

# ASHEVILLE

CONTRACT DOCUMENTS

FOR

## Asheville Area Wayfinding Program

Prepared for:  
Buncombe County Tourism Development Authority

Prepared by:  
Mattern & Craig, Inc.  
12 Broad Street  
Asheville, NC 28801

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EXECUTION

Date: February 10, 2009

Mattern & Craig  
Consulting Engineers  
12 Broad Street  
Asheville, NC 28801

To: **All Plan Holders and Interested Parties**

Project: **Asheville Area Wayfinding Program (Re-Bid)  
Buncombe County Tourism Development Authority**

Commission No: 2937

Addendum Date: February 10, 2009

Addendum No: One (1)

Includes Full Size Plan Sheets:      Yes      **X** No

The following shall modify or provide clarification to the contract documents. The work shall be accomplished in accordance with such modifications. This Addendum must be acknowledged in the Proposal and Contract and it should be stapled behind the front cover of the specifications.

ITEM #1: **AGREEMENT**

**Section A101 Page 2 - Standard Form of Agreement Between Owner and Contractor Instruction to Bidders -- Article 2, Time of Commencement and Substantial Completion, Paragraph 2.1 shall read as follows:**

The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved by 168 days after the stipulated date in the Notice to Proceed.

ITEM #2: **MINORITY BUSINESS PLAN INFORMATION**

**Minority Business Plan Changes and Forms Revisions revised as follows:**

Minority Business Program  
Office of Economic Development - City of Asheville  
29 Haywood Street  
Asheville, NC 28801  
Website: [www.ashevillenc.gov/mbp](http://www.ashevillenc.gov/mbp)

Brenda G. Mills, Director  
Phone: (828) 232-4566  
Fax: (828) 251-4943  
Wireless: (828) 712-2324

**END OF ADDENDUM #1**



M & C Form #009

Date: February 17, 2009

Mattern & Craig  
Consulting Engineers  
12 Broad Street  
Asheville, NC 28801

To: **All Plan Holders and Interested Parties**

Project: **Asheville Area Wayfinding Program (Re-Bid)**  
**Buncombe County Tourism Development Authority**

Commission No: 2937

Addendum Date: February 17, 2009

Addendum No: Two (2)

Includes Full Size Plan Sheets:      Yes      **X** No

The following shall modify or provide clarification to the contract documents. The work shall be accomplished in accordance with such modifications. This Addendum must be acknowledged in the Proposal and Contract and it should be stapled behind the front cover of the specifications.

**ITEM #1: BID PROPOSAL**

Bid Form #2, Page 01108-7 shall be revised as follows:

<u>PARK.1A - see detail sheet D.7</u>	15			
<u>PARK.1B - see detail sheet D.7</u>				
<u>PARK.1C - see detail sheet D.7</u>				
Sign panel mounts to existing pole.	Unit	each	Price	\$

**ITEM #2: BID PROPOSAL**

Bid Form #2, Page 01108-8 shall be revised as follows:

Removal of Existing Signs: excavation of foundations, disposal of excavated materials, sign and sign post and surface restoration. Also including all traffic control and any associated permits for lane closures that maybe necessary.	49			
	Unit	each	Price	\$

**ITEM #3: SALES TAX REIMBURSEMENT INFORMATION**

Sales Tax Reimbursement Information Form, Page 01215-8 shall be deleted in its entirety.

**ITEM #4: STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (FABRICATION ONLY)**

Standard Form of Agreement, Page A-101-2, Article 2, Paragraph 2.1 shall read as follows:

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed ;  
and, subject to authorized adjustments, Substantial Completion shall be achieved by 168 days after the stipulated date in the Notice to Proceed.

**ITEM #5 PRE-BID CONFERENCE MEETING NOTES AND ATTENANCE LIST**

See attached Pre-Bid Conference Notes and Attendance List. (Note: Please contact Theresa Simmons with any changes or additions to the Attendee List.)

**END OF ADDENDUM #2**

OWNER: BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY  
NAME OF PROJECT: Asheville Area Wayfinding Program (Re-Bid)  
Pre-Bid Conference – February 13, 2009 at 2:00pm  
Pre-Bid Meeting Notes

Finals – Local artists/ in production now/ coordination with fabricator for attachment and coordination with installer for delivery and storage

Contract

- Alt A&B – Design changes to the original designs
- Alt A for Design Documents
- #3 on Attachment A – should be .080 not .090 for aluminum thickness
- Delivery signs to Buncombe County – staging/storage area to be provided by the installation contractor
- Sales tax included in bid 6.75% Buncombe County – per Cate Marvill
- Clarify shipping & General Conditions – Who pays shipping – Fabricator
- M&C will do an inspection once signs are received by installer once accepted Contractor B (installation contractor) must maintain them
- Proposed Start Date – last week of March
- Fabricator put on truck, Installer takes off the truck in regard to expenses
- Responsibility of each sign transfers from the Fabrication contractor to the install contractor upon delivery and inspection/acceptance
- Digging Footer – Replace entire sidewalk section – 5' x 5' / expansion joint to expansion joint
- Include that in the installation cost
- Replace like materials with like materials at all sign installation locations
- All Mounting components such as Break away poles at each footers comes from fabricator
- Installer is responsible for digging hole and setting the footer and placing the sign
- Fabricator to supply ALL mounting hardware
- Finial attached in the field – Installer will be responsible for obtaining the finials at their cost and storage of the finials as well
- Finial attachment assembly will come from fabricator
- D.26 – D.30 – Artisan Finials – not part of the contract
- Shop Drawings – Installer to pay for getting finial to site for installation
- 3 Artists doing finials
- See picture on last page for an example of one of the finials.
- Installer should include a mark out trip prior to installation
- Installer – weekly progress meeting – this should be covered in the cost of their bid
- Fabricator producing by sign type
- Installer putting in by geographic areas
- It is hopeful that fabricator and installer will work together to coordinate work so that installer may start earlier
- Flood lights for Gateways – Fabricators responsibility
- No Logos

- Fabricator needs to submit shop drawings on all signs for approval
- Gateways – Alternate pricing
- Jody – Installation Q – Permitting Fees from City and Meter bagging – Cate Marvill is looking in to this to try to get it waved
- Cate – No DOT fees – Asheville biggest problems – Cate is looking into this to try to get it waved or reduced.

### **Mark Out**

- Field Adjust 5-10' lateral movement
- Reason Installer must be there
- DOT would like a min of 3' from FOP but will treat on a case by case situation
- NCDOT should be on mark out as well as City

### **Spread Footers**

- More shallow footing to have less worry about utilities
- Footers overkill – Jody – however all footing must be designed by NCDOT standards
- Break away plates – must use their footers
- Material Testing must be done by Installer and submitted to DOT – this expense should be reflected in the bid
- Read Submit Section – Full size mock up – Color Samples – very important that this section of followed properly
- Check on Submittals – 3 of each color – just color swatch submission
- Full size mock up is part of signs and can be used in production

### **Minority**

- Good Faith Effort will not affect bid

### **Miscellaneous**

- Low bid w/ proper credentials
- Owner has right to wave informalities
- Send all bid forms electronically to all bidders
- Questions – Wednesday Noon, 18th e-mail Theresa
- Pay Schedule

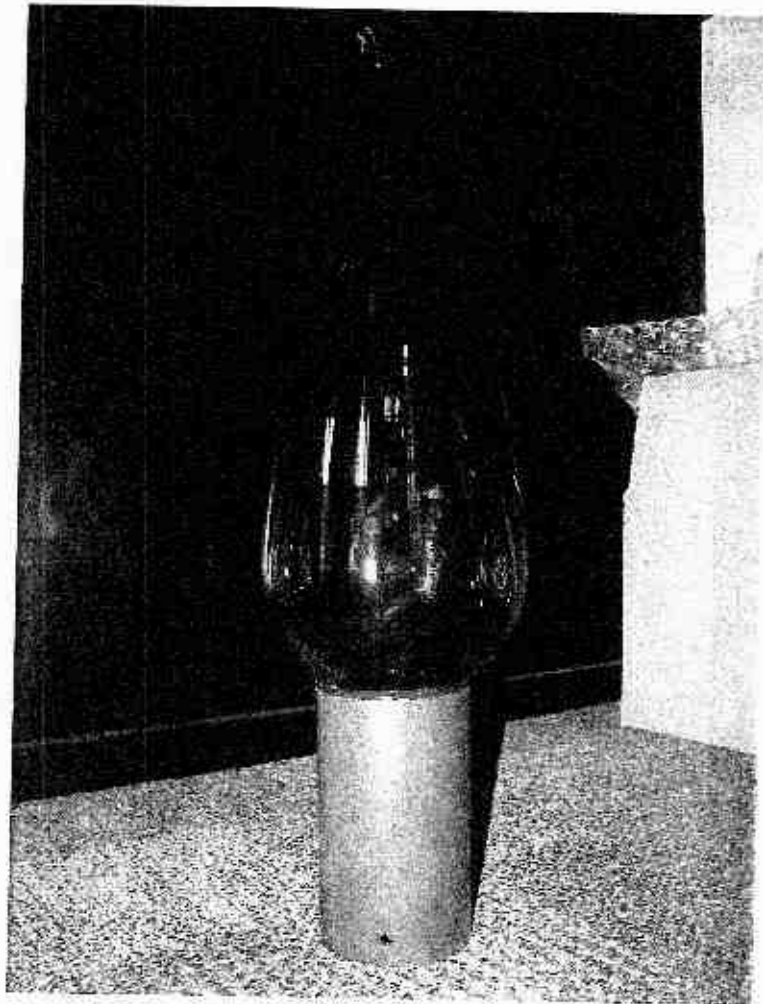


Photo of a finial showing the PVC attachment

Date: February 20, 2009

Mattern & Craig  
Consulting Engineers  
12 Broad Street  
Asheville, NC 28801

**To: All Plan Holders and Interested Parties**

**Project: Asheville Area Wayfinding Program (Re-Bid)**  
**Buncombe County Tourism Development Authority**

**Commission No:** 2937

**Addendum Date:** February 20, 2009

**Addendum No:** Three (3)

**Includes Full Size Plan Sheets:**      Yes      **X** No

The following shall modify or provide clarification to the contract documents. The work shall be accomplished in accordance with such modifications. This Addendum must be acknowledged in the Proposal and Contract and it should be stapled behind the front cover of the specifications.

**ITEM #1: CONTRACTOR QUESTIONS:**

Please find all of the contractor questions and the responses from the design/construction administration team below.

**Questions from Sign Art:**

**Responses from Glen Swantak from Merje Design:**

- 1) Who will be responsible for sign permits and electrical permits?

*Installer is responsible for all Permits*

- 2) Who will be responsible on getting electric to the sign locations?

*City will provide power within 3 feet of sign location Installer is responsible for all connections.*

- 3) The drawings show painted background and you said they talked about reflective background and if reflective what color backgrounds?

*All vehicular signs have a reflective background as specified in the documents. All pedestrian signs have a painted background as specified in the documents. All colors and materials are specified in the drawings and color chart.*

**Question from Sean Nuttall with AGS:**

**Response from John Bosio from Merje Design:**

- 1.) Have DIST\_ID.2 & 3 been changed to 5" single poles?

*Yes - the pole will be adjusted similarly on the DIST\_ID.2 & 3.*

- 2.) Additional information on the acrylic ball?

*Answer: No. it is a general specification and can work through specifics during the shop drawing phase.*

**Question from Jason Wascher with Signs Etc.:**

**Responses from Merje Design:**

- 1.) I'm not finding a "table" on K.2 illustrating which of the regional signs gets which depth of footing? There is a table like this on G.3 but it does not identify any of the regional sign types?

*VDIR.1-3: 2'dia x 6'deep*

*RVDIR.4: 2'dia x 7'deep*

- 2.) I see in the addendum the clarification about "spread" footings ... I assume we are to disregard this for bid purposes and it is a detail that will be addressed (application and price) downstream on a case-by-case basis, correct?

*Yes: The spread footers are used on a case by case basis.*

**Question from Joe Widmer with Serigraphics Sign Systems, Inc.:**

**Response from Merje Design:**

- 1.) Could I get clarification on the Wrought iron faces used in PED.4. Is it to be made by a local artisan? I'm assuming it's in the fabricator's scope, could you confirm that?

*Fabricator is responsible for this.*

**Question from the Pre-Bid meeting:**

**Response from Cate Marvill:**

- 1.) Will all of the towns and cities fees for street/lane/sidewalk closings and meter bagging be waived?

*Please include all associated fees in your bid price for installation. Cate will be working with each municipality and City to try to get these fees waived; however, if she can not, then we do want this to already be accounted for in the bid price.*

Question from Charles Bell with Geograph Industries:

Response from Merge Design:

- 1.) Attachment A, item 17 who is "others" re existing sign supports

*NCDOT*

- 2.) Sheet D.1, spec 31 states 9" dia aluminum & spec 32 has 8.75" dia light transparency. Please clarify.

*To Clarify-The 9" Diameter Tube is 1/4" thick aluminum (outside sleeve) - cut or fabricated with openings. The 8.75" Diameter Tube (inner sleeve) is attached to the inside of the 9" Tube. The inner tube is internally illuminated.*

- 3.) Sheet D.1, will a spot light be required to illuminate the interior of the Light Column?

*YES*

*PRODUCT: Color Kinetics or approved equal*

*FIXTURE: LED Flood*

*TYPE: eW® Blast Powercore or approved equal*

*CONDITION: Exterior / Wet*

*LIGHT COLOR: White Cool*

*4000 K. A 21° frosted glass lens. White Housing.*

*POWER: 100 to 240 VAC*

*INSTALLATION: Integrated into base.*

*An external flood light – will be required as well (as shown in drawings)*

- 4.) Sheet D.6 what is item 42?

*POLE*

*MATERIAL: 1/4" thick Aluminum*

*SIZE: 6 1/2" round*

*FABRICATION PROCESS: Extruded / Cut*

*EDGES: Smooth*

*COLOR: custom, as noted*

*SURFACE PROCESS: Paint all exposed surfaces*

*TOPCOAT: MPC: Acrylic Polyurethane Satin MAP*

*CLEARCOAT: MPC: Acrylic Polyurethane 42228 MAP Clear Satin*

*FASTENER: Mount top of Base.*

- 5.) Who supplies breakaway units for the poles – fabricator or installer?

*Fabricator*



- 6.) Vinyl & paints are warranted for 5 to 7 years. Amount of sunlight and angle of exposure will fade color faster. The max is 5-7 years, is this a problem?

*NO*

- 7.) Sheet 1.1-3 On poles which have been changed from 4" dia to 5" dia there are no cast aluminum collars shown, are they still required? (per D.20-D.25)

*To be clear, I will list the vehicular directional sign types.*

*There ARE cast aluminum collars on VDIR.1 VDIR.2 and VDIR.3*

*There are NO collars on the VDIR.4, VDIR.5, VDIR.6 and RVDIR.1-4*

- 8.) Does fabricator supply the flood lights?

*YES*

- 9.) Does fabricator supply J-boxes & local disconnects for the lighting?

*The City will provide electrical connection within 3 feet of the sign.*

- 10.) Are any of the Parking Garage signs mounted on poststressed concrete?

*Unknown at this time.*

- 11.) Who will be responsible for unloading signs at staging site?

*Fabricator and Mattern and Craig will be present to accept. Fabricator is responsible for loading truck. Installer is responsible for unloading.*

**END OF ADDENDUM #3**

Date: February 23, 2009

Mattern & Craig  
Consulting Engineers  
12 Broad Street  
Asheville, NC 28801

To: **All Plan Holders and Interested Parties**

Project: **Asheville Area Wayfinding Program (Re-Bid)  
Buncombe County Tourism Development Authority**

Commission No: 2937

Addendum Date: February 23, 2009

Addendum No: Four (4)

Includes Full Size Plan Sheets:      Yes      X No

The following shall modify or provide clarification to the contract documents. The work shall be accomplished in accordance with such modifications. This Addendum must be acknowledged in the Proposal and Contract and it should be stapled behind the front cover of the specifications.

**ITEM #1: CONTRACTOR QUESTIONS:**

For additional clarification for the contractor's question below:

**Question from Jason Wascher with Signs Etc.:**

**Responses from Merje Design:**

- 1.) I'm not finding a "table" on K.2 illustrating which of the regional signs gets which depth of footing? There is a table like this on G.3 but it does not identify any of the regional sign types?

*VDIR.1-3: 2'dia x 6'deep*

*RVDIR.4: 2'dia x 7'deep*

*The footing specification for RVDIR.1 is the same as the footing specification for VDIR.1*

*The footing specification for RVDIR.2 is the same as the footing specification for VDIR.2*

*The footing specification for RVDIR.3 is the same as the footing specification for VDIR.3*

*The footing specification for RVDIR.4 is the same as the footing specification for VDIR.4*

**ITEM #2: GENERAL CONDITIONS(Technical Specifications):**

Please remove Section 005500 Pages 1-17 from the technical specifications in its entirety. The General and Supplemental General Conditions in the upfront section of the bid package should be followed for this project.

**END OF ADDENDUM #4**

## Theresa Simmons

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**From:** Cate Marvill [C.Marvill@exploreasheville.com]  
**Sent:** Wednesday, March 11, 2009 5:08 PM  
**To:** 'Theresa Simmons'  
**Cc:** 'Dana Bolden'; 'James Voso'; 'Bosio, John'; 'Glen Swantak'  
**Subject:** RE: Asheville Area Wayfinding project

Hello everyone,

Once you review these responses, I would ask for a recommendation on how to move forward. John and Glen, if you have any other concerns about making this award based on their responses please let me know. It looks to me like they are saying the prices were accurate.

The board meets on Friday. I don't think we need a board vote, but I'll have the option if the recommendation is made by then.

Thanks,  
Cate

Cate Marvill | Tourism Product Development/ Community Relations Manager | Asheville Convention & Visitors Bureau | Asheville Area Chamber of Commerce | P: 828.250.2724 | F: 828.254.6054 | [cmarvill@exploreasheville.com](mailto:cmarvill@exploreasheville.com) | [www.ExploreAsheville.com](http://www.ExploreAsheville.com)

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**From:** Troy Meredith [mailto:troymer@lmsigns.com]  
**Sent:** Wednesday, March 11, 2009 3:04 PM  
**To:** 'Theresa Simmons'  
**Cc:** Cate Marvill; 'Dana Bolden'; 'James Voso'; 'Bosio, John'; 'Glen Swantak'  
**Subject:** RE: Asheville Area Wayfinding project

Our responses have been noted below the corresponding items.

---

**From:** Theresa Simmons [mailto:tmsimmons@matternandcraig.com]  
**Sent:** Monday, March 09, 2009 9:12 AM  
**To:** 'L&H Companies'  
**Cc:** 'Cate Marvill'; 'Dana Bolden'; 'James Voso'; 'Bosio, John'; 'Glen Swantak'  
**Subject:** Asheville Area Wayfinding project

Dear Mr. Meredith,

Please confirm that the following items were considered in your unit prices in your bid proposal for the Asheville Area Wayfinding Program. If you could have your answers back to me by Wednesday afternoon that would be great.

1. All General Condition items (shop drawings, samples, prototypes, shipping, permits, etc) are included.  
Yes, all items listed are included. Any prototypes are considered to be job used.
2. All vehicular signs have been bid with the TRANSPO break-away posts (Drawings G.1-G.3)  
TRANSPO break-away posts are included.

3. The Regional Signs were bid with the HAPCO product for the pole design.  
HAPCO products are included.
4. The PED.4 bid includes the graphic panels as specified by addendum as a Phenolic embedded panel.  
Yes, Phenolic panels are included.
5. PARK\_ID.3 and PARK\_ID.6 are priced as NON-ILLUMINATED.  
That is correct.
6. GATE.1, GATE.2, GATE.3 AND DIST\_ID.1 bid prices include all illumination and light fixtures.  
Yes, as specified.
7. GATE.1, GATE.2, GATE.3 AND DIST\_ID.1 bid prices include the granite bases as indicated in the design drawings.  
Yes, as specified.
8. All vehicular directional signs bid price included the custom color reflective vinyl as specified in the design documents.  
We will utilize AGFA direct to substrate UV curable digital print process over Engineer grade reflective vinyl to produce the custom colors.
9. You are NOT proposing any alternates or substitute material and that your bid reflects exactly the specifications, materials and methods that are communicated in the MERJE Design Intent drawings. And that you have not taken any liberties or applied any value engineering in developing your pricing.  
We have prepared our pricing per the MERJE design intent drawings.
10. All unit prices include applicable sales tax.  
Our unit prices include sales tax on materials only.
11. You have accounted for all of the design changes issued through the Addendums in your bid pricing.  
We have accounted for all design changes issued via addenda.
12. Replacement of all surrounding sidewalk, expansion joint to expansion (5' square) joint when installing signs in concrete. - as indicated in the Technical Specifications, Section 10436, Part 3, Installation 3.1.1 and on G.4 of the Design intent drawings.  
Sidewalk repair as specified is included.
13. Replacement of all surrounding surfaces at all new post and panels with like materials.  
Included based on the information provided.
14. All concrete shall be poured in place and NO hand mixing is reflected in your bid price.  
All concrete to be poured in place.
15. Section 10436, Part 3 Installation, 3.1.1 requires the new signs to be covered and message confirmed - Please confirm that labor and material costs for this are included in your bid price.  
The new signs will remain covered until accepted by the City of Asheville.

16. Labor for Utility checks at all sites is reflected in your bid price. Yes, we will contact the One Call system prior to any digging.

17. Time has been included for your representatives to be present during the field survey and sign location mark-outs and all travel expenses. Yes, we have considered this.

There were also just a few questions, if you could answer them by Wednesday afternoon, as well:

1. Will a subcontractor be performing any portion of this project, installation or fabrication. If so, please provide their contact information? Also include those companies experience with similar projects and whether or not they are local to Asheville or Buncombe County.

All fabrication will be performed in house by L&H personnel. The designated L&H project manager will oversee every aspect of the project. Our installers will work in conjunction with Crawford Sign Company 232 Reems Creek Rd. Weaverville NC. Crawford has installed a variety of signs throughout the state of North Carolina. We are confident that they will make a suitable partner on this project.

2. We would like to see a unit price for sign PED.1B and PARK\_ID.1A. If we decide to use either one of these types of signs via a change order we would like to know what type of unit price we might be looking at.

PED.1B \$1991.00 fabrication , \$1447.00 Installation  
PARK\_ID.1A \$2610.00 fabricatoin, \$1650.00 Installation

3. After your careful review of all the design documents - Do you see any possible changes, alternations or revisions that may be needed to the fabrication details, installation methods or materials?

We have prepared our pricing based on the information provided in the MERJE design intent drawings. True discovery of potential changes cannot be determined until the shop drawings are produced and submitted for engineering.

We hope that the information provided will assist in the decision making process. Should additional information be required, please let me know.

**\*Please copy Mattern and Craig on this response. We are experience technical difficulties responding directly to their emails\***

Respectfully,

**Troy Meredith Sales Executive**  
 ☎ 610.898.9533 ☐ 484.706.2152  
 📠 610.898.9530  
 425 North 3rd Street, Reading PA 19601  
 lhsigns.com



L+H Companies

$$| \mathbf{z} \rangle = \frac{1}{\sqrt{2}} \left( | \uparrow \downarrow \rangle + | \downarrow \uparrow \rangle \right)$$
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**TECHNICAL SPECIFICATIONS – BY RMJM Hillier**

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EXECUTION



OWNER: BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY

NAME OF PROJECT: Asheville Area Wayfinding Program

Pursuant to N. C. Gen. Stat. sec. 143-128, sealed bids, properly labeled, will be received by the Buncombe County TDA in the office of Mattern & Craig, Inc. 12 Broad Street, Asheville, North Carolina, 28801. This project shall use a combination bidding process that permits both single prime and separate prime bids to be received together and permits the owner to contract with the lowest separate prime bids OR the lowest single prime bid. Separate prime bids will be received on Friday, February 27, 2009 at 2:00pm and the single prime bids will be received at 3:00pm at which time all bids shall be immediately opened publicly and read aloud for the project described as follows:

*Asheville Area Wayfinding Program*

*Work under this contract comprises the removal of approximately 41 existing vehicular wayfinding signs throughout Buncombe County including, the City of Asheville, Black Mountain, Woodfin and Weaverville. Also included is the installation of approximately 286 vehicular wayfinding signs including parking identification and parking garage signage. The construction and installation of eight (8) informational kiosks in Downtown Asheville and five (5) additional informational kiosks in Biltmore Village, West Asheville, Black Mountain, Weaverville and Woodfin. Twenty-six (26) pedestrian wayfinding signs will be installed on light posts already installed and two (2) free standing pedestrian wayfinding signs throughout Downtown Asheville, NC will also be covered under this contract.*

Complete plans, specifications and contract documents may be examined at the following locations:

F.W. Dodge Room  
225 S Academy Street  
Greenville, SC 29601

Associated General Contractors  
Suite 404 Executive Park  
Asheville, NC 28801

Copies of complete plans, specifications and contract documents may be obtained at the following location:

Mattern & Craig, Inc.  
12 Broad Street  
Asheville, NC 28801

One copy of these contract documents and plans may be obtained at a cost of \$100.00.

A Pre-Bid Conference will be held on Friday, February 13, 2009 at 2:00 pm. This pre-bid conference is not mandatory; however, it is highly recommended that all potential bidders attend this meeting due to the large scope of this project. Arrangements can be made to attend this pre-bid conference via teleconferencing. This conference will be held in the office of the

Buncombe County Tourism Development Authority  
36 Montford Avenue  
Asheville, NC 28801

All bidders must have current North Carolina General Contractor's licenses for all installation work for the project. Fabricators are not required to have a current North Carolina General Contractors license unless they are bidding on the installation portion of this project.

Please see the INSTRUCTIONS TO BIDDERS document for additional bidding instructions.

# INSTRUCTIONS TO BIDDERS

## BIDDING DOCUMENTS

1.1 Bonafide single prime and separate prime Bidders and major subcontractors may obtain one Bid Pack, including Bidding Documents, Bid Envelope, and Bid Form, in accordance with provisions of the Invitation to Bid. The Owner will be bidding the work on a dual basis and will be accepting bids for single prime and separate prime contractors.

1.2 Individuals or firms securing Bid Packs become Bidders of Record, are automatically issued subsequent addenda, and costs of these bid documents are not refundable.

1.3 Bidders of Record may obtain additional copies of Bidding Documents at cost from Designer, but costs will not be refundable.

## EXAMINATION

2.1 Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed. Copies of standards referenced in Project Manual are available for review through Designer's office.

2.2 Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

## QUESTIONS

3.1 Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

3.2 Questions must be received by Designer at least ten calendar days before bid opening date.

3.3 Normal practice is that no addenda affecting pricing will be issued less than three calendar days before bid opening date.

## SUBSTITUTIONS

4.1 Substitutions before receipt of bids shall be as identified in Supplementary Conditions and Division 1 specifications. To request pre-bid approval of substitution, data required by Designer for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.

4.2 Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

## LIQUIDATED DAMAGES AND TIME

5.1 Conditions for liquidated damages are established in Supplementary Conditions. Time for completion and amount of liquidated damages are identified in Bid Form.

## LICENSING AND QUALIFICATIONS

6.1 All Installation Contractors and Subcontractors shall be fully licensed in the State of North Carolina. Fabricators shall not be required to be licensed in the State of North Carolina.

6.2 All bidders shall be pre-qualified prior to the project award.

## PRE-BID CONFERENCE

7.1 Pre-Bid Conference may be held approximately 10 days prior to bid opening date at time and place to be announced. Bidders of Record will be notified in writing whether or not a prebid conference will be held.

## BID FORM

8.1 Make bids on an unaltered bid form furnished by the Designer in Bid Pack and duplicated in Project Manual. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

8.2 If a Bidder chooses not to bid an Alternate, Unit Price, or Base Bid in a multiple Base Bid project, write "no bid" in the space. To indicate availability of an Add Alternate at no additional charge, write "no charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

8.3 Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

8.4 Bidders are invited to submit bids for Fabrication, Installation or Both; provided they adhere to all requirements set forth in the bid documents.

8.5 Bidders must submit ALL 3 Bid Forms, even if they are submitting for only a single aspect of the project. If the bidder is only submitting for a single aspect, they must still submit the other two (2) bid forms and clearly mark "NO BID" on the line provided for the bid totals for the remaining Bid Forms.

## BID SECURITY

9.1 Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of North Carolina.

9.2 Bid Bonds shall be issued by Surety company licensed to do business in North Carolina by North Carolina Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

9.3 Checks shall be certified or cashier's.

9.4 Owner may retain Bid Security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

## BID SUBMITTAL

10.1 Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Designer in Bid Pack. Bidder shall fill in blank spaces on face of Envelope, except blank provided for Designer's approval.

10.2 If any work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a category, write "N/R" (None Required) or "N/A" (Not Applicable) in space provided for subcontractor(s).

10.3 Provide state contractor license number, expiration date, and applicable classifications for Bidder and listed subcontractors, as applicable by state licensing law. If the value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name.

10.4 Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. A bid sent by mail shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed". Bids received late will be returned unopened.

## RECEIPT AND OPENING OF BIDS

11.1 Bids will be received and opened at time and place identified in invitation to bid.

## WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING

12.1 Bids, once submitted, may be withdrawn or modified before the scheduled opening time only upon receipt of request signed by a person legally authorized to bind bidder to contract. If bid is withdrawn, it may not be resubmitted. Modification to a bid amount may be made as "add" or "deduct" only. Oral, telephonic or telegraphic withdrawal or modification will not be considered. After time and date designated for receipt of bids, bid may not be modified during time period stipulated in Bid Form.

## POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE

13.1 Request to withdraw bid due to mistake must be in writing to the Owner, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five working days following date of bid opening.

13.2 Bidder making such request will be removed from consideration for award of contract, and, a duly appointed review panel shall consider whether forfeiture of Bid Security should be waived.

## CONSIDERATION OF BIDS

14.1 To be considered, Bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these bidding requirements may cause bid to be rejected.

14.2 The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.

14.3 The Owner will award the contract to the lowest responsible, responsive bidder under the single prime system or the lowest responsible, responsive bidder under the separate prime system taking into consideration quality, performance, compliance with applicable statutes and the time for construction. In determining the system under which the contract is awarded the Owner may consider the above factors and any other factors it considers appropriate. The amount of any bid submitted by a subcontractor to a general contractor for a single prime bid shall not exceed the amount bid, if any, by such subcontractor for the same work under the separate prime system.

14.4 In the event of tie bids, preference will be given to in-state bidder over out-of-state bidder; and, if a tie still exists, successful bidder will be determined by chance.

14.5

## POST BID INFORMATION

15.1 Each Bidder shall be prepared, if requested by Owner or Designer, to present evidence, within ten days of the request, of experience, qualifications, and financial ability to carry out the terms of the contract.

## BONDS

16.1 Successful bidder shall provide Bonds as required by the bidding documents and in accordance with 17.1 below. Bond forms shall be the State of North Carolina standard bond forms, which are sequenced in Project Manual Contract Bond, if required, shall be in the amount of one hundred percent (100%) of the Contract Sum. Three Year Roof Bond, if required, shall be in an amount as stipulated on the Bid Form.

## EXECUTION OF THE CONTRACT

17.1 If a Bidder is presented the written Agreement form for signing, then that Bidder shall deliver to the identified Owner's representative, within five calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond (if required), Roof Bond (if required), certificates of insurance, and an "Authorization Agreement for Automatic Deposits (ACH Credits) Form" if such an authorization is not already on file with the Owner.

17.2 For the purpose of computing time, the five days referred to in paragraph 17.1 commence the day after receipt of the agreement form by Bidder. Should the fifth day fall on a State holiday, or weekend, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances or causes for Bidder exceeding delivery time, Owner shall be entitled to either require forfeiture of bid security or to add for each day the Bidder exceeds the five day period a corresponding extra day in which to return a fully executed contract, which return will be considered effectuated by mailing Agreement to the Contractor within the required time plus any extensions provided herein.

## AWARD OF THE CONTRACT

18.1 Presentation of Agreement form by Owner to bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has been qualified and has received a fully executed Agreement.

## PARTICIPATION OF MINORITY-OWNED BUSINESSES

19.1 It is the express desire of the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects under the jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.

19.2 It is a requirement of all successful bidders on projects under the jurisdiction of the State Building Commission that they report to the Owner the names and amounts of contracts entered into with "Disadvantaged or Minority-Owned Businesses" on their contract with the Owner in order for the Owner to collect data on such participation.

## END OF INSTRUCTIONS TO BIDDERS

**NON-COLLUSION AFFIDAVIT OF  
THE SINGLE OR SEPARATE PRIME BIDDER**

STATE OF Pennsylvania

COUNTY OF Berks

Chris Heinly of L&H Signs, Inc, being  
(Name) (Bidder)

duly sworn deposes and says that:

1. He is President of L&H Signs, Inc  
(owner, partner, officer, representative, agent)  
425 N 3rd Street, Reading, PA 19601, the Bidder that has  
submitted the attached Bid Proposal for the project known as Asheville Area Wayfinding  
Program.
2. He is fully informed respecting the preparation and contents to the attached Bid  
proposal and of all pertinent circumstances respecting such Bid Proposal.
3. Such bid Proposal is genuine and is not a collusive or sham Bid Proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, including this affiant, has in  
any way colluded, conspired, connived or agreed, directly or indirectly with any  
other Bidder, firm or person to submit a collusive or sham Bid Proposal in  
connection with the Contract for which the attached Bid Proposal has been  
submitted or to refrain from bidding in connection with such contract, or has in  
any manner, directly or indirectly sought by agreement or collusion or  
communication or conference with any other Bidder, firm or person to fix the  
price or prices in the attached Bid Proposal or of any other Bidder, or to fix the  
overhead, profit or cost element of the Bid price or the Bid price of any other  
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful  
agreement any advantage against the City of Asheville or BCDTA, or any  
person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid Proposal are fair and proper and  
are not tainted by any collusion, conspiracy, connivance or unlawful agreement  
on the part of the Bidder or any of its agents, representatives, owner,  
employees, or parties of interest including this affirmation.

(Signed)

Title:

President

SWORN TO AND SUBSCRIBED before me this 26th day of February, 20 09.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Christine S. Galzer  
Merion Twp., Berks County  
My Commission Expires Feb. 26, 2012  
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

My Commission Expires Aug 26, 2012



**BID FORM #1  
FABRICATION ONLY  
FOR  
ASHEVILLE AREA WAYFINDING PROGRAM**

**UNIT PRICES FOR THE FABRICATION OF THE ASHEVILLE AREA WAYFINDING SIGNS**

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 the scope of the work all in accordance with the contract documents. All work required not specifically identified as a unit price item shall be considered as incidental to some or all of the identified unit price items and shall be included in the unit process quoted.

Fabrication is inclusive of all materials, processes, specifications and construction tasks necessary to produce each type of sign. Bidders shall reference the BID DOCUMENTATION PACKAGE and all notes for necessary specifications and details.

**BASE FABRICATION BID:**

UNIT PRICES NO. 1-26

<u>PED.1A - see detail sheet D.16</u>	26 Unit	each	Price	\$ 926
<u>PED.1B - see detail sheet D.17</u>	0 Unit	each	Price	\$
<u>PED.3 - see detail sheet D.18</u>	2 Unit	each	Price	\$ 2,573
<u>PED.4 - see detail sheet D.19</u>	13 Unit	each	Price	\$ 5,614
<u>VDIR.1 - see detail sheet D.20</u>	56 Unit	each	Price	\$ 1,555
<u>VDIR.2 - see detail sheet D.21</u>	76 Unit	each	Price	\$ 1,866
<u>VDIR.3 - see detail sheet D.22</u>	32 Unit	each	Price	\$ 2,245
<u>VDIR.4 - see detail sheet D.23</u>	16 Unit	each	Price	\$ 2,602
<u>VDIR.5 - see detail sheet D.24</u>	13 Unit	each	Price	\$ 3,548

<u>VDIR.6 - see detail sheet D.25</u>	9 Unit	each	Price	\$ 4,015
<u>RVDIR.1 - see detail sheet I-1</u>	6 Unit	each	Price	\$ 2,244
<u>RVDIR.2 - see detail sheet I-2</u>	22 Unit	each	Price	\$ 2,046
<u>RVDIR.3 - see detail sheet I-3</u>	11 Unit	each	Price	\$ 2,146
<u>RVDIR.4 - see detail sheet I-5</u>	6 Unit	each	Price	\$ 4,500
<u>PARK ID.1 - see detail sheet D.10</u>	2 Unit	each	Price	\$ 1,808
<u>PARK ID.1A - see detail sheet D.10</u>	0 Unit	each	Price	\$
<u>PARK ID.2 - see detail sheet D.11</u>	3 Unit	each	Price	\$ 3,137
<u>PARK ID.3 - see detail sheet D.12</u>	3 Unit	each	Price	\$ 5,578
<u>PARK ID.4 - see detail sheet D.13</u>	2 Unit	each	Price	\$ 977
<u>PARK ID.5 - see detail sheet D.14</u>	3 Unit	each	Price	\$ 540
<u>PARK ID.6 - see detail sheet D.15</u>	1 Unit	each	Price	\$ 2,204
<u>PARK.1A - see detail sheet D.7</u>	6 Unit	each	Price	\$ 256
<u>PARK.1B - see detail sheet D.7</u>	7 Unit	each	Price	\$ 261
<u>PARK.1C - see detail sheet D.7</u>	2 Unit	each	Price	\$ 261
<u>PARK.2A - see detail sheet D.8</u>	10 Unit	each	Price	\$ 261
<u>PARK.2B - see detail sheet D.9</u>	0 Unit	each	Price	\$ 379

The selection of low bid shall be based upon the above bid unit prices as multiplied by the above estimated quantities to determine total bid price.

<b>TOTAL BID PRICE FOR FABRICATION</b>	<b>\$ 679,127</b>
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### Alternate No. 1

This alternate shall be constructed only if required by the Buncombe County Tourism Development Authority.

#### **UNIT PRICES NO. 27-32**

Gateways: These unit prices are for the gateway fabrication only and not installation.

<u>DIST ID.1 - see detail sheet D.1</u>	1 Unit	each	Price	\$ 13,247
<u>DIST ID.2 - see detail sheet D.2</u>	2 Unit	each	Price	\$ 4,503
<u>DIST ID.3 - see detail sheet D.3</u>	8 Unit	each	Price	\$ 3,866
<u>GATE.1 - see detail sheet D.4</u>	1 Unit	each	Price	\$ 17,873
<u>GATE.2 - see detail sheet D.5</u>	0 Unit	each	Price	\$
<u>GATE.3 - see detail sheet D.6</u>	2 Unit	each	Price	\$ 4,114

The selection of low bid shall be based upon the above bid unit prices as multiplied by the above estimated quantities to determine total bid price.

<b>TOTAL BID PRICE FOR ALTERNATE #1</b>	<b>\$ 79,282</b>
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Respectively submitted this 26th day of February, 2009

L&H Signs, Inc

(Name of firm or corporation making bid)

Witness:

[Signature]  
(Proprietor or Partnership)

By:

[Signature]  
Name: Chris Heintz

(Signature)

(Print or Type)

Title: President

(Owner/Partner/President/V. President)

Address:

425 N 3rd Street, Reading, PA 19601

License No.:

Fed ID or SS No.: 23-2792502

Attest:

By:

Title:

SECRETARY  
(Corp. Secretary or Assistant Secretary Only)

(CORPORATE SEAL)

RECEIVED:

Addendum No. 1:	<input checked="" type="checkbox"/>	Addendum No. 2:	<input checked="" type="checkbox"/>	Addendum No. 3:	<input checked="" type="checkbox"/>	Addendum No. 4:	<input checked="" type="checkbox"/>
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ACCEPTED:

Witness:

Owner, Buncombe County Tourism  
Development Authority

By:

Authorized Representative

Date: February 26, 2009

**BID FORM #2**  
**INSTALLATION ONLY**  
**FOR**  
**ASHEVILLE AREA WAYFINDING PROGRAM**

**UNIT PRICES FOR THE INSTALLATION OF THE ASHEVILLE AREA WAYFINDING SIGNS**

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 the scope of the work all in accordance with the contract documents. All work required not specifically identified as a unit price item shall be considered as incidental to some or all of the identified unit price items and shall be included in the unit process quoted.

- Installation is inclusive, but not limited to the following tasks associated with the complete installation of the sign program. All mobilization, sequencing and project management associated with the installation
- Field survey, including the pre-bid determination of existing garage facades for parking identification sign installations as well as all location mark-outs
- Underground and surface identification of all utilities (One-Call)
- Arrangement of all traffic control necessary to install signs
- The submittal, approval and payment for all permits that may be required. It will be the installation contractors responsibility to determine any required permits or fees associated with the installation of the way finding signs.
- Excavation of each site
- Concrete footers and reinforcement materials and all sidewalk repair is to be complete in 5'x5' sections (from expansion joint to expansion joint)
- Pole sleeve details
- Installation of sign to footer, including break-away detail or existing pole
- Protection and securing of excavated site or prepped site
- Restoration of site and surfaces after sign installation (replace like with like materials)
- Maintenance and cleaning of site and surrounding areas

Bidders shall reference the BID DOCUMENTATION PACKAGE and all notes for necessary specifications and details.

**BASE INSTALLATION BID:**

**UNIT PRICES NO. 1-21**

**Pedestrian Signs:**

<b><u>PED.1A - see detail sheet D.16</u></b> - Sign panel mounts to existing pole.	26 Unit	each	Price	\$ 169
<b><u>PED.1B - see detail sheet D.17</u></b> - Sign requires excavation, footer and restoration of an existing concrete surface.	0 Unit	each	Price	\$
<b><u>PED.3 - see detail sheet D.18</u></b> - Sign requires excavation, footer and restoration of an existing concrete surface.	2 Unit	each	Price	\$ 1,447

<b>PED.4 - see detail sheet D.19</b> - Sign requires excavation, footer and restoration of an existing concrete surface.	13			
	Unit	each	Price	\$ 2,150

**Vehicular Signs:**

<b>VDIR.1 - see detail sheet D.20</b> <b>VDIR.2 - see detail sheet D.21</b> <b>VDIR.3 - see detail sheet D.22</b> Signs to be installed requires excavation, footer and restoration of existing concrete surface	80			1,673
	Unit	each	Price	\$

<b>VDIR.1 - see detail sheet D.20</b> <b>VDIR.2 - see detail sheet D.21</b> <b>VDIR.3 - see detail sheet D.22</b> Signs to be installed requires excavation, footer and restoration of existing soil surface	84			1,246
	Unit	each	Price	\$

<b>VDIR.4 - see detail sheet D.23</b> <b>VDIR.5 - see detail sheet D.24</b> <b>VDIR.6 - see detail sheet D.25</b> Signs to be installed requires excavation, footer and restoration of existing concrete surface	2			2,200
	Unit	each	Price	\$

<b>VDIR.4 - see detail sheet D.23</b> <b>VDIR.5 - see detail sheet D.24</b> <b>VDIR.6 - see detail sheet D.25</b> Signs to be installed requires excavation, footer and restoration of existing soil surface	36			1,940
	Unit	each	Price	\$

<b>RVDIR.1 - see detail sheet I-1</b> <b>RVDIR.2 - see detail sheet I-2</b> <b>RVDIR.3 - see detail sheet I-3</b> Signs to be installed requires excavation, footer and restoration of existing concrete surface	14			1,754
	Unit	each	Price	\$

<b>RVDIR.1 - see detail sheet I-1</b> <b>RVDIR.2 - see detail sheet I-2</b> <b>RVDIR.3 - see detail sheet I-3</b> Signs to be installed requires excavation, footer and restoration of existing soil surface	25			1,439
	Unit	each	Price	\$

<b>RVDIR.4 - see detail sheet I-5</b> Signs to be installed requires excavation, footer and restoration of existing concrete surface	0			
	Unit	each	Price	\$

<b>RVDIR.4 - see detail sheet I-5</b> Signs to be installed requires excavation, footer and restoration of existing soil surface	6			1,940
	Unit	each	Price	\$

<b>PARK ID.1 - see detail sheet D-10</b> Signs to be installed require excavation, footer and restoration of existing concrete surface.	2			1,407
	Unit	each	Price	\$

<b>PARK ID.2 - see detail sheet D.11</b>	1			
Sign panel mounts to existing garage wall – concrete/brick surface	Unit	each	Price	\$ 1,007

<b>PARK ID.3 - see detail sheet D.12</b>	3			
Sign panel mounts to existing garage wall – concrete/brick surface	Unit	each	Price	\$ 1,258

<b>PARK ID.4 - see detail sheet D.13</b>	2			
Sign panel mounts to existing garage wall – concrete/brick surface	Unit	each	Price	\$ 503

<b>PARK ID.5 - see detail sheet D.14</b>	3			
Sign panel mounts to existing garage wall – concrete/brick surface	Unit	each	Price	\$ 252

<b>PARK ID.6 - see detail sheet D.15</b>	1			
Sign panel mounts to existing garage wall – concrete/brick surface	Unit	each	Price	\$ 1,160

<b>PARK.1A - see detail sheet D.7</b>	15			126
<b>PARK.1B - see detail sheet D.7</b>				
<b>PARK.1C - see detail sheet D.7</b>				
Sign panel mounts to existing pole.	Unit	each	Price	\$

<b>PARK.2A - see detail sheet D.8</b>	10			
Sign panel mounts to existing pole.	Unit	each	Price	\$ 126

<b>PARK.2B - see detail sheet D.9</b>				
Signs to be installed requires excavation, footer and restoration of existing concrete surface	0			
	Unit	each	Price	\$

The selection of low bid shall be based upon the above bid unit prices as multiplied by the above estimated quantities to determine total bid price.

<b>TOTAL BID PRICE FOR INSTALLATION</b>	<b>\$424,194</b>
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#### Alternate No. 1

This alternate shall be constructed only if required by the Buncombe County Tourism Development Authority.

#### **UNIT PRICES NO. 22-30**

**Gateways:** These unit prices are for gateway installation only and not the gateway fabrication, complete and including foundation installation, labor, materials, assemblage and surface restoration. Also including all traffic control and any associated permits for lane closures that maybe necessary.

<b>DIST ID.1 - see detail sheet D.1</b>	1			
Sign Requires excavation, footer and the restoration of existing soil conditions	Unit	each	Price	\$ 3,868

<b>DIST ID.2 - see detail sheet D.2</b>	2			
Sign Requires excavation, footer and the restoration of existing concrete surfaces	Unit	each	Price	\$ 2,159

<b>DIST ID.3 - see detail sheet D.3</b>	8			
Sign Requires excavation, footer and the restoration of existing concrete surfaces	Unit	each	Price	\$ 2,159

<b>GATE.1 - see detail sheet D.4</b> Sign Requires excavation, footer and the restoration of existing soil surfaces	1 Unit	each	Price	\$ 3,968
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<b>GATE.2 - see detail sheet D.5</b> Sign Requires excavation, footer and the restoration of existing soil surfaces	0 Unit	each	Price	\$
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<b>GATE.3 - see detail sheet D.6</b> Sign Requires excavation, footer and the restoration of existing concrete surfaces	2 Unit	each	Price	\$ 4,186
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<b>Removal of Existing Signs:</b> excavation of foundations, disposal of excavated materials, sign and sign post and surface restoration. Also including all traffic control and any associated permits for lane closures that may be necessary.	49 Unit	each	Price	\$ 425
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Select backfill -- Please provide unit cost	1 Unit	CY	Price	\$ 30
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Rock excavation -- Please provide unit cost	1 Unit	CY	Price	\$ 227
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The selection of low bid shall be based upon the above bid unit prices as multiplied by the above estimated quantities to determine total bid price.

<b>TOTAL BID PRICE FOR ALTERNATE #1</b>				<b>\$ 58,880</b>
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Respectively submitted this 26th day of February, 2009  
L&H Signs, Inc

(Name of firm or corporation making bid)

Witness:

[Signature]  
(Proprietor or Partnership)

By:

[Signature]  
(Signature)

Name: Chris Heintz  
(Print or Type)

Title: President  
(Owner/Partner/President/V. President)

Address:  
425 n 3rd Street, Reading, PA 19601

License No.:

Fed ID or SS No.: 23-2792502

Attest:

By:

[Signature]  
Title: SECRETARY  
(Corp. Secretary or Assistant Secretary Only)

(CORPORATE SEAL)

**RECEIVED:**

Addendum No. 1:	<input checked="" type="checkbox"/>	Addendum No. 2:	<input checked="" type="checkbox"/>	Addendum No. 3:	<input checked="" type="checkbox"/>	Addendum No. 4:	<input checked="" type="checkbox"/>
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**ACCEPTED:**

Witness:

**Owner, Buncombe County Tourism  
Development Authority**

By:

Authorized Representative

Date: February 26, 2009

**BID FORM #3**  
**FULL SERVICE: COST FOR FABRICATION AND INSTALLATION**  
**FOR**  
**ASHEVILLE AREA WAYFINDING PROGRAM**

**FULL SERVICE CONTRACT**

If a bidder wishes to submit a price for both Fabrication and Installation they may submit this form, indicating the associated costs from Bid Form #1 and #2 into the appropriate line items. The Bidder may indicate a Discount or Additional Cost associated with a Full Service Contract in the line provided and then subtracted or added to the Subtotal. Discounts should be indicate in parenthesis ( ) as a negative number.

All Bid Forms must be submitted with unit item costs. If a Bidder is not submitting for a portion of the work, Fabrication (Bid Form #1) ; Install (Bid Form #2) or Full Service Bid Form #3, the Bidder shall still submit each Bid Form regardless and mark NO BID in line provided for the Total.

**FULL SERVICE CONTRACT - BASE BID**

FABRICATION COST (From Bid Form #1)	\$679,127
INSTALLATION COST (From Bid Form #2)	\$424,194
Sub Total ( Bid Form #1 + Bid Form #2)	<u>\$1,103,321</u>
Base Bid Full Service - Adjustment (Discount) or Additional Cost	\$ _____
<b>TOTAL FULL SERVICE BASE BID</b>	<u><b>\$1,103,321</b></u>

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**FULL SERVICE CONTRACT - ALTERNATE #1 BID**

ALTERNATE #1 FABRICATION COST (From Bid Form #1)	\$79,282
ALTERNATE #1 INSTALLATION COST (From Bid Form #2)	\$58,880
Sub Total ( Bid Form # + Bid Form #2)	<u>\$138,162</u>
Alternate #1 Full Service - Adjustment (Discount) or Add. Costs	\$ _____
<b>TOTAL FULL SERVICE ALTERNATE #1 BID</b>	<u><b>\$138,162</b></u>

Respectively submitted this 26th day of February, 2009

L&H Signs, Inc.

(Name of firm or corporation making bid)

Witness:

Kelly J. Heck  
(Proprietor or Partnership)

By:

Chris Heinly  
(Signature)

(Print or Type)

Title: President

(Owner/Partner/President/V. President)

Address:

425 N 3rd Street, Reading, PA 19601

License No.:

Fed ID or SS No.: 23-2792502

Attest:

By:

Title:

SECRETARY  
(Corp. Secretary or Assistant Secretary Only)

(CORPORATE SEAL)

RECEIVED:

Addendum No. 1:	<input checked="" type="checkbox"/>	Addendum No. 2:	<input checked="" type="checkbox"/>	Addendum No. 3:	<input checked="" type="checkbox"/>	Addendum No. 4:	<input checked="" type="checkbox"/>
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ACCEPTED:

**Owner, Buncombe County Tourism  
Development Authority**

Witness:

By:

Authorized Representative

Date:



### BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,  
L&H Signs, Inc. as Principal, and Hartford Fire Insurance  
firmly bound unto the Buncombe County Tourism Development Authority as Owner in the Company, as  
penal sum of Five Percent of the Attached Bid----- (5%) Surety

for the payment of which, well and truly to be made, we hereby jointly and severally bind  
heirs, our executors, administrators, successors, assigns and ourselves.

February  
Signed, this 27th day of, 20 09

The condition of the above obligation is such that whereas the Principal has submitted to the  
Buncombe County Tourism Development Authority a certain BID, attached hereto and hereby  
made a part hereof to enter into a contract in writing for:

Buncombe County Tourism Development Authority  
Buncombe County, North Carolina

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Attest to:

  
Secretary  
(Corporate Seal)

Attest to:

  
R. SCOTTELLIOTT  
(Corporate Seal)

Countersigned:

N.C. Licensed Resident Agent

L&H Signs, Inc.

Contractor

By: 

Hartford Fire Insurance Company  
Surety

By: 

CINDY DOWNING

Name and Address - Surety Agency

8711 UNIVERSITY EAST DR.  
CHARLOTTE, NC 28213

Surety Company Name and N.C.  
Regional or Branch Office Address

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: n/a (Charlotte Bond Dept)

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

R. Scott Elliott, Terry S. Poole, Cindy Downing  
of  
Charlotte, NC

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*David T. Akers*

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paselka*

Scott E. Paselka  
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of 8-27-2009.  
Signed and sealed at the City of Hartford.



*Gary W. Slumper*

Gary W. Slumper, Assistant Vice President

**SINGLE PRIME**  
**NOTICE OF AWARD**

TO: L&H Companies  
425 N. 3<sup>rd</sup> Street  
Reading, PA 19601

**PROJECT DESCRIPTION**

Asheville Area Wayfinding Program  
**FABRICATION AND INSTALLATION**

The Owner has considered the BID PROPOSAL submitted by you for the above-described PROJECT in response to its Advertisement for Bids for the fabrication and installation of the Asheville Area Wayfinding Project, and Instruction to Bidders.

You are hereby notified that your BID PROPOSAL has been accepted for items in the amount of \$ 1,249,929.00

You are required by the instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of receipt of this Notice by you.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of your receipt of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Proposal. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 19 day of March, 2009.

BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY

By:   
Authorized Representative

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this 20th day of March, 2009.

Contractor A:lt Signs, Inc.

By: 

Title: President / CEO

## NOTICE TO PROCEED

SEPARATE/SINGLE PRIME CONTRACTOR: L&H Signs, Inc.  
(CIRCLE APPROPRIATE DESIGNATION)  
ADDRESS: 425 N. 3<sup>rd</sup> Street  
Reading, PA 19601  
PHONE: 1-800-360-7446

FOR WORK INCLUDING THE ☐ FABRICATION  
☐ INSTALLATION  
☒ BOTH, FABRICATION AND INSTALLATION

You are hereby notified to commence WORK in accordance with the Agreement dated April 28, 2009 sms  
March 27, 2009 on or before April 10, 2009, and you are to complete the WORK  
within 252 consecutive calendar days thereafter. The date of completion of all WORK is  
therefore December 4, 2009 January 5, 2010 sms

**BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY**

By:   
Authorized Representative

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Chris Henry  
L&H Signs, Inc., the 19<sup>th</sup> day of May, 2009.

Contractor:

By:

Title:

PLEASE SIGN AND FAX TO MATTERN & CRAIG AT 828-254-4562

# Standard Form of Agreement Between Owner and Contractor

Where the Basis of Payment is a  
STIPULATED SUM

Use only with the coordinated documents identified in the current  
**Asheville Area Wayfinding  
Program Documents**

## **FULL SERVICE CONTRACT FABRICATION AND INSTALLATION**

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### ***AGREEMENT***

Made as of the 13<sup>th</sup> day of April in the year of 2009.

BETWEEN (the owner) Buncombe County Tourism Development Authority.

and the Contractor L & H Signs, Inc..

The Project: The Asheville Area Wayfinding Program – FULL SERVICE CONTRACT

The Designer: Merje Design and Mattern & Craig, Inc as the Construction Administrator

The Owner and the Contractor agree as set forth below:

### **Article 1**

#### **THE WORK AND THE CONTRACT DOCUMENTS**

- 1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on this page.
- 1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3 Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.



- 1.4 To amend the Instructions to Bidders, you are required to execute this Agreement and furnish the required CONTRACTOR'S payment bond and certificates of insurance within ten (10) calendar days from the receipt of this Agreement.

If you fail to execute said Agreement and to furnish said DOND within ten (10) calendar days from the date of your receipt of this Agreement, said owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your bid proposal. The Owner will be entitled to such other rights as may be granted by law.

- 1.5 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- 1.5.1 Summary
- 1.5.2 Invitation for Bids
- 1.5.3 Instruction to Bidders
- 1.5.4 Non-collusion Affidavit of Prime Bidders
- 1.5.5 Bid Proposal
- 1.5.6 Bid Bond
- 1.5.7 Notice of Award
- 1.5.8 Notice to Proceed
- 1.5.9 Agreement
- 1.5.10 Payment Bond
- 1.5.11 Consent to Change Order
- 1.5.12 Drug Free Work Place
- 1.5.13 Erosion Control Statement
- 1.5.14 Minority Business Plan Information
- 1.5.15 General & Supplementary Conditions
- 1.5.16 Special Conditions
- 1.5.17 NC One Call Information
- 1.5.18 All Technical Specifications – *General Conditions Section 00550-1 to 00550-17 deleted per Addendum #4*

## **Article 2**

### **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved by 252 days after the stipulated date in the Notice to Proceed.

- 2.2 Liquidated Damages, as set forth in Sub-Article 8.4 of the Supplementary Conditions, are

- 8.4.2 *It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the Work to be done thereunder are ESSENTIAL CONDITIONS and are OF THE ESSENCE of this*

*Contract. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.*

- 8.4.3 IF THE CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, THEN the Contractor does hereby agree, as a part of the consideration for the awarding of this Contract to pay to the Owner the sum of Five Hundred Dollars (\$500.00), not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.*
- 8.4.4 The said amount of Five Hundred Dollars (\$500.00) per day is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event, sustain, and said amounts shall be retained from time to time by the Owner from current applications for payment.*
- 8.4.5 It is further agreed that time is of the essence to each and every portion of this Contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the Contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract.*
- 8.4.6 Upon award of the contract, the Contractor shall submit a detailed fabrication schedule with actual dates, identifying when samples will be available for each sign type, key milestones and completion dates for all sign types. The Contractor shall also submit a detailed installation schedule with actual dates(in number of weeks) for each type sign. Upon receiving fabricated sign units the installing contractor will submit a second schedule identifying dates indicating sequencing of field mark-outs, excavation, footer/concrete and sign installation. Shop drawings shall be due 14 days after issuance of the Notice to Proceed.*
- 8.4.7 The Contractor is responsible for coordinating finial attachment methods with the Artisans. The Contractor is also required to pick up or ship the finials at its own expense. The Contractor shall at their own cost pay for any damaged or missing finials during the respective fabrication and installation process.*
- 8.4.8 The Contractor will remain responsible for adherence to all design specifications throughout the fabrication AND installation process and until each sign is formally accepted by the ACVB and the Design Team. The risk of loss of the Signs, or damages to, or defects in, shall remain on the Contractor until such time in addition to the warranties required thereafter.*



**Article 3**  
**CONTRACT SUM**

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

3.2 The Contract Sum is determined as follows:

The corrected bid amount of \$1,249,929.00.

3.3 The following Unit Prices will be used as specified:

See bid tabulation attached.

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

BY CONTRACTOR:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AND BY THE OWNER: Buncombe County Tourism Development Authority

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

END of AGREEMENT FORM for the Project titled: Asheville Area Wayfinding Program

## **AGREEMENT FORMS**

### **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- A. Form of Agreement will be that shown in this project manual, and will be filled out as indicated below.
- B. The following information and provision will be filled in prior to the presentation of the Agreement form to Contractor by the Owner.
  - 1. Contracting Agency, Contractor, Project and Designer will be identified on page one.
  - 2. A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1.
  - 3. Provision for Contract Time and Liquidated Damages will be incorporated in Article 2
  - 4. The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3.
  - 5. The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.
- C. Date of Agreement will be filled in by owner when last signature is affixed. Last signature will be by the Owner.

### Amendment Number 1

**Names:** this amendment is made by the Buncombe County Tourism Development Authority and L&H Signs, Inc.


**Terms of the Agreement:** We agree to the following amendment to the Contract between the Buncombe County Tourism Development Authority and L&H Signs, Inc. dated April 13, 2009 Fabrication & Installation - Full Service Contract for Asheville Area Wayfinding Program.

In all other respects, the terms of the original contract and any earlier amendments will remain in effect. If there is a conflict between this amendment and the original contract or any earlier amendment, the terms of this amendment will prevail.

The BCTDA does stipulate the following amendments to be recognized:

1. The work shall be completed in 252 calendar days after issuance of the Notice to Proceed (Sub-Article 8.4.1 within the General Conditions).
2. Shop drawings shall be due 40 days after issuance of the Notice to Proceed (Sub-article 8.4.6 within the Full Service Agreement). The 40 day allotted time period for shop drawings shall include the following: submittal one (1), review and approval of all Shop drawings, submission of all samples and the review and approval of said samples.

**Buncombe County Tourism Development Authority** - A duly incorporated Municipal Corporation


Signature: 

Print Name: Ronald Storto

Title: Chair, BCTDA

Date: 5/6/09

**L&H signs, Inc.** - A duly incorporated Pennsylvania Corporation

Signature: 

Print Name: CHRIS HENLEY

Title: PRESIDENT

Date: 4-29-09