

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 8, 2015

SUBJECT: Phase 2 Contract & Phase 3 Design Proposal
1995 Courthouse Security Project

PRESENTER: Marcus A. Jones, PE

ATTACHMENTS: Yes

1. Proposed Riddle Construction Contract for Phase 2
2. Proposed Tamara Peacock Agreement for Phase 3

SUMMARY OF REQUEST:

Phase 2 Construction Contract:

As directed by the Board during FY2016 budget discussions to implement the security portions of the 1995 Courthouse Renovations and Security Project, staff released a second Request for Proposals (RFPs) on July 10, 2015 for Phase 2 after receiving no responses to the first RFP. The scope of Phase 2 consists of the parking lot improvements to the North and South lots of 1995 Courthouse as Moseley bid in Feb 2014. One bid was received from Riddle Construction for \$128,873.00.

Upon review of the bid and the Contractor, staff recommends that the Board award the contract to Riddle Construction Company, LLC for \$128,873.00. The proposed project budget is included at the end of the agenda item.

Phase 3 Design Proposal:

As directed by the Board during their July 15, 2015 meeting, staff has negotiated the attached design agreement for Phase 3 with the local firm, Tamara Peacock Company for \$25,500. The scope is to move the public entrance from the north door of the Courthouse back to the front (west) entrance; this would include replacement of security equipment that the Sheriff's staff report to be beyond its useful life. Additionally, this phase would install new doors within the Courthouse to establish a threshold between the public and staff.

Staff recommends that the Board award the agreement with The Tamara Peacock Company Architects for \$25,500. The proposed project budget is included at the end of the agenda item.

Additional Work in the Tax Department Area:

Staff has received a request from Stan Duncan, County Assessor / Collector to add eight security cameras and one card access lock to the Tax Department's existing areas. Five of the cameras will cover cash receiving stations and the other three cover areas within their space

where Tax staff meets with the public. These additions were recommended by an external auditor and reviewed by the Sheriff's Courthouse security staff. Based on the current contract for Phase 1, we estimate the work to be approximately \$30,000. Should the Board approve this additional work, staff is developing a change order to the phase 1 contract. If the change order is not reasonable, the work can be added to the phase 3 scope and future RFP.

Proposed Project Budget:

Remaining Budget after Moseley Bid		\$ 917,493.78
Phase 1 Contract	\$ 158,250.92	
Phase 2 Proposed Contract	128,873	
Phase 3 Proposed Design Agreement	25,500	
Phase 3 Construction Estimate	300,000	
Phase 3 Equipment Estimate	50,000	
Tax Department Addition Estimate	30,000	
Contingency	35,000	
Total Phase 1, 2 and 3		<u>\$ 727,623.92</u>
Budget Remainder after Security Project		\$ 189,869.86

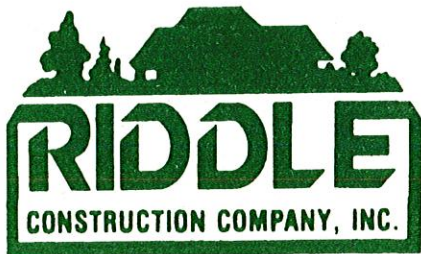
BOARD ACTION REQUESTED:

1. Award the construction contract for Phase 2 of the 1995 Courthouse Security Project to Riddle Construction Company, LLC for \$128,873.00 and authorize the County Engineer to execute the required documents.
2. Approve the architectural service agreement for Phase 3 of the 1995 Courthouse Security Project with The Tamara Peacock Company Architects for \$25,500 and authorize the County Engineer to execute the required documents.
3. Approve the additional scope for the Tax Department to add eight cameras and an access door lock.
4. Approve the proposed project budget for the 1995 Courthouse Security Project.

Suggested Motions:

1. I move that the Board award the construction contract for Phase 2 of the 1995 Courthouse Security Project to Riddle Construction Company, LLC for \$128,873.00 and authorize the County Engineer to execute the required documents.

2. I move that the board approve the architectural service agreement for Phase 3 of the 1995 Courthouse Security Project with The Tamara Peacock Company Architects for \$25,500 and authorize the County Engineer to execute the required documents.
3. I move that the Board approve the additional scope for the Tax Department to add eight cameras and an access door lock.
4. I move that the Board approve the proposed project budget for the 1995 Courthouse Security Project.



732 JONESBOROUGH STREET
HENDERSONVILLE, NORTH CAROLINA 28739
CUSTOM HOMES • COMMERCIAL • REMODELING
SINCE 1975

(828) 692-0763
FAX: (828) 693-7163

CONSTRUCTION CONTRACT

This Construction Contract between RIDDLE CONSTRUCTION COMPANY, INC. ("Riddle") and HENDERSON COUNTY ("Owner(s)") concerns Construction Work Riddle will perform for Owner(s), including a description of the Construction Work, an estimated Time of Completion of the Construction Work, and a Payment Method for the Construction Work. The Construction Work will be performed for Owners(s) at HENDERSON COUNTY 95 COURTHOUSE in HENDERSON County, North Carolina.

I. Construction Work

A. Definitions

1) "Building Specifications" means the list of specifications, including in **addendum 1 & 2. In addition Drawings A.1, A1.2 & A1.3 dated 7.20.2015**

2) "Construction Drawings" means the complete set of graphic plans, by **Marcus Jones dated 7.20.2015** prepared, in accordance with which, along with the Building Specifications, Riddle will complete the Construction Work, which plans are incorporated as a term of this Construction Contract.

3) "Construction Work" means the entirety of the undertaking by Riddle under the terms and conditions of this Construction Contract, including furnishing all materials and supplying all labor necessary to erect or renovate building(s) as set forth in the Building Specifications and Construction Drawings, and in accordance with the North Carolina State Building Code and local ordinances (including building- and zoning-related ordinances), environmental and sanitary laws, regulations, and restrictions (federal, state, and local), deed restrictions, and all other legal and contractual mandates and restrictions as might apply to the Construction Work. "Construction Work" not specifically called for in the Building Specifications, Construction Drawings, or Change Orders that might be executed during the term of this Construction Contract, but reasonably necessary to accomplish what is specifically called for in those documents and drawings, shall be performed by Riddle as if fully set forth in the documents and drawings.

B. Riddle's Contractual Performance Obligations

1) Riddle will perform the Construction Work in a reasonably timely manner, subject to unavoidable delays necessitated by weather, acts of God, and other events and circumstances beyond Riddle's control. Riddle estimates

completion of the Construction Work within **60** days of commencement of the Construction Work. This estimate is not a deadline, however, and shall not be construed as such; nor does this estimate account for the aforementioned unavoidable delays or for additional work called for by Change Orders as defined herein.

2) Riddle will provide, with respect to Construction Work performed by its employees and those of individuals and entities with which it contracts to perform any aspect of the Construction Work, liability insurance and workers compensation coverage for the purpose of achieving Owner(s)' full protection from risks associated with performance of the Construction Work.

3) In connection with performing the Construction Work, Riddle will be responsible for obtaining **Permits from the Henderson County Building Department** to allow commencement and completion of the Construction Work, including final permits allowing Owner to occupy the building erected or renovated.

4) In connection with Change Orders and as set forth in the following section, Riddle will be responsible for completing work described in Change Orders properly made by Owner(s) and providing timely estimates of the cost to Owner of changes reflected in Change Orders.

5) Riddle Construction will perform this job in two phases. We will start and complete the security upgrades on the LEC side first before starting the Judicial Parking side.

C. Owner(s)' Contractual Performance Obligations

As consideration for Riddle's Contractual Performance Obligations set forth in the preceding subsection B,

1) Owner(s) will provide a survey of the building site and cooperate with Riddle in establishing the location of the building and grade level.

2) Owner(s) will make payments for Construction Work as set forth in the following section II, Payment Method.

3) Owner(s) will request changes in the Construction Work, including scope and methods, in accordance with the Change Orders requirements set forth in the following subsection D.

4) Owner(s) will cooperate with all reasonable requests by Riddle made for the purpose of facilitating completion of the Construction Work within the estimated Time of Completion of Construction Work and subject to properly made Change Orders.

D. Change Orders

All changes in the scope and methods of the Construction Work must be made in accordance with the requirements of this subsection in order to alter the parties' Contractual Performance obligations under this Construction Contract.

The individual(s) who may authorize Change Orders for the Owner(s) ("Authorized Individual") is:

Name: _____

Addresses:

Home: _____

Mailing: _____

Telephone/Fax:

Home: _____

Work: _____

Cell: _____

Fax: _____

E-Mail Address: _____

No request for a change in the Construction Work will obligate Riddle to alter its Contractual Performance Obligations *except* requests for changes manifest and confirmed in accordance with the following procedure:

1) If Authorized Individual(s) orally or in writing communicates to Riddle the need or desire for a change in the Construction Work, Riddle will prepare a Change Order on the form attached to and made a part of this Construction Contract.

2) Upon presentation of the Change Order by Riddle, Authorized Individual(s) will sign and date the Change Order if it reflects accurately the needed or desired change and if Authorized Individual(s) approves of the price for the change reflected in the Change Order.

3) Upon receipt of the Change Order signed by Authorized Individual(s), Riddle will effect change in the Construction Work as specified in the Change Order and adjust the Price for Construction Work accordingly.

II. Payment Method

A. The Stated Contract Price method of payment obligates Owner(s) to pay the Stated Contract Price according to the Schedule of Payments listed in the attachment to this Construction Contract, which schedule is incorporated as a term of this Construction Contract, and subject to the following conditions:

Handwritten initials and scribbles

1) The Stated Contract Price is \$128,873.00.

2) Owner(s) will pay 10% of the Stated Contract Price in the amount of \$12,887.00 prior to Riddle's commencing any of the Construction Work under this Construction Contract.

3) Owner(s)' failure to remit to Riddle any invoiced payment on the Schedule of Payments within fifteen (15) days of the invoice's date will result in the accrual of interest on any unpaid balance at a monthly rate of 1.5%; may result, at Riddle's sole discretion, in Riddle's suspension of Construction Work, including consequent adjustments in Time of Completion of Construction Work and price(s) and payment schedules set forth in this Construction Contract to reflect effects of delays reasonably caused by Riddle's justified suspension of Construction Work; or may result in Riddle's cancellation of this Construction Contract, including withdrawal of all permits secured by Riddle to facilitate the Construction Work. Riddle reserves the right avail itself of all contractual, legal, and equitable remedies to secure unpaid balances owed under this Construction Contract.

IV. Miscellaneous Provisions

A. This Construction Contract embodies the entire agreement between Riddle and Buyer concerning its subject matter and all other matters reasonably related to its terms and conditions. No other agreement of the parties reached prior or subsequent to the execution of this Construction Contract shall be construed as modifying in any way the terms and conditions of this Construction Contract, except for Change Orders to which this Construction Contract refers and other written agreements entered into subsequent to the execution of this Construction Contract that refer to the terms and conditions of this Construction Contract subject to modification by the subsequent written agreement.

B. The parties acknowledge that they have had a full and fair opportunity to review this Construction Contract with counsel of their choosing, and that they are executing it voluntarily and with full knowledge of its terms and conditions, and the ramifications of these terms and conditions.

Riddle Construction Company, Inc.

Owner(s)

By: *Andrew Riddle*

By: _____

Dated: 8/6/15

By: _____

Dated: _____

Change Order

RIDDLE CONSTRUCTION CO. INC.

732 Jonesborough Street

Hendersonville, N.C. 28739

828-692-0763

Date: _____

Owner: _____

Contractor: _____

Project name: _____

Change order number: _____

Original contract date: _____

You are directed to make the following changes in this contract:

You are directed to make the following changes in this contract:	
<i>SAMPLE</i>	

The original contract sum was: _____ \$ _____

Net amount of previous change orders: _____

Total original contract amount plus or minus net change orders: _____

Total amount of this change order: _____

The new contract amount including this change order will be: _____

The contract time will be changed by the following number of days: () Days

The date of completion as of the date of this change order is: _____

Contractor:

Riddle Construction Company Inc.

Company name

732 Jonesborough Street

Address

Hendersonville, North Carolina 28739

City, State, Zip

Date

Signature

Owner:

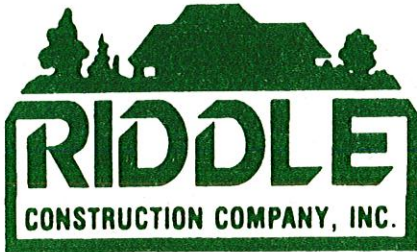
Name

Address

City, State, Zip

Date

Signature



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Parking Lot Security Installation and Improvements at 1995 Courthouse

Date: August 6, 2015

This proposal is for the project known as Parking Lot Security Installation and Improvements at 1995 Courthouse. Pricing is to include furnishing all labor, materials and equipment necessary to conduct work according to specs and plans. Scope of work is to include:

- Install approx. 286 lf of 8' tall 9 ga galvanized fence with privacy slats
- Install 1 12' gate
- 2 12' barrier arms
- Install access control system which includes match reader interface assembly, card reader devices
- Install video surveillance system
- Remove monument and flagpole
- Relocate payment drop box
- Relocate post office box
- Remove existing island
- Repair parking lot with striping
- Cut in curb ramp per DOT guidelines
- Install new curb and gutter
- Seed and straw new and disturbed landscape areas
- Install one Broadleaf canopy tree

Total price outlined above: \$128,873.00

SGA

Thank you for the opportunity to work with you. Please let me know if you have questions or concerns in regards to this project.

Sincerely,

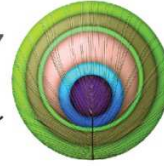
Sean G. Huson

Project Manager

Riddle Construction

THE TAMARA PEACOCK COMPANY

Architects



August 19, 2015

Henderson County

Marcus A. Jones, Director of Engineering
1 Historic Courthouse Square, Suite 6
Hendersonville, NC 28792
Office: (828) 694-6560
majones@hendersoncountync.org

**RE: FRONT ENTRANCE SECURITY ALTERATION OF 1995 COURTHOUSE
200 North Grove Street
Hendersonville, NC**

Dear Marcus,

As per your request the Tamara Peacock Company Architects is pleased to submit this Letter of Agreement for professional architectural services regarding the above referenced project. The scope of services to include the following:

- Schematic Design
- Construction Documents
- Mechanical/Electrical/Plumbing Engineering
- Structural Engineering

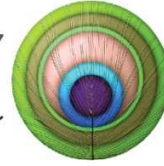
We are available to start at the pleasure of the County Commissioners.

BASIC SERVICES:

Disciplines included: Design professional services in this proposal are Architectural and Engineering.

THE TAMARA PEACOCK COMPANY

Architects



The Tamara Peacock Company Architects will create a design based on Owner supplied documents of the existing design, and will confirm the appropriate design response based on input from the county, security. The general scope shall be as follows:

Associated with new ada lift:

- Demolition on front porch associated
- New structural walls at opening
- New sidewalk and associated landscaping
- New Signage
- Assist telecom
- Electrical power for lift
- New lift

Associated with relocated Security Entrance:

- Demolition of existing monumental stair and landing
- New monumental stair into elevator lobby
- New wall coverings
- New front door at exterior and vestibule
- New casework for security station
- Associated electrical for security equipment
- Emergency call switch

Security access doors on Main Level and Second Level

- New walls and doors to control security access on Main and Second Levels
- Associated electrical with card readers, egress locks, etc...

Construction Documents will be created after the approval of the Schematic Design.

FEES:

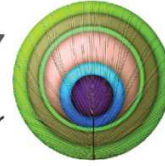
Our fee for Basic Services shall be Stipulated Sums broken down as follows:

Schematic Design.....	\$2,500.00
Construction Documents.....	\$12,000.00
Mechanical & Electrical Engineering.....	\$6,000.00
Structural Engineering.....	\$2,000.00
Permitting/Bidding.....	\$1,000.00
Construction Administration.....	<u>\$2,000.00</u>
Total Fee	\$25,500.00

Previously Stuart Stepp, Architect Mailing: 104 1st Avenue East, Suite A, Hendersonville, NC 28792
828.696.4000 Fax 828.696.4952 tamara@tamarapeacock.com

THE TAMARA PEACOCK COMPANY

Architects



Additional Service Rates

Additional Services shall be billed in accordance with the attached Professional Fee Schedule, May 1st, 2012. Additional services shall be performed only with the request and authorization of the client for these services. Some of the services not included as Basic Services (some may be provided as Additional Services):

1. 3D Renderings.
2. Meetings with planning and zoning officials.
3. Any additional engineering by outside consultants.

Reimbursable Expenses

Reimbursable expenses shall be paid in accordance with the attached Reimbursable Fee Schedule, May 1st, 2012. The consultant shall be reimbursed for all printing, plotting, duplicating, courier and travel expenses pertaining to the production of documents.

Payments

Invoices from the Architect, based on the services rendered, will be prepared in accordance with the Architect's billing cycle. Payment from the client is due upon presentation of the invoice.

Ownership of Drawings

Drawings are instruments of the Architect's services and shall bear the Architect's copyright notice. They shall remain the property of the Architect. The Client may retain hard copies only of the drawings for information and records. The Architect agrees not to unreasonably withhold release rights under US Copyright Law. Any drawings provided by the Client shall be their property.

Other Provisions

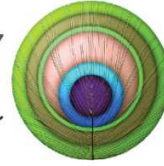
The Client and the Architect bind themselves, their partners, successors, assigns, and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign, sublet, or transfer his interest in the Agreement without written consent of the other.

An initial payment in the amount of \$2,500.00 and a signed copy of this proposal shall serve as Notice to Proceed.

Previously Stuart Stepp, Architect Mailing: 104 1st Avenue East, Suite A, Hendersonville, NC 28792
828.696.4000 Fax 828.696.4952 tamara@tamarapeacock.com

THE TAMARA PEACOCK COMPANY

Architects



Again, we appreciate this opportunity. If you have any comments or concerns, please do not hesitate to contact us.

Sincerely,

Tamara Peacock, R. A. President
Tamara Peacock Company Architects, Architect

ACCEPTANCE OF PROPOSAL

Mr. Marcus A. Jones, Director of Engineering

Date: