

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**THREE BUILDING EXTERIOR REMEDIATION, REPAIR, & CLEANING PROJECT  
PRECONSTRUCTION SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this the 25<sup>th</sup> day of February 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 Remediation, Repair, and Cleaning of Three County Buildings (Buncombe County Courthouse, County Administration Building, and Detention Facility) Project; and

WHEREAS, the project will be funded through county funds exclusively dedicated to capital improvement projects; 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 August 22, 2018, 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 and the Architect during the design of the project and in all ways to further the interests of Buncombe County 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 Three Building Exterior Remediation, Repair, and Cleaning Project," which documents are hereby incorporated by reference.

Payments to CMAR. Buncombe County will compensate Vannoy Construction for Preconstruction Services in the amount of Ninety-four thousand four hundred fifty-three dollars (\$94,453), 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:

TITLE: \_\_\_\_\_  
\_\_\_\_\_

**BUNCOMBE COUNTY**

BY:

TITLE: \_\_\_\_\_  
\_\_\_\_\_

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

X



February 08, 2019

Attn: Mr. Greg Isreal/Mrs. Pamela Freeman King

Buncombe County Government

40 McCormick Place

Asheville, N.C. 28801

RE: Remediation, Repair & Cleaning of Existing Buncombe County Courthouse, County Administration Building and Detention Facility Building

Dear Mr. Isreal,

Thank you for the opportunity to be a part of the team on the exterior envelope remediation repair and cleaning of the existing Buncombe County Courthouse, County Administration Building and the Detention Center Facility. We would like to take this opportunity to outline our proposal for the preconstruction services on the project.

It is our understanding the all in budget for this work is \$6,575,783.00. The breakdown by building as we understand it is as follows: Courthouse \$2,850,000.00, County Administration Building \$2,750,000.00 and Detention Center \$975,783.00. After deducting Buncombe County expenditures to date of \$22,618.00, SKA's Design & Construction Management Fee of \$246,245.00, Special Inspections Allowance of \$10,000.00 and our Preconstruction Fee at 1.50% or \$ 94,453.00 this leaves an actual construction budget of \$6,202,467.00.

We would therefore propose the preconstruction contract reflect a preliminary budget of \$6,202,467.00. Using an actual percentage of 1.4999999 pre-construction fee this would result in a pre-construction fee amount of \$93,037.00 in lieu of the above fee amount deducted of \$94,453.00 in order to get to proposed fee amount on direct costs only. If this is acceptable we would propose billing one third at DD document & estimate completion and two thirds once the project is bid and the preconstruction process is completed. In the event that a building or buildings are bid in separate timeframes due to the differing design timelines required we would request that we be allowed to bill our fee for each building separately as needed only if owner agrees.

We intend to work with the owner and engineer 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. We have already completed an initial visual inspection of the three buildings included in the scope of work to familiarize ourselves with some of the existing conditions that will be included in the scope of work. We will re-inspect the buildings more thoroughly when and as needed and will assist with any required investigations required or recommended, in order to enhance everyone's understanding of the issues to be addressed. 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 pre-qualifications, 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 your office can draft a preconstruction contract reflecting the budget and fee amounts. Again, we appreciate the opportunity to provide our services on this project and look forward to its successful completion.

Respectfully,

A handwritten signature in black ink that reads 'Jim Young'. The signature is written in a cursive style with a large, looping 'Y' at the end.

Jim Young  
Project Director  
**Vannoy Construction**