

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: January 7, 2008

SUBJECT: Historic Courthouse Rehabilitation Project Update

ATTACHMENTS: Audio Visual Project Bids
Landscape Plan

SUMMARY OF REQUEST:

Gary Tweed, Project Coordinator and Staff will be present to discuss and request direction from the Board on certain project items such as the Audio Visual Project, Landscaping and Exterior Lighting after review of these items and the total project budget.

Copies of the Audio Visual Project Bids and the Landscape Plan are attached for the Board's review. Mr. Tweed will have larger copies of the Landscape Plan available at the meeting. A summary of the total project budget will be provided at the meeting.

BOARD ACTION:

Staff will be requesting direction from the Board on certain project items after discussion and review of these items and the total project budget.

Suggested Motion:

No motion suggested.

HENDERSON COUNTY HISTORIC COURTHOUSE

AUDIO / VISUAL PROJECT - BID TABULATION

AA Project No. 05005-07

Bids Received on Thursday, December 27, 2007

BIDDER NAME / ADDRESS	LICENSE #	BASE BID	ALTERNATE NO. 1	BID BOND	ADDENDA 1, 2 & 3
144 m	1245	183,078	7,629	Yes	Yes

A Certified True Copy by:

**HENDERSON COUNTY HISTORIC COURTHOUSE
AUDIO/VISUAL PROJECT**

FORM OF SINGLE PRIME CONTRACT PROPOSAL

PROPOSAL SUBMITTED BY H & M Constructors
ADDRESS 187 Deaverview Road
Asheville, NC 28806
TELEPHONE NO. (828) 254-6145

BIDDING AS SINGLE PRIME CONTRACTOR

TO: County Manager
Henderson County

The Undersigned, having examined, compared, and familiarized himself with the Invitation to Bid, the Instructions to Bidders, the Supplementary Instructions to Bidders, and the Contract Documents as prepared by Antoine Architects, PLLC., and having examined the site of the Work and familiarized himself with all conditions and requirements pertaining thereto, hereby proposes to furnish all material, labor, equipment, services, and transportation necessary to complete the work in accordance with the Contract Documents for the Project entitled:

**HENDERSON COUNTY
HISTORIC COURTHOUSE
AUDIO / VISUAL PROJECT
HENDERSONVILLE, NORTH CAROLINA**

for the sum(s) of:

BASE BID: SINGLE PRIME GENERAL CONTRACT

One hundred eighty-three thousand seventy-eight & 00/100*****
- Dollars (\$ 183,078.00).

Which may be adjusted by the owner's acceptance of any or all of the below listed alternate proposals.

ALTERNATE NO. 1: OPTIONAL EQUIPMENT (SEE SECTION 01030 - ALTERNATES)

Seven thousand six hundred twenty-nine & 00/100*****
- Dollars (\$ 7,629.00).

**HENDERSON COUNTY HISTORIC COURTHOUSE
AUDIO/VISUAL PROJECT**

The undersigned further proposes to undertake work on the Date of Commencement as established in the Agreement and shall achieve Substantial Completion of the entire Work within not more than **Seventy-five (75) calendar days**.

The undersigned agrees, that if awarded the contract, to bring the entire Work to Substantial Completion within the time as shown in the Contractor's Form of Proposal from Date of Commencement as established in the Notice to Proceed and that this time period takes into consideration such factors including but not limited to the time required to obtain permits, mobilize and the time required to complete the work under weather conditions normal for the time of year during which the work will be performed.

Pursuant to the provisions of N.C.G.S. 143-54, under penalty of perjury, the undersigned bidder certifies that this bid has not been arrived at collusively nor otherwise in violation of Federal or North Carolina antitrust laws, and that no employee entitled to any share or part of the contract or any benefit that may arise therefrom if the contract is awarded to this company.

The undersigned declares that he is a duly licensed General Contractor in the State of North Carolina and that his license number is 1245.

The undersigned confirms that he has attached the specified bid security and that in the event should he fail or refuse to enter into a contract with the Owner, such bid security will be forfeited to the Owner as liquidated damages.

The undersigned acknowledges that he has received and reviewed the below enumerated addenda and has taken them into account in the preparation of this proposal.

Addendum No. 1 dated 11/30/07 BP
Addendum No. 2 dated 12/05/07 BP
Addendum No. 3 dated 12/14/07 BP

Respectfully submitted this 27th day of December, 2007
without conditions by:

H & M Constructors, A Division of M.B. Haynes Corporation
(Name of Firm or Corporation making bid)

By: Brett P. Cannady

President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

Carolyn Adkins

TITLE:

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

(CORPORATE SEAL)

**HENDERSON COUNTY HISTORIC COURTHOUSE
AUDIO/VISUAL PROJECT**

Brett P. Cannady, President **For All Official Notices**

Name and Title

H & M Constructors, A Division of M.B. Haynes Corporation

Name of Firm/Corporation

187 Deaverview Road

Street Address

Asheville, NC 28806

City, State and Zip

(828) 254-6145

Area Code and Telephone

John Thomas/Donna Ashley

Bonding Company Attorney-In-Fact Manager

(704) 366-8834

Area Code and Telephone

PRINCIPAL SUB-BIDDER:

The General Contractor states that his bid is based on quotations received from the following subcontractor for the category of work listed; he further agrees that if he is the successful Bidder and if the Architect approves the listed subcontractors, he shall contract with the listed subcontractors for the performance of this work:

Audio-Visual Real World Audio

END OF SECTION

Addendum #2
00400-11-R

Henderson County Courthouse
Hendersonville, NC

Audio and Video Systems Summary
Date: December 5, 2007

System Totals			
System	Quantity	System Total	
Audio System	1	\$ 23,156.75*-	
Video System	1	\$ 46,689.37*-	
Presentation	1	\$ 21,265.87*-	
Production	1	\$ 48,094.63*-	
Control	1	\$ 25,217.93*-	
Broadcast	1	\$ 18,653.45*-	
BASE BID GRAND TOTAL		\$ 183,078.00*-	
Optional Equipment	Alternate 1	1	\$ 7,629.00*-

*Sales Tax Included in Price

Notes to Bidders:

1. Floor boxes and associated cabling have been provided in the base building contract and do not need to be considered in this bid. Low voltage terminations and custom plates shall be include in this bid document.
2. Product names and model numbers listed have been determined by the design contractor to meet minimum system requirements. This in no way should be interpreted to imply Henderson County will only accept that make / model. Substitution requests shall be reviewed before awarding contract.
3. Contractor shall supply labor, materials, equipment, testing, training, and warranty support for complete and operational systems.
4. Refer to drawings and specifications for additional device requirements.
5. Equipment listed as optional equipment may be purchased at the discretion of Henderson County.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **H&M Constructors, A Division of M. B. Haynes Corporation**
as Principal, hereinafter called the Principal, and **Federal Insurance Company**
a corporation duly organized under the laws of State of **Indiana**
as Surety, hereinafter called the Surety, are held and firmly bound unto

Henderson County
100 North King Street, Hendersonville, NC 28792

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ ****5%****),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Henderson County Courthouse
Audio/Visual Project

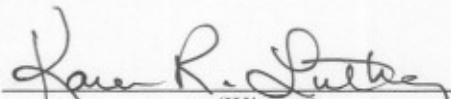
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **December**, 20 **07**

**H&M CONSTRUCTORS, A DIVISION
OF M. B. HAYNES CORPORATION**

(Principal)

(Seal)


(Witness)

BY: 

Brett P. Cannady

(Title)

President

FEDERAL INSURANCE COMPANY

(Surety)

(Seal)


(Witness)

BY: 

(Title)

Donna K. Ashley, Attorney-In-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

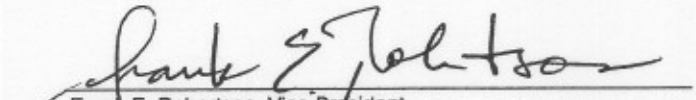
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Cameron M. Harris, William J. Quinn, James W. Bland, Donna K. Ashley, Wendy E. Lahm, Angela G. Dulin and John D. Leak, III** of Charlotte, North Carolina-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **5th** day of **July, 2001**


Kenneth C. Wendel, Assistant Secretary

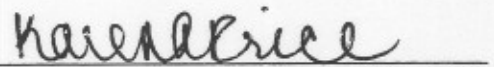

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this **5th** day of **July, 2001**, before me, a Notary Public of New Jersey, personally came **Kenneth C. Wendel**, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Kenneth C. Wendel** being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with **Frank E. Robertson**, and knows him to be Vice President of said Companies; and that the signature of **Frank E. Robertson**, subscribed to said Power of Attorney is in the genuine handwriting of **Frank E. Robertson**, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2004


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

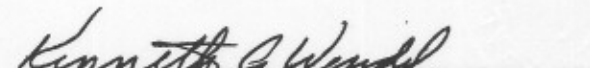
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Warren, NJ this **27th** day of **December** 2007




Kenneth C. Wendel, Assistant Secretary

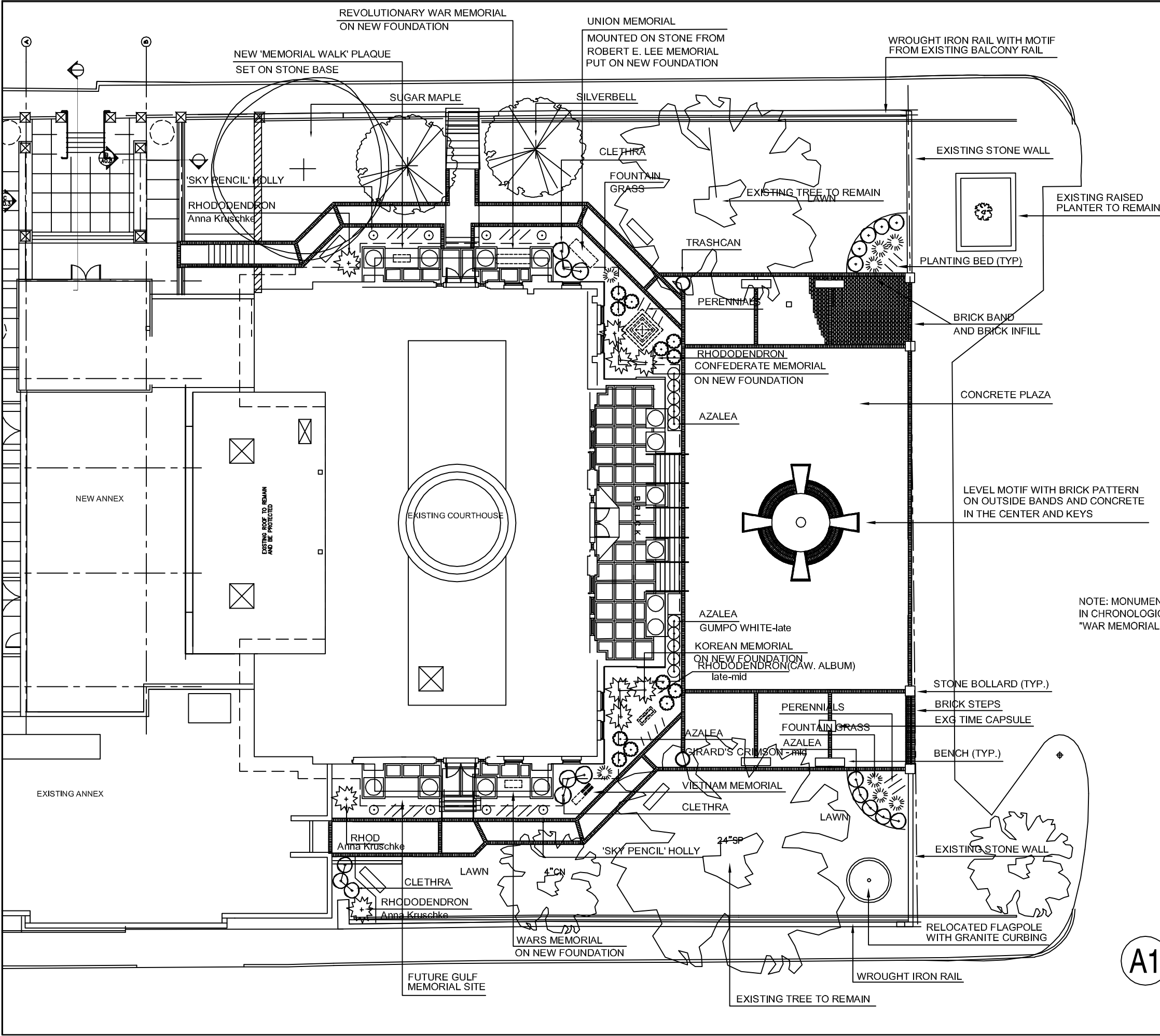
IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.





SITE PLAN

MAIN ST.

NOTE: MONUMENTS ARE ARRANGED
IN CHRONOLOGICAL ORDER FOR A
"WAR MEMORIAL TRAIL"



PLAN
NORTH

A1 **SITE PLAN**
SCALE: 1"= 20'-0"

Architect of Record:
**ANTOINE
Architects, llc**
100 W. HARRIS ST. SUITE 100
HENDERSONVILLE, NC 28534

**HENDERSON
COUNTY
HISTORIC
COURTHOUSE
REHABILITATION
& NEW ANNEX
ADDITION**

HENDERSONVILLE,
NC

SHEET TITLE:

PROJECT NO:
C2005Hen105

DATE
March 23, 2006

SEALS

**MARY
WEBER
LANDSCAPE ARCHITECTURE**
100 W. HARRIS ST. SUITE 100
HENDERSONVILLE, NC 28534

DRAWN BY:
MG

CHECKED BY:
AA

REVISIONS

CPR NUMBER

DATE

INCLUDES SHEETS

THIS DRAWING REFLECTS ALL CHANGES
PREVIOUSLY MADE ON THIS SHEET. CHANGES
THAT PREVIOUS CHANGES HAVE BEEN
INCORPORATED INTO THE CONTRACT BEFORE
THIS SHEET IS RELEASED FROM THE PROJECT.
SPECIFICALLY REFERENCED BY THIS PR.

SHEET NUMBER

A0.2