



AIA® Document A151™ – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the **Third** day of **October** in the year **2011**.
(In words, indicate day, month and year.)

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

Haywood County Government
215 North Main Street
Waynesville, NC 28786

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

Professional Business Interiors, Inc.
123 Sweeten Creek Road, Suite A
Asheville, NC 28803
(828) 277-7001

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

Furnishings Procurement Contract
for:
Haywood County Department of Social Services and Department of Health Services
157 Paragon Parkway
Waynesville, NC 28786

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

Padgett & Freeman Architects, PA
30 Choctaw Street
Asheville, NC 28801
(828) 254-1963

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 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 and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 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 will be issued in a Notice to Proceed by the Owner through the Architect.

§ 2.2 The Vendor shall complete the Work not later than the following date: **December 23, 2011.**

(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

(Table deleted)

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be **Four Hundred Fifty-Two Thousand, Six Hundred Sixty-Seven Dollars and Twenty-One Cents (\$ 452,667.21)**, subject to additions and deductions as outlined below:

Original Furniture Base Bid Proposal Dated September 12, 2011 (Refer to Attachment "A")	\$598,392.50
Less Negotiations outlined in meetings of September 20, 2011 and September 23, 2011(Refer to Attachment "B")	(\$145,725.29)
REVISED Contract Amount (Refer to Attachment "C", highlighted area on pg. 2)	\$452,667.21

Init.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

APPLICATIONS FOR PAYMENT

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Application for Payment is received by the Architect not later than the Last day of a month, the Owner shall make payment of the certified amount to the Vendor not later than the Fifteenth (15th) day of the Following 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 Forty-Five (45) days after the Architect receives the Application for Payment.

Each Application for Payment shall be based on the most recent schedule of values submitted by the Vendor 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 Vendor's Applications for Payment.

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.

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 Ten (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
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 Ten (10%);
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.

The progress payment amount 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
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Vendor, any additional amounts payable.

REDUCTION IN RETAINAGE

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

The amount retained shall be Ten Percent (10%) of the value of Work until Fifty Percent (50%) of the Work has been completed. At Fifty Percent (50%) completion, further partial payments shall be made in full to the Vendor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Vendor. At Fifty Percent (50%) completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than Ten Percent (10%) of the value of the Work completed.

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

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Vendor when:

1. the Vendor has fully performed the Contract except for the Contractor's responsibility to correct Work 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.

The Owner's final payment to the Vendor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™-2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated July 25, 2011. (Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

(Table deleted)

§ 5.4 The Drawings are enumerated as follows:

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

Number	Title	Date
F1.1a	Floor Plan Southeast Quadrant	July 25, 2011
F1.2a	Floor Plan Northeast Quadrant	July 25, 2011
F1.3a	Floor Plan Northwest Quadrant	July 25, 2011

Init.

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
Addendum # 1	August 11, 2011	5 pages
Addendum # 2	August 11, 2011	1 page
Addendum # 3	August 22, 2011	7 pages
Addendum # 4	September 1, 2011	1 page

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

1. Furniture Manual, dated July 25, 2011.
2. Attachment "A" – September 12, 2011 Bid Tabulation with Professional Business Interiors, Inc. original bid proposal included (total of 6 pgs.).
3. Attachment "B" – Negotiation meeting minutes from September 20, 2011 and September 23, 2011 (total of 3 pgs.).
4. Attachment "C" – Revised Form of Proposal showing Revised Base Bid Contract amount highlighted on pg. 2 (total of 2 pgs.)
5. Attachment "D" – Certificate of Insurance (total of 1 pg.).
6. Performance & Payment Bonds.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

(Table deleted)

Refer to Attachment "D."

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

HAYWOOD COUNTY GOVERNMENT

**PROFESSIONAL BUSINESS INTERIORS,
 INC.**

 OWNER *(Signature)*

 VENDOR *(Signature)*

Mark Swanger, Chairman
Haywood County Board of Commissioners
(Printed name and title)

Daren Pinkerton,
Vice-President of Sales
(Printed name and title)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____ By: _____
Type Name: _____ Type Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

ARCHITECT:

ATTEST: _____ By: _____
Type Name: _____ Type Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

The United States of America, as potential lender or insurer of funds to defray the costs of this Agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this Agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By: _____
Type Name: _____
Title: _____
Date: _____

Init.

PADGETT & FREEMAN ARCHITECTS, PA
 50 Choctaw Street
 Asheville, NC 28801

Monday, September 12, 2011
 2:00 PM

Haywood County
 Adaptive Renovation for Department of Social Services,
 Health Department, & Central Permitting
 (Re-Bid)

BID TABULATION

CONTRACTOR	LICENSE NO.	Furniture BASE BID	Alternate # 1	Alternate #2	Moving Services BASE BID	Moving Alternate #1	Combine Total
Professional Business Interiors 123 Sweeten Creek Road, Suite A Asheville NC, 28803	56-2201882	\$598,392.50	\$14,001.99	\$40,514.60	\$33,500.00	\$3,250.00	\$689,659.09 (includes all alternates)
Office Environments 1070 Tunnel Road Asheville NC, 28805	27-0336079	\$623,731.94	\$13,200.50	\$32,895.40	\$37,500.00	25.00/office	\$674,892.68
Alfred Williams 441 Congaree Road Greenville, SC 29607	56-0715557	\$830,855.31	\$18,776.94	\$61,436.79	Not Offered	Not Offered	\$911,069.04

Furniture Bid Alternates:

Alternate #1:

(L.1-L.3) - Lounge Seating

Alternate #2:

(Z.1-Z.5) Office Accessories

Moving Services Alternates:

Alternate #1:

Moving (1) PC unit per office



FORM OF PROPOSAL

Haywood County Government
Dept. Of Social Services/Health Dept./Central Permitting
Waynesville, NC

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 no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other person, company, or party making a bid or proposal; and 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; 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; and he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with **Haywood County Government**, 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 all portions of the Work for **Furniture Procurement, Haywood County, NC**, in full and complete accordance with the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner and Padgett and Freeman, Architects, 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:

BASE BID -- Contract -Furnishings: Five Hundred Ninety Eight Thousand
Three Hundred Ninety Two and 50/100 Dollars \$ 598,392.50

Should the Owner elect to accept any of the alternates as shown on the Drawings and/or described in the General Requirements and Specifications, the amount written below shall be the amount to be "added to" the Base Bid of Contract :

Add / Alternate # 1 - Lounge Furniture (L.1.2.3)

Fourteen Thousand and One & 99/100 Dollars \$ 14,001.99

Add / Alternate # 2 - Accessories (Z.1.2.3.4.5) MUST INCLD. UNIT PRICE IN PROPER LOCATION

Forty Thousand Five Hundred Fourteen Dollars & 66/100 Dollars \$ 40,514.60

FORM OF PROPOSAL

Unit Prices: Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. 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.

Contract 1

Item	Unit \$	Quantity	Total \$
A.1	1206.05	55	\$66,332.75
A.2	1106.86	80	\$88,548.80
A.3	1106.86	10	\$11,068.60
A.4	1716.57	18	\$30,898.26
A.5	1865.62	1	\$1,865.62
A.6	1433.93	3	\$4,301.79
A.7	1742.96	5	\$8,714.80
A.8	1000.46	2	\$2,000.92
A.9	172.05	10	\$1,720.50
A.10	334.08	179	\$59,800.32
A.11	138.31	133	\$18,395.23
A.12	334.08	41	\$13,697.28
A.13	138.31	44	\$6,085.64
A.14	356.08	9	\$3,204.72
A.15	306.08	26	\$7,958.08
F.1	1296.47	9	\$11,668.23
F.2	1662.13	25	\$41,553.25
			\$0.00
S.1	224.06	129	\$28,903.74
S.2	344.2	20	\$6,884.00
S.3	531.98	66	\$35,110.68
S.4	172.49	4	\$689.96
C.1	3412.37	1	\$3,412.37
C.2	2370.68	1	\$2,370.68
C.3	1218.68	1	\$1,218.68
C.4	140.89	7	\$986.23
C.5	264.28	39	\$10,306.92
C.6	435.56	10	\$4,355.60
T.1	389.55	4	\$1,558.20
T.2	327.82	11	\$3,606.02
T.3	335.61	3	\$1,006.83
T.4	328.96	4	\$1,315.84
T.5	153.11	11	\$1,684.21
T.6	340.74	27	\$9,199.98
T.7	59.3	40	\$2,372.00
T.8	139.48	3	\$418.44
T.9	295.98	3	\$887.94
T.10	147	12	\$1,764.00
T.11	210.94	10	\$2,109.40
Item	Unit \$	Quantity	
P.1	1022.7	6	\$6,136.20

FORM OF PROPOSAL

Page 1 Sub \$504,112.71

P.2	810.16	varies - see plan	33,216.21
P.3	316.78	varies - see plan	6018.87
P.4	585.49	varies - see plan	3512.94
P.5	219.67	45	9885.15
P.6	499.89	5	2499.45
L.1	675.56	6	4053.36
L.2	908.56	6	5451.36
L.3	716.25	5	3581.25
Z.1	159.97	125	19996.25
Z.2	20.92	250	5230
Z.3	1113	5	5565
Z.4	128.92	5	644.6
Z.5	8.5	250	2125
Z.6	239.07	18	4303.26
		Subtotal	\$610,195.41
		Tax	\$42,713.68
		Grand Total	\$652,909.09

FORM OF PROPOSAL
Haywood County Government
Moving Services for:
Dept. Of Social Services, Health Dept. & Central Permitting
Waynesville, NC

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 no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other person, company, or party making a bid or proposal; and 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; he has examined the Specifications for the Work and the Contract Documents/Itemized Inventory relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with **Haywood County Government**, 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 all portions of the Work for **Moving Services**, in **Waynesville, NC**, in full and complete accordance with the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner and Padgett and Freeman, Architects, 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/Itemized Inventory, for the sum of:

BASE BID - thirty three thousand five hundred and ⁰⁰/₁₀₀
Dollars \$ 33,500⁰⁰

ADD/ALTERNATE #1 Moving PC (1) unit per office- (199 offices) three thousand
two hundred fifty and ⁰⁰/₁₀₀'s
Dollars \$ 3,250⁰⁰

UNIT PRICING

Unit Prices: Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. 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/Itemized Inventory.

Contract 2

Item	Unit \$	Quantity	Total \$
(1) 4-dwr. Vert. File	12 ⁰⁰	200(?)	\$2400
(3) Person Bankers Boxes (10Wx15Wx24D)	10 ⁰⁰	? (3ea)	
(1) Task Chair	5 ⁰⁰	60(?)	\$300

FORM OF PROPOSAL

The Owner may elect to award contracts independently and/or both contracts combined as one..

COMBINED BID - ALL CONTRACTS: Six hundred eighty nine thousand six hundred fifty nine and 09/100 Dollars \$ 689,659.09
(includes A11; 2 for furniture and A11 for moving)

Respectfully submitted this 25 day of August, 2011

PBI, Inc
(Name of Firm or Corporation Making Bid)

Witness:

(Proprietorship or Partnership)

By Nicola Pinkerton
Title Vice President
(Owner, partner, Corp. Pres. or Vice Pres. only)

Attest:
By Danny P. Pinkerton
Title Corp Sec.
(Corp. Sec. or Assist. Sec. only)

Address 123 Sweeten Creek Road
Asheville, NC 28803
License No. _____
Federal I.D. No. 56-2201882

(Corporate Seal)

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

Addendum No.	<u>01</u>	Dated	<u>8-11-11</u>	Received	<u>8-11-11</u>
Addendum No.	<u>02</u>	Dated	<u>8-11-11</u>	Received	<u>8-11-11</u>
Addendum No.	<u>03</u>	Dated	<u>8-22-11</u>	Received	<u>8-22-11</u>
Addendum No.	<u>04</u>	Dated	<u>9-1-11</u>	Received	<u>9-1-11</u>
Addendum No.	_____	Dated	_____	Received	_____

Haywood Co. DSS/Health/Central Permitting

September 20, 2011 10:30AM

Present: Scott Donald, Stacey Hodges, Julie Davis, Dale Burriss, Marty Stamey, Summer Whitaker, Daren Pinkerton

General

File/file pedestal move important – cut BBF

Pencil drawer add back in – for each desk – plastic

Overheads – change to open – keep same dimensions – X2-36's would go to X1-72"W shelf

- A-2 Take 6x8's to 6x6's with modestys *check cost savings on modestys*
- A-3 Keep same size – 6x8
- A-4 6' on left side with one piece extended corner X8' on right with return
Keep full modesty on extended corner
Streamline wall tracking
Keep door on one unit – open on another
Keep peds
- A-5 Match A-4 8'x8'
Streamline with hutches
Locking doors
- A-6 Match A-4 (Supervisor)
- A-7 8x8' – 2 hutches
Match A-4 1 open, 1 closed
Keep peds
- A-8 No hutches, tackboard from return down
- A-10 Look scaled down vs. Sit On It
- A-12 A-2 Can go more basic on task chairs?
- A-11 Change to Very Sled based armless – Comforto possibility?
- A-13 Intake areas (C-5) and observation rooms outside of family room – 4-leg chair
Look side on casters – armless (breaking casters?)
- A-14 Look chair – with adjustable width arms
- A-15 Show option between wood Improv back, keep Candor and uphol. Improv (show 3 options)
- F-2 Remove storage towers, go to 6'x6', add pedestal and shelf – match KW's notes
*Redraw and make sure it works

- S-1 Option going down to 3-shelf bookcase
 - S-2 Go to 30"W laterals and see the cost difference
 - S-3 Keep the same
 - S-4
 - C-1 Switch to laminate Planes
 - C-2 Keep
 - C-3
 - C-5 Intake 4 legs on casters – Look
5-star Very plastic back with upholstered seat for conference areas
 - C-6 Improv mesh back with upholstered seat vs. Look with faux leather vs. keep leather
 - T-6 Daren's notes
- Have existing lounge
- P's Go to Improvs – look at two-tone pricing
 - L-1 Bring price down
 - L-2 Commercial grade foam
 - L-3 At least 5 year warranty

Haywood Co. DSS/Health/Central Permitting

September 23, 2011 9:00AM

Present: Scott Donald, Stacey Hodges, Julie Davis, Dale Burris, Marty Stamey, Summer Whitaker, Daren Pinkerton

Modifications to current furniture bid:

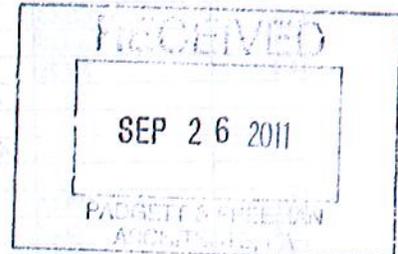
- S-1 Going down to 3-shelf bookcase
- S-2 Go to 30"W laterals from 36"W
- S-3 Go to 30"W laterals from 36"W

FORM OF PROPOSAL

Unit Prices: Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. 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.

Contract 1

Item	Unit \$	Quantity	Total \$	Reduced Totals
A.1	1206.05	55	\$66,332.75	\$48,031.76
A.2	1106.86	80	\$88,548.80	\$61,251.25
A.3	1106.86	10	\$11,068.60	\$8,151.10
A.4	1716.57	18	\$30,898.26	\$23,793.80
A.5	1865.62	1	\$1,865.62	\$1,254.12
A.6	1433.93	3	\$4,301.79	\$3,861.07
A.7	1742.96	5	\$8,714.80	\$8,365.88
A.8	1000.46	2	\$2,000.92	\$1,372.98
A.9	172.05	10	\$1,720.50	\$1,732.50
A.10	334.08	179	\$59,800.32	\$43,444.80 (140 ea.)
A.11	138.31	133	\$18,395.23	\$11,172.00
A.12	334.08	41	\$13,697.28	\$23,967.20 (80 ea.)
A.13	138.31	44	\$6,085.64	\$3,696.00
A.14	356.08	9	\$3,204.72	\$2,792.88
A.15	306.08	26	\$7,958.08	\$4,670.38
F.1	1296.47	9	\$11,668.23	\$11,750.24
F.2	1662.13	25	\$41,553.25	\$30,298.84
			\$0.00	
S.1	224.06	129	\$28,903.74	\$25,446.54
S.2	344.2	20	\$6,884.00	\$6,058.00
S.3	531.98	66	\$35,110.68	\$32,707.62
S.4	172.49	4	\$689.96	\$689.96
C.1	3412.37	1	\$3,412.37	\$1,012.85
C.2	2370.68	1	\$2,370.68	\$2,370.68
C.3	1218.68	1	\$1,218.68	\$1,218.68
C.4	140.89	7	\$986.23	\$986.23
C.5	264.28	39	\$10,306.92	\$6,435.00
C.6	435.56	10	\$4,355.60	\$2,941.91
T.1	389.55	4	\$1,558.20	\$1,558.20
T.2	327.82	11	\$3,606.02	\$3,606.02
T.3	335.61	3	\$1,006.83	\$1,006.83
T.4	328.96	4	\$1,315.84	\$1,315.84
T.5	153.11	11	\$1,684.21	\$1,684.21
T.6	340.74	27	\$9,199.98	\$7,411.50
T.7	59.3	40	\$2,372.00	\$2,372.00
T.8	139.48	3	\$418.44	\$418.44
T.9	295.98	3	\$887.94	\$295.98
T.10	147	12	\$1,764.00	\$1,764.00
T.11	210.94	10	\$2,109.40	\$2,109.40
Item	Unit \$	Quantity		
P.1	1022.7	6	\$6,136.20	\$6,136.20
			\$504,112.71	\$399,152.89



FORM OF PROPOSAL

			Page 1 Sub	\$504,112.71	\$399,152.89
P.2	810.16	varies -seeplan	\$33,216.21	\$12,857.99	
P.3	316.78	varies -seeplan	\$6,018.87	\$2,608.16	
P.4	585.49	varies -seeplan	\$3,512.94	\$1,452.88	
P.5	219.67	45	\$9,885.15	\$6,321.15	
P.6	499.89	5	\$2,499.45	\$660.40	
		Base Bid Sub.	\$559,245.33	\$423,053.47	
		Tax	\$39,147.17	\$29,613.74	
		Base Bid Total	\$598,392.50	\$452,667.21	
L.1	675.56	6	\$4,053.36	\$3,752.34	
L.2	908.56	6	\$5,451.36	\$5,441.40	
L.3	716.25	5	\$3,581.25	\$775.80	
		Alt.#1 Sub	\$13,085.97	\$9,969.54	
		Tax	\$916.02	\$697.87	
		Alt. #1 Total	\$14,001.99	\$10,667.41	
Z.1	159.97	125	\$19,996.25		
Z.2	20.92	250	\$5,230.00	\$5,230.00	
Z.3	1113	5	\$5,565.00	\$5,565.00	
Z.4	128.92	5	\$644.60	\$644.60	
Z.5	8.5	250	\$2,125.00	\$2,125.00	
Z.6	239.07	18	\$4,303.26	\$4,303.26	
		Alt. #2 Sub	\$37,864.11	\$17,867.86	
		Tax	\$2,650.49	\$1,250.75	
		Alt. #2 Total	\$40,514.60	\$19,118.61	
		Grand Total	\$652,909.09	\$482,453.23	



fax: 277-7003

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER WILLIAM GILLIAM 200 WHITE ST HENDERSONVILLE NC 28739-5238	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NATIONWIDE MUTUAL INSURANCE COMPANY</td> <td>23787</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NATIONWIDE MUTUAL INSURANCE COMPANY	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED PROFESSIONAL BUSINESS INTERIORS, INC. 123 SWEETEN CREEK RD ASHEVILLE NC 28803-1849																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INBR/LTR	TYPE OF INSURANCE	ADDL SUBR/INBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		ACP BPRM 2233354196	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ANY OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP BA 2233354196	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y89 N/A	ACP WC 2233354196	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured: Haywood County Government, 12 N. Main Street, Waynesville, NC 28786.

CERTIFICATE HOLDER Haywood County Government ATTN: Dale Burris 12 N. Main Street Waynesville NC 28786	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lors Patton <i>Lors Patton</i>
--	--

PAYMENT BOND

Date of Execution of this Bond: _____

Project Name: _____

Name and Address of
of Principal (Contractor):

Name and Address of
Surety:

Name and Address
of Contracting Body: Haywood County
215 North Main Street
Waynesville, NC 28786

Amount of Bond: _____

Contract **That certain contract by and between the Principal and the Contracting
Body above named, dated**

for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, as identified, as shown above and hereto

Haywood County
Furnishings
Waynesville, NC
attached:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be null and void; otherwise it shall remain in full force and effect.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____

(Corporation Secretary or
Assist. Secretary Only)

Principal (Name of individual, individual & trade
Name, partnership, corporation, or joint venture)

By: _____ (Seal)

Title: _____

(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

Witness: _____

Countersigned:

(N. C. Licensed Resident Agent)

Surety (Name of Surety Company)

By: _____

Title: Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

PERFORMANCE BOND

Date of Execution of this Bond: _____

Project _____ Name: _____

Name and Address of
of Principal (Contractor): _____

Name and Address of
Surety: _____

Name and Address
of Contracting Body: Haywood County
215 North Main Street
Waynesville, NC 28786

Amount of Bond: _____

Contract That certain contract by and between the Principal and the Contracting
Body above named, dated

for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, as identified, as shown above and hereto

Haywood County
Furnishings
Waynesville, NC
attached:

NOW, THEREFORE, if the Principal shall perform the Construction Contract, the Surety and the Principal shall have no obligation under this Bond and this obligation shall be null and void; otherwise it shall remain in full force and effect.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____

(Corporation Secretary or
Assist. Secretary Only)

Principal (Name of individual, individual & trade
Name, partnership, corporation, or joint venture)

By: _____ (Seal)

Title: _____

(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

Witness: _____

Countersigned:

(N. C. Licensed Resident Agent)

Surety (Name of Surety Company)

By: _____

Title: Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)