and complete accordance with the Plans, Specifications, and Contract Document, to the full and entire satisfaction of the Owner and the Architects, 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 following stated sum or sums:

BASE BID Seven Hundred Ninety-six Thousand
Eight Hundred Forty DOLLARS (\$ 796,840⁰⁰)

Should any of the Alternates or components of the Alternates described in the Specifications be accepted, the amount written below shall be the amount to be "added to" the base bid. Contractor to place plus sign in parenthesis beside Alternate. Alternates will not necessarily be accepted or awarded in numerical sequence. The Owner reserves the right to reject or accept any or all components of the Work in the Alternate. The sum of the Base Bid and the Alternate Work selected will determine the low bid.

ALTERNATE #GC-01: (+) Two Thousand Eight Hundred
Seventy-five DOLLARS (\$ 2,875⁰⁰)

ALTERNATE #GC-02: (+) One Thousand Five
Hundred DOLLARS (\$ 1,500⁰⁰)

ALTERNATE #GC-03: (+) Eleven Thousand Three
Hundred DOLLARS (\$ 11,300⁰⁰)

ALTERNATE #GC-04: (+) Four Thousand Three
Hundred DOLLARS (\$ 4,300⁰⁰)

ALTERNATE #GC-05: (A) Eleven Hours
11,000 DOLLARS (\$ 11,000⁰⁰)

The following Unit Prices are given as net Unit Prices and no profit or overhead shall be added or deducted when applying Unit Prices. The Unit Prices quoted are for the purpose of increasing or decreasing the project, at the Owner's option, using such Unit Prices.

- | | | |
|----|--|--|
| 1. | Earth Excavation
Hand Excavation | \$ <u>35⁰⁰</u>
per cubic yard |
| | Machine Excavation | \$ <u>5⁰⁰</u>
per cubic yard |
| 2. | Compacted Earth Fill,
Deposited | \$ <u>12⁰⁰</u>
per cubic yard, in place |
| 3. | Mass Rock Excavation | \$ <u>150⁰⁰</u>
per cubic yard |
| 4. | Trench Rock Excavation | \$ <u>250⁰⁰</u>
per cubic yard |
| 5. | Foundation Concrete
Unreinforced | \$ <u>150⁰⁰</u>
per cubic yard, in place |
| 6. | Rebar Steel
Vertical and Horizontal | \$ <u>1,000⁰⁰</u>
per ton, in place |
| 7. | Undercutting and
Soil Repair | \$ <u>15⁰⁰</u>
per cubic yard |

The Bidder further proposes and agrees hereby to commence all work included in the Base Bid to be performed under this Agreement on a date to be specified in a written order (Notice to Proceed) from the Owner and shall fully complete all work hereunder within Two Hundred Sixty (260 consecutive calendar days from said date.

The undersigned attaches hereto a cashier's check or certified check in an amount equal to not less than five per cent (5%) of the maximum amount of potential contract award, or cash or bid bond in an equal amount; and further agrees that in case of failure on his part to execute the said contract and the required bonds within the (ten) consecutive calendar days after written notice being given of the award of the contract, the check, cash, or bid bond accompanying his bid shall be paid into the funds of the Owner's Account to be 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.

Attached hereto is a cashier's check, or certified check, or cash, or an executed bid bond in the amount of:

(**5%**) of amount bid _____ DOLLARS

(\$ (**5%**)), made payable to THE TOWN OF LAKE LURE, same being not less than five per cent (5%) of the maximum amount of potential contract award.

Respectfully submitted this 29th day of September 19 94

BUNCOMBE CONSTRUCTION COMPANY, INC.

(Name of Firm or Corp. making Bid)

Witness:

By *Ben E. Treece*
BEN E. TREECE
Title PRESIDENT

(Proprietorship or Partnership)

(Owner, Partner, Corporation President or Vice President, only)

Attest:

Address P.O. BOX 5397
ASHEVILLE, N.C. 28813

By *Michael A. Goodman*

Licence No. 3101

MICHAEL A. GOODMAN
Title CORP. SECRETARY
(Corporation Secretary or Assistant Secretary, only)

(Corporate Seal)

Addenda Received and Used in Computing Bids (initial as appropriate).

Addendum No. <u>1</u>	Dated <u>9/19/94</u>	Received <u>9/21/94</u>
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____
Addendum No. _____	Dated _____	Received _____

NOTE: Proposal Package Includes:

Proposal (Section 00206)
Bid Bond (Section 00210)
Non-Collusive Affidavit (Section 00213)
MB Form 1 or MB Form 2 (Section 00402)
Preliminary Construction Schedule (see Section 01310)

END OF SECTION 00206 - FORM OF PROPOSAL/GENERAL CONSTRUCTION



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, 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.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Eighth day of November in the year of
Nineteen Hundred and Ninety-Four.

BETWEEN the Owner: Town of Lake Lure
(Name and address) P.O. Box 255
Lake Lure, North Carolina 28746

and the Contractor: Buncombe Construction Co., Inc.
(Name and address) P.O. Box 5394
Asheville, NC 28803

The Project is: The construction of a new one-story building of 9,900 s.f.
(Name and location) The building will house the Town Hall, Police Department and Recreation
Department.

The Architect is: SPACEPLAN/Architecture, Interiors and Planning, PA
(Name and address) 39 Patton Avenue
Asheville, NC 28801

The Owner and Contractor agree as set forth below.

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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; these 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 Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The contractor shall perform the general contract work portion of the project including, but not limited to, grading, paving, ~~site utilities~~ and landscaping.

[Handwritten signature]
MAG

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, 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 will be a date fixed in the Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work ~~not later than~~ within

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Two Hundred Sixty (260) consecutive calendar days from said date.

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

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated damages in the amount of \$100.00 per day shall be paid to the owner as stipulated in the supplementary general conditions, article 15.28, subarticle 8.4, liquidated damages.

