

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** May 2, 2011

**SUBJECT:** Approval of Lowest Bid for Community Development Block Grant  
Warm Company Sewer Line Improvements

**PRESENTER:** Anthony W. Starr, AICP, Planning Director

**ATTACHEMENTS:**

1. Recommendation of Award
2. Engineer's Bids Summary
3. Huntley Construction Bid

### SUMMARY OF REQUEST:

The 2008 Community Development Block Grant (CDBG) Infrastructure project will assist a Henderson County business, the Warm Company, in acquiring a sewer connection. The CDBG funds provide for approximately 1,471 linear feet of gravity sewer main with a total project budget of \$200,000. As part of the procurement requirements associated with the grant, a Request for Bids (RFB) for infrastructure improvements was advertised. A total of 13 companies submitted bids.

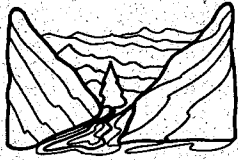
Due to requirements by the NC Division of Community Investment, the Board is required to take action on this bid for construction services. After review of the submitted bids, it is recommended that the Board of Commissioners select Huntley Construction, the lowest qualified bidder, for the project. The bid by Huntley Construction for \$75,657.50 came in well below budget. The remaining submitted bids are available in the Planning Department for inspection.

The Board previously reviewed this project and approved the grant application. Planning Staff is now implementing the grant and no County matching funds are required.

### BOARD ACTION REQUESTED:

Planning Staff requests that the Board approve the bid submitted by Huntley Construction, and authorize the Planning Director to execute a construction contract with Huntley Construction.

**Suggested Motion:** I move that the Board approve Huntley Construction, the lowest qualified bidder, for construction services, authorize the Planning Director to execute a construction contract for \$75,657.50 and authorize staff to take all necessary steps to complete the infrastructure improvements pursuant to CDBG #08-C-1848.



# William G. Lapsley & Associates, P.A.

Consulting Civil Engineers and Land Planners

William G. Lapsley, P.E.  
William R. Buie, P.E.  
G. Thomas Jones III, P.E.

April 19, 2011

Mr. Anthony Starr, Planning Director  
Henderson County  
100 North King Street  
Hendersonville, NC 28792

RE: Warm Company Sewer Project  
Recommendation of Award

Dear Mr. Starr:

On Tuesday, April 19, 2011, bids for the Warm Company Sewer project were received and publicly read aloud. A total of thirteen bids were received ranging from a low of \$75,657.50 submitted by Huntley Construction to a high of \$156,288.00 submitted by Blythe Development. A copy of the bid summary and bid tabulation is included with this letter.

After reviewing the low bid, we did not find any informalities, and they submitted the property DBE forms and bid bond. We have worked with Huntley Construction on numerous projects, and we highly recommend them to the County. Based on our review of the bids and our past experience with the contractor, we recommend that the County award the Warm Company Sewer Project to Huntley Construction in the amount of \$75,657.50.

If you have any questions, don't hesitate to contact our office.

Sincerely,  
WILLIAM G. LAPSLEY & ASSOCIATES, P.A.

William R. Buie, P.E.

CC: Mr. John Connell, LOSRC

**Henderson County  
Warm Company Sewer**

**Bid Results - 4/19/11**


	<b>Bid</b>	<b>DBE</b>	<b>Total</b>
<b>Bidder</b>	<b>Bond</b>	<b>Forms</b>	<b>Bid</b>
Huntley Construction	<b>X</b>	<b>X</b>	<b>\$75,657.50</b>
C&W Utilities	X	X	\$79,556.50
T&K Utilities	X	X	\$79,693.00
Payne, McGinn, Cummings	X	X	\$84,878.85
Site Development Corp	X	X	\$87,695.00
Patton Construction Group	X	X	\$90,150.00
Cooper Construction	X	X	\$90,876.00
Gosnell Construction	X	X	\$92,955.00
Carolina Specialties	X	X	\$97,146.00
Harry's Ditching	X	X	\$99,283.00
Terry Brothers	X	X	\$111,854.00
Stilwell Construction Corp	X	X	\$115,907.00
Blythe Development	X	X	\$156,288.00



Received By - William G. Lapsley & Associates, P.A.:

4.19.11

Date:

 Indicates bids with mathematical errors.

**HENDERSON COUNTY  
WARM COMPANY SEWER  
BID**

**PROJECT IDENTIFICATION:**

Warm Company Sewer

**THIS BID IS SUBMITTED TO:**

Mr. Anthony Starr, Planning Department  
Henderson County  
100 N. King Street  
Hendersonville, NC 28792

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>04-12-2011</u>
<u>2</u>	<u>04-13-2011</u>
<u>          </u>	<u>                          </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to

submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

**5.01** Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.  
SEE ATTACHED BID SCHEDULE

Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**6.01** Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within three hundred (300) consecutive calendar days after the date of the notice to proceed.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**Henderson County**  
**Bid For - Warm Company Sewer Extension (revised 4/18/11)**

**SANITARY SEWER IMPROVEMENTS**

<u>Item</u>	<u>Estimated Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization and Survey	1	LS	<u>2500.00</u>	<u>2500.00</u>
Clearing and Grubbing	1	LS	<u>3500.00</u>	<u>3500.00</u>
8" PVC Sanitary Sewer Lines	1,376	LF	<u>23.50</u>	<u>32,336.00</u>
8" DIP Sanitary Sewer Lines	95	LF	<u>32.00</u>	<u>3,040.00</u>
6" DIP Sewer Service	1	LS	<u>1200.00</u>	<u>1,200.00</u>
12" Roadway Bore	40	LF	<u>125.00</u>	<u>5,000.00</u>
4' Diameter Manhole	7	EA	<u>1360.00</u>	<u>9,520.00</u>
Connect to Existing Manhole	1	LS	<u>750.00</u>	<u>750.00</u>
Washed Stone Bedding	175	TN	<u>23.50</u>	<u>4112.50</u>
Connect to Existing Warm Company Plumbing	1	LS	<u>3500.00</u>	<u>3500.00</u>
Pump and Abandon Existing Septic System	1	LS	<u>500.00</u>	<u>500.00</u>
Stream Crossing	1	LS	<u>500.00</u>	<u>500.00</u>
Silt Fencing	968	LF	<u>2.00</u>	<u>1936.00</u>
Regrade and Mat Existing Ditch	650	LF	<u>3.00</u>	<u>1950.00</u>
Erosion Control Matting	52	SY	<u>3.00</u>	<u>156.00</u>
Check Dams	12	EA	<u>80.00</u>	<u>960.00</u>
Asphalt Driveway Repair	51	SY	<u>37.00</u>	<u>1887.00</u>
Incidental Stone	45	TN	<u>18.00</u>	<u>810.00</u>
Final Clean Up, Seeding and Mulching	1	LS	<u>1500.00</u>	<u>1500.00</u>
<b>TOTAL BID</b>			<u>75,657.50</u>	

**UNIT PRICE ITEMS**

<u>Item</u>	<u>Estimated Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Trench Rock Blasting and Disposal	X	CY	<u>100.00</u>	<u>100.00</u>
6" Underdrain w/ Stone and Fabric	X	LF	<u>14.00</u>	<u>14.00</u>
Haul Off Unsuitable Materials or Topsoil	X	CY	<u>15.00</u>	<u>15.00</u>
C125 Erosion Control Matting	X	SY	<u>3.00</u>	<u>3.00</u>
Gravel Construction Entrance	2	EA	<u>1200.00</u>	<u>2400.00</u>

Respectfully submitted:

HUNTLEY CONSTRUCTION COMPANY  
Company Name (Bidder)

[Handwritten Signature]  
Signature

04-19-11  
Date

HARVEY L. HUNTLEY  
Name

PRESIDENT  
Title

121 CHARLOTTE HOG ASHEVILLE, N.C.  
Address 28803

N.C. 5264  
License Number

(SEAL) – if BID is by a corporation)



# State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of BUNCOMBE

Affidavit of HUNTLEY CONSTRUCTION COMPANY (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

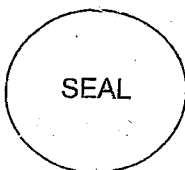
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4/19/11 Name of Authorized Officer: HARVEY L. HUNTLEY  
Signature: [Handwritten Signature]  
Title: PRESIDENT



State of North Carolina, County of BUNCOMBE  
Subscribed and sworn to before me this 19TH day of APRIL 20 11  
Notary Public [Handwritten Signature]  
My commission expires My Commission Expires 01/31/2012



**NORTH CAROLINA  
PROPOSAL BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183**

KNOW ALL MEN BY THESE PRESENTS, That we, Huntley Construction Company

as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation of the State of Connecticut, as Surety, which is duly licensed to act as Surety in North Carolina, are held and firmly bound unto

Henderson County Board of Commissioners

as Obligee, in the sum of five percent (5%) of the amount bid----- Dollars (\$ ----- ),

lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 19th day of April, 2011

WHEREAS, the said Principal is herewith submitting proposal for

Gravity Sewer Line Extension  
To Serve The Warm Company  
Hendersonville, Henderson County, North Carolina

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

Witness:

*Harvey L. Huntley*

Huntley Construction Company

By: *Harvey L. Huntley*

HARVEY L. HUNTLEY Seal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: *Karen K. Beard*  
Karen K. Beard (Attorney-in-Fact)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223206

Certificate No. 004036750

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Karen K. Beard

of the City of Asheville, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of January, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 12th day of January, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 20 11.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.