

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: May 5, 2008

SUBJECT: Construction Contract
Edneyville Community Center and Park Project

ATTACHMENTS: Yes

1. Proposed Construction Contract (AIA A101)
2. Architect's Letter of Recommendation
3. Bid Tabulation
4. Graphic of the Exterior of the Proposed Center

SUMMARY OF REQUEST:

As recommended by the Project Architect (see attached letter), Edneyville Community Center Association (ECCA) and Staff, the attached construction contract is provided for Board approval. As attached, the contract is for \$835,326.00 with Carolina Specialties Construction, LLC of Hendersonville, NC. This contract amount provides 6% for contingency within the \$1,000,000 budget. The budget comprises of funding of \$500,000 from a PARTF Grant (Park and Recreation Trust Fund) and the \$500,000 match from Henderson County. The funding was approved in the FY08 Budget.

As evident from the bid tabulation, the bid strategy for the project was to construct as much of the plan within the budget available. Bid options were included to enable a contract to be configured that achieved this strategy. Therefore, a bid option for the gym structure was included in the original bids on the possibility that bids could be configured to include it. While the gym option was not possible, this Contract represents a strong value for the County and a project that fully utilizes the grant funds available. Furthermore, a competitively bid price for the gym has been determined should the ECCA secure funding in the future.

This contract will construct the first phase of the Community Center which consists of two meeting rooms, an office, lobby, restrooms accessible from outside the building and a kitchen. An illustration of the building is on the top portion of the attached graphic. The bottom portion of the graphic shows the next phase of construction which is a gym structure sized for a high school basketball court. Funding for the gym is not currently available.

It is important to note the significant contribution to this project from the ECCA both in funding and volunteer time. The ECCA raised the money to purchase the land for the Park and have raised additional money for other improvements to the Park and Center once it is complete. In addition, they have plans to provide in kind contributions to construction of the Park's trail network and multipurpose playing fields. Their input into the Park's Masterplan process and in the design of the Center has been invaluable and most appreciated.

BOARD ACTION REQUESTED:

Approve the attached Edneyville Community Center construction contract with Carolina Specialties Construction, LLC of Hendersonville, NC for \$835,326.00.

Suggested Motion:

I move that the Board of Commissioners approve the Edneyville Community Center construction contract with Carolina Specialties Construction, LLC of Hendersonville, NC for \$835,326.00.

AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the twenty-third day of April in the year Two Thousand Eight
(In words, indicate day, month and year)

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

Henderson County
Henderson County Administrative Offices
Hendersonville, NC 28792

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

Carolina Specialties Construction, LLC
624 7th Avenue East
Hendersonville, NC 28792

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

Henderson County - Edneyville Park
Hwy. 64 & Ida Rogers Dr.
Hendersonville, NC 28794

The Architect:
(Name, address and other information)

Calloway Johnson Moore & West, P.A.
One Page Avenue, Suite 200
Asheville, NC 28801

The Owner and Contractor 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 A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (300) days from the date of commencement, or as follows:

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

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:56:09 on 04/22/2008 under Order No.1000336873_5 which expires on 1/7/2009, and is not for resale.

User Notes:

(1500919376)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred thirty five thousand three hundred twenty-six dollars (\$ 835,326.00), 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 the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

Item	Units and Limitations	Price Per Unit
1. Cut and Fill	Cubic Yard over 10	\$12.00
2. Rock	Cubic Yard over 10	\$100.00
3. Borrow	Cubic Yard over 3200	\$8.00
4. Paving Base	Square Yard	\$12.86
5. Finish Paving	Square Yard	\$9.98

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

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 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21st day of the next 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 twenty-one (21) days after the Architect receives the Application for Payment.

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%) of the amount representing the first fifty percent (50%) of the work under this agreement, and such other retainage as is allowed by N.C. Gen. §143-134.1;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

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

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
As is stated in N.C. Gen. Stat. §143-134.1.

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

§ 5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

3.5% per annum

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

Marcus Jones
100 North King Street
Hendersonville, NC 28792

C. R. Burrell
1 Historic Courthouse Plaza, Suite 5
Hendersonville, NC 28792

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

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:56:09 on 04/22/2008 under Order No.1000336873_5 which expires on 1/7/2009, and is not for resale.

User Notes:

(1500919376)

Ken Camp
624 7th Ave. East
Hendersonville, NC , 28792
(828) 697-7184

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

§ 8.6 Other provisions:

1. PEX tubing is allowed in lieu of copper.
2. Sprinkler System is omitted except 6" entry pipe below slab is to be installed in 12" PVC pipe.
3. Septic tanks will be fiberglass in lieu of concrete.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as included in the Project Manual.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

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

Title of Specifications exhibit: Project Manual (Bid Document – VE Changes) Volumes I & II, dated April 16, 2008.

(Table deleted)

Exhibit "A" – Table of Contents Attached

§ 9.1.5 The Drawings:

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

Title of Drawings exhibit:

Cover Sheet

CIVIL DRAWINGS

- C.100 Overall Site Plan
- C1.01 Grading and Erosion Control Plan Building & Parking
- C1.02 Grading and Erosion Control Plan Soccer Field
- C1.03 Layout and Site Plan Building and Parking
- C1.04 Layout and Site Plan Soccer Field
- C1.05 Civil Details
- C1.06 Civil Details
- C1.06A Civil Details

ARCHITECTURAL

- A0.01 Building Code Summary Appendix "B"

- A0.02 Life Safety Plan
- A2.01 Floor Plan
- A2.02 Roof Plan
- A2.11 Reflected Ceiling Plan
- A3.01 Door Schedule and Details
- A4.01 Enlarged Bathrooms, Kitchen and Details
- A5.01 Exterior Elevations
- A5.02 Exterior Elevations
- A6.01 Building Sections and Interior Elevations
- A6.02 Building Sections and Interior Elevations
- A6.03 Wall Sections
- A6.04 Omitted
- A6.05 Wall Sections
- A8.06 Millwork Details

STRUCTURAL

- S1.01 General Notes and Typical Details
- S2.02 Foundation Plan
- S2.02 Roof Framing Plan
- S3.01 Details
- S3.02 Details

FIRE PROTECTION - OMITTED

PLUMBING

- P0.01 Plumbing Notes, Legends, Abbreviations and Schedules
- P2.01 Plumbing Floor Plan
- P4.01 Omitted

MECHANICAL

- M0.01 Mechanical Notes, Legend, Abbreviations and Schedules.
- M2.01 Mechanical Floor Plan
- M4.01 Omitted
- M5.01 Mechanical Temperature Control Schematics

ELECTRICAL

- E0.01 Electrical Legend, Notes and Abbreviations
- E2.01 Floor Plan Lighting
- E3.01 Floor Plan Power
- E4.01 Electrical Schedule
- (Table deleted)*
- E5.01 Electrical Details

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:56:09 on 04/22/2008 under Order No.1000336873_5 which expires on 1/7/2009, and is not for resale.

User Notes:

(1500919376)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	02-12-08	5
2	02-20-08	2

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

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

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

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

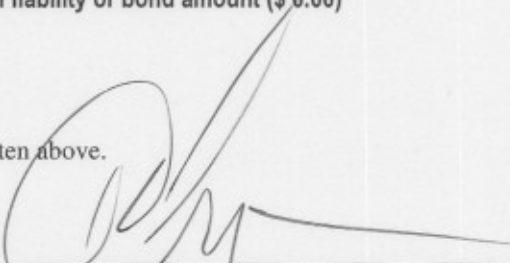
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
As required by AIA A701, Article 7 and AIA A201 - 2007, Article 11	

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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

CHRIS Coleman *Mansour/Amirson*

(Printed name and title)

Init.



architecture | engineering | interior design

119 Brookstown Avenue : Suite 100
Winston-Salem, North Carolina 27101

p.336.724.1503 : f.336.724.2407
info@cjmw.com : www.cjmw.com

March 3, 2008

Mr. Marcus Jones
Henderson County Engineering
100 North King St
Hendersonville, NC 28792

RE: Edneyville Community Park
Project No. 07-3030

Dear Marcus:

Attached please find a certified Bid Tabulation for the above referenced project.

Carolina Specialties Construction is the lowest apparent responsible bidder regardless of which alternates are selected. The value of the MBE contracts listed in their bid amounts to 4.9% of the base bid and 4.3% of the base bid plus Alternate One. Prior to awarding contract we will request documentation for the Good Faith Efforts claimed in their bid affidavit.

The base bid of \$1,180,000 exceeds the project budget of \$850,000 by approximately 39%. If Alternate One is selected, this percentage rises to 59%. There are two possible solutions to this problem:

- 1) Increase the funding available to the project to meet the bid amounts and include a 5 to 7% contingency. This would require an additional \$500,000 in funding if we include enclosing the gym, or \$300,000 if the side walls are omitted, leaving the gym open but covered..
- 2) Significantly reduce the scope of the project. The only element of sufficient value to achieve this magnitude of cost reduction is deletion of the gymnasium portion of the building in its entirety and rebid the project.

We await your direction in this matter. Meanwhile we are continuing work on the erosion control design for the rest of the site.

Sincerely,

Brian F. Hart, AIA

cc: Mr. Alan D. McGuinn, AIA – CJMW
File .8

Edneyville Community Park Building

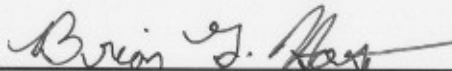
Bid Tabulation - February 28, 2008

Cober	Bid bond ?	Addenda 1 & 2?	MBE Forms?	Base Bid	Alternate 1 (Enclosure)	Alternate 2 (Partition_	Alternate 3 (Kitchen Casework)	Alternate 4 (Sod)	Unit Price 1 (Cut & Fill)	Unit Price 2 (Rock)	Unit Price 3 (Borrow)	Unit Price 4 (Paving Base)	Unit Price 5 (Finish paving)
Bu	x	x	x	\$1,356,000	\$288,200	\$13,300	\$8,000	\$21,300	\$14.00	\$50.00	\$8.00	\$9.00	\$11.00
Ca	x	x	x	\$1,180,000	\$174,667	\$12,412	\$9,241	\$86,210	\$12.00	\$100.00	\$8.00	\$12.86	\$9.89
Co	x	x	x	\$1,278,000	\$188,300	\$11,100	\$8,400	\$33,100	\$16.00	\$86.00	\$9.70	\$30.00	\$14.50
Co	x	x	x	\$1,226,370	\$160,542	\$11,332	\$9,680	\$73,655	\$13.80	\$115.00	\$11.50	\$13.08	\$10.90
Fa	x	x	x	\$1,239,000	\$357,100	\$10,983	\$8,700	\$46,000	\$18.00	\$114.00	\$12.00	\$16.00	\$16.00
H	x	x	x	\$1,272,000	\$154,000	\$10,500	\$9,500	\$57,800	\$25.00	\$75.00	\$10.75	\$18.00	\$4.00
Pe	x	x	x	\$1,298,000	\$197,000	\$11,000	\$10,000	\$47,000	\$19.00	\$120.00	\$16.00	\$13.00	\$12.00
A				\$1,264,196	\$217,116	\$11,518	\$9,074	\$52,152	\$17	\$94	\$11	\$16	\$11

One Page Avenue : Suite 200
Asheville, North Carolina 28801

p.828.225.7400 : f.828.225.7401
info@cjmw.com : www.cjmw.com

Certified by:



Brian F. Hart

Date:

3/3/2008

