



Buncombe County Board of Commissioners

Request for Board Action

Meeting Date: 12/3/2019

Consent Agenda

Department: General Services

Presenter(s): Mike Mace

Contact(s): Mike Mace

Subject: Pre-Construction services contract with James R. Vannoy Construction for AB-Tech deferred maintenance projects.

Brief Summary:

The FY20 AB-Tech Capital Fund included \$3.125M for deferred maintenance projects at AB-Tech. In order to proceed with the implementation of the deferred maintenance projects, Construction Manager at Risk (CMAR) pre-construction services are needed. Construction Manager at Risk pre-construction services include the following:

- Cost estimating
- Value engineering
- Project scheduling
- Developing scopes of work
- Preparing bid packages
- Other services necessary for project completion

In June 2019 General Services released a Request for Qualifications (RFQ) for the selection of Construction Managers at Risk. Submittals were received and scored by General Services. James R. Vannoy Construction scored the highest of the three companies that submitted Construction Manager at Risk qualifications. As a result, staff negotiated a contract with James R. Vannoy in the amount of \$35,334. James R. Vannoy will work together with the design team to develop the scope of work, cost estimations, bid packages and ensure that the project is completed in budget and satisfactorily for Buncombe County and AB-Tech. This contract is estimated to be completed by FY21.

Recommended Motion & Requested Action:

Recommend executing the Construction Manager at Risk pre-construction contract with James R Vannoy.

County Manager's comments and Recommendation: Recommends approval as presented.

Contract Status Cover Form

Department/Program: General Services Administration

Supplier Name: James R Vannoy & Sons Construction Co Inc

Description: AB Tech Capital Improvements FY20 Preconstruction

Contract Administrator: Pamela Freeman-King

Start & End Date (including potential renewals): 10/14/2019 to _____

Contract Value: \$35334.00 This is a Contract Renewal

Department Level Certification

The Contract Administrator above certifies that:

This Contract complies with or is not affected by North Carolina bidding requirements (Procurement).

Sufficient funds have been appropriated as confirmed by Budget Manager/designee: JB (initial)

Administrator has consulted Legal for initial review or Legal Review not required (explain why below).

This Contract has been pre-audited or pre-audit is not required (i.e. contract will be obligated by P.O.)

This Contract has been signed by the other party.

Comments (include concerns raised by Purchasing, Budget, Legal (Legal will consult Risk as needed), or others):

Signature of Contract Administrator: _____ Date: _____

Signature of Dept. Head (if not Contract Administrator): _____ Date: _____

Final Legal Review

The undersigned county staff attorney does hereby certify that after a final review, this Contract appears ready for the Board Chair, the County Manager, or the appropriate designee's signature.

This the _____ day of _____, 20____. Comments: _____

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**AB TECH CAPITAL IMPROVEMENTS PROJECT FY20
PRECONSTRUCTION SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this the 9th day of October 2019, by and between **BUNCOMBE COUNTY** and **JAMES R. VANNOY AND SONS CONSTRUCTION CO., INC.** (hereinafter referred to as Vannoy Construction).

WHEREAS, Buncombe County needs the services of a Construction Manager At Risk for Preconstruction Services associated with the design and development of the FY20 Capital Improvement Projects on the campus of Asheville-Buncombe Technical Community College (AB Tech); and

WHEREAS, the facility will be funded through sales tax revenues exclusively dedicated to capital improvement projects for AB Tech; and

WHEREAS, Buncombe County requested Statements of Qualifications from parties interested in providing Construction Manager At-Risk services for the project; and

WHEREAS, proposals were received on June 17, 2019, and based on the proposals submitted, the County has determined that the team of Vannoy Construction will provide the best combination of qualifications and experience necessary to perform the services of a Construction Manager At-Risk on this project; and

WHEREAS, Vannoy Construction accepts a relationship of trust and confidence between Vannoy Construction and Buncombe County and undertakes to act as Buncombe County's fiduciary in matters related to the project; and

WHEREAS, Vannoy Construction agrees to furnish their best skills and best judgment to cooperate with Buncombe County, AB Tech, and the Architect during the design of the project and in all ways to further the interests of Buncombe County, AB Tech, and the project; and

WHEREAS, Vannoy Construction agrees to furnish efficient engineering reviews and business administration during the Preconstruction Services phase of this project.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, Buncombe County and Vannoy Construction agree as follows:

Preconstruction Services. Preconstruction services shall be provided in accordance with the Fee Proposal for Preconstruction Services submitted by Vannoy Construction, advertisements, and the "Request for Proposals for Construction Manager at Risk Services and Providing a Guaranteed Maximum Price for the AB Tech Capital Improvement Project FY20," which documents are hereby incorporated by reference.

Payments to CMAR. Buncombe County will compensate Vannoy Construction for Preconstruction Services in the amount of Thirty-five thousand and three hundred thirty-four dollars (\$35,334), which shall be payable as outlined in the Fee Proposal upon satisfactory completion of preconstruction services described in this agreement.

Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or

equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter.

The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Termination without Cause. The County may terminate this contract without cause by giving 14 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

IN WITNESS WHEREOF, this Agreement has been executed by Buncombe County and Vannoy Construction by and through a duly authorized representative, and is effective the date and year first above written.

JAMES R. VANNOY AND SONS CONSTRUCTION CO., INC.

BY: Burt Walker
TITLE: VICE PRESIDENT

BUNCOMBE COUNTY

BY: _____
TITLE: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

X Dell P

Buncombe County Finance Director



October 1, 2019

Attn: Mr. Ronald Lunsford

Buncombe County Government
40 McCormick Place
Asheville, N.C. 28801

Dear Mr. Lunsford,

Thank you for the opportunity to be a part of the team on the AB Tech Capital Improvements Project for the Fiscal Year 2020 portion of work. Per our discussions in our last meeting we would like to outline our revised proposal for the preconstruction services on the project.

We would like to offer to complete the preconstruction services for the AB TECH FY 20 project based on 1.5% of the *cost of work* \$2,355,617, which comes to **\$35,334**.

If this is acceptable we would propose billing one third at schematic document completion, one third at DD document completion and the final one third once the project is bid and the preconstruction process is completed.

We intend to continue our work with the owner and design team providing budgets at each stage while reviewing the construction documents and providing review related comments to insure we have clear well defined contract documents for bidding and construction. Initially, we have already inspected the 8 buildings to familiarize ourselves with the existing conditions of those items included in the scope of work and will re-inspect the buildings as needed. We will provide value engineering as part of this process and set up related bid documents in the form of a bid manual containing all the necessary documents to bid the project including but not limited to bid package scopes of work, allowances, unit prices, alternates, overall project schedule, site utilization plan, required bid forms, and other bid related information. We will advertise for bidder prequalifications, prequalify bidders, propose a prequalified bidders list to the owner, bid the project publically and select the lowest qualified bidders under the direction of the owner.

If this proposal is acceptable please let us know and we or your team can draft a preconstruction contract. Again, we appreciate the opportunity to provide our services on this project.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ethan Young'.

Ethan Young
Project Manager
Vannoy Construction