



REQUEST FOR BOARD ACTION

ITEM NO. 10.

DATE OF MEETING: September 21, 2009

REQUESTED BY: David McCole, Finance Director

SHORT TITLE: Resolution Authorizing Contracts with and Approving Purchase Orders to Raysand Building Corp. in the amount of \$1,228,648 for Construction of Classroom Additions, and to G&H Construction and Paving, Inc., in the amount of \$19,316 for Grading and Paving at Rocky Point Primary School

BACKGROUND: Of the \$56 million school bond referendum approved by voters on May 3, 2005, \$1,929,000 was allocated for renovations to the Rocky Point Primary School. Thus far the Board has authorized allocations totaling \$284,963.37 to this project.

At this time, the schools are requesting approval of a contract with Raysand Building Corporation to construct the necessary classroom additions and to G&H Construction & Paving, Inc., for grading and paving at Rocky Point Primary.

The County and Schools have entered into the appropriate agreements to permit the County to pay the bills associated with this construction in order to recapture the sales taxes paid and realize a substantial savings.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to authorize a contract with and purchase order to Raysand Building Corporation in the amount of \$1,228,648 and to G&H Construction & Paving, Inc., for \$19,316 for classroom construction, grading and paving at Rocky Point Primary School.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

MB
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

contracts and purchase orders are authorized as follows:

Raysand Building Corporation	\$1,228,648	Classroom Construction
G&H Construction & Paving, Inc.	\$ 19,316	Grading & Paving
Total	\$1,247,964	

63-406461 Rocky Point Primary School Renovations

The Chairman/County Manager is authorized to execute any documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Tate ___ Brown ___ Blanchard ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman 09/21/09
DATE

ATTEST 09/21/09
DATE

G&H Construction & Paving, Inc.

PO Box 40
 Rocky Point, NC 28457
 Phone: 910-602-6474 Fax: 910-602-3087
 Email: gandh@hughes.net

Proposal

Date	Estimate #
9/8/2009	3365

Name / Address

Pender County Board of Education
 David Smith
 925 Penderlea Hwy
 Burgaw, NC 28425

RECEIVED

SEP 11 2009

PENDER FINANCE

Pricing Based on Asphalt Index For:

SEPTEMBER 2009

Project

Rocky Point Elementary

Description	Qty	Rate	Unit	Total
FINE GRADE EXISTING STONE, PAVE W/ 1 1/2" SF9.5A	2,195	8.80	SY	19,316.00
Total				\$19,316.00

*New Vendor
 Needs to go to
 Board- Thanks
 CW*

Full payment is due in 30 days. No retainage is to be held. The acceptance of this proposal and its conditions constitutes a contract with G&H Construction and shall be governed in accordance with NC law.

Signature _____

Date _____



AIA Document A101™ - 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Seventeenth day of August in the year of Two Thousand Nine
(In words, indicate day, month and year)

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

Pender County Board of Education
925 Penderlea Hwy.
Burgaw, NC 28425

Tel: 910-259-2187
Fax: 910-259-0133

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

Raysand Building Corp.
223 Greenville Ave.
Wilmington, NC 28403

Tel: 910-791-7017
Fax: 910-791-7038

The Project is:
(Name and location)

Classroom Additions
Rocky Point Primary School
255 Elementary School Rd.
Rocky Point, NC

Tel: 910-675-2309

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

LS3P ASSOCIATES LTD.
2528 Independence Blvd. - Suite 200
Wilmington, NC 28412

Tel: 910-790-9901
Fax: 910-790-3111

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, 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.

RECEIVED
SEP 08 2009
PENDER FINANCE

*New Contract to go before Board
Raymond Bldg. Corp.*

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 8.

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ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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.)

Notice to Proceed to be issued

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens 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 not later than ~~days from the date of commencement~~ or as follows:

Substantial Completion-One Hundred Eighty (180) Calendar Days.

Final Completion-Two Hundred Ten (210) Calendar Days.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion 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 or for bonus payments for early completion of the Work.)

Liquidated Damages:

Substantial Completion: \$500/Calendar Day

Final Completion: \$250/Calendar Day

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 One Million Two Hundred Twenty-Eight Thousand Six Hundred Forty-Eight and No/100 Dollars (\$ 1,228,648), 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 when that amount expires)

Base Bid	\$1,142,600.
Alternate No. RP-1A Preferred Door Closers	\$ 2,200.
Alternate No. RP-1B Preferred Cylinders	\$ 440.
Alternate No. RP-1C Preferred Locks	\$ 4,070.
Alternate No. RP-1D Preferred Exit Devices	\$ 4,290.
Alternate No. RP-2 UVC Lights for Heat Pumps	\$ 3,660.
Alternate No. 3A Preferred DDC Controls-Siemens	\$ 71,388.
Total Contract	\$1,228,648.

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
<u>No. RP-1 Unsuitable Soil Removal (Manual Excavation)</u>	<u>cu yd</u>	<u>\$ 9.00 cu yd</u>
<u>No. RP-2 Unsuitable Soil Removal (Mechanical Excavation)</u>	<u>cu yd</u>	<u>\$ 3.30 cu yd</u>
<u>No. RP-3 Unsuitable Soil Disposal on site</u>	<u>cu yd</u>	<u>\$ 3.30 cu yd</u>
<u>No. RP-4 Unsuitable Soil Disposal off site</u>	<u>cu yd</u>	<u>\$ 8.00 cu yd</u>
<u>No. RP-5 Provide On-Site Engineered Fill</u>	<u>cu yd</u>	<u>\$ 6.60 cu yd</u>
<u>No. RP-6 Provide Off-Site Engineered Fill</u>	<u>cu yd</u>	<u>\$10.00 cu yd</u>
<u>No. RP-7 Provide Off-Site #57 Stone</u>	<u>cu yd</u>	<u>\$81.00 cu yd</u>
<u>No. RP-8 Provide Woven Geotextile Fabric</u>	<u>sq yd</u>	<u>\$ 5.50 sq yd</u>
<u>No. RP-9 Provide Unwoven Geotextile Fabric</u>	<u>sq yd</u>	<u>\$ 5.00 sq yd</u>
<u>No. RP-10 Provide Asphalt Paving</u>	<u>sq yd</u>	<u>\$14.50 sq yd</u>
<u>No. RP-11 Provide Concrete Paving</u>	<u>sq yd</u>	<u>\$49.00 sq yd</u>
<u>No. RP-12 Provide VCT</u>	<u>sq ft</u>	<u>\$ 1.45 sq ft</u>
<u>No. RP-13 Provide 3-5/8" Metal Stud with Gypsum Bd. Both sides</u>	<u>sq ft</u>	<u>\$ 3.35 sq ft</u>
<u>No. RP-14 Provide Painting</u>	<u>sq ft</u>	<u>\$.78 sq ft</u>

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 day of a month, the Owner shall make payment to the Contractor not later than the day of the 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 () days after the Architect receives the Application for Payment.

Not later than 20th day of each calendar month, the Owner will make partial payment to the Contractor on the basis of an application for payment estimate (certified by the Contractor, his authorized representative and approved by the Architect), supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require for the Work performed during the preceding month ending on the 25th calendar day. The form of Application for Payment shall be AIA Document G702-Application and Certification for Payment supported by AIA Document G703-Continuation Sheet. The Continuation Sheet shall be prepared the same as in the Schedule of Values submitted by the Contractor. To ensure the proper performance of this contract, the Owner will retain 5% of the amount of each estimate for as long as is authorized by G.S. §143-134.1. At all times during the Project, the Owner shall retain the maximum funds allowed by G. S. §143-134.1. The Owner specifically reserves the right to withhold additional funds as authorized by this Agreement of G. S. §143-134.1 The Contractor shall submit his application for payment to the Architect so that he will receive it before the first day of the month in which payment is to be made.

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

§ 5.1.6 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 (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 7.3.8 of AIA Document A201-1997;
- 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 (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 A201-1997.

§ 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 untimely completion. (Section 9.8.5 of AIA Document A201-1997 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 A201-1997.

§ 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 A201-1997, 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 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 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.)

(0) per annum

(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 The Owner's representative is:
(Name, address and other information)

Mr. David Smith, Director of Maintenance
Pender County Schools
925 Penderlea Hwy
Burgaw, NC 28425

Tel: 910-259-2187
Tel: 910-259-0133

§ 7.4 The Contractor's representative is:

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User Notes:

(Name, address and other information)

Mr. Robert Casper, Project Manager
Raysand Building Corp.
223 Greenville Ave.
Wilmington, NC 28403

Tel: 910-791-7017
Fax: 910-791-7038

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

§ 7.6 Other provisions:

Allowances:

Allowance No. 1
Included in the General Construction Work Base Bid is a \$320 per Thousand Modular Face Brick Allowance.

Allowance No. 2
Included in the General Construction Work Base Bid is an Allowance of 1,000 cu vds of Unsuitable Soil Replacement.

Allowance No. 3
Included in the General Construction Work Base Bid is a \$10,000 Moisture Remediation Allowance.

Allowance No. 4
Included in the General Construction Work Base Bid is a \$10,000 Building Permit Allowance.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 15 June 2009, and are as follows

Document	Title	Pages
<u>Supplementary General Conditions</u>	<u>Supplementary General Conditions</u>	<u>SGC-1 thru SGC-20</u>

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

Section	Title	Pages
<u>Table of Contents</u>		<u>TOC- 1 thru TOC-4</u>

§ 8.1.5 The Drawings are as follows, and are dated 15 June 2009 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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User Notes:

Init.

Title of Drawings exhibit:

Number	Title	Date
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Refer to Schedule of Drawings on the Cover Sheet

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>15 July 2009</u>	<u>2 Pages plus Attachments</u>
<u>Addendum No. 2</u>	<u>24 July 2009</u>	<u>3 Pages plus Attachments</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 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.)

Special Terms & Conditions:

<u>Plumbing Subcontractor:</u>	<u>Watson Construction</u>	<u>NC License No. 11236</u>
<u>Mechanical Subcontractor:</u>	<u>Climate Services Group</u>	<u>NC License No. 17670</u>
<u>Electrical Subcontractor:</u>	<u>Peco Electric</u>	<u>NC License No. 28165</u>

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

Allison Sholar
OWNER (Signature)

Pender County Board of Education

Allison Sholar Superintendent
(Printed name and title)

Jerry Lewis
CONTRACTOR (Signature)

Raysand Building Corp.

JERRY LEWIS TREASURER
(Printed name and title)

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