

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** February 5, 2024

**SUBJECT:** **Guaranteed Maximum Price #1 (GMP1)  
Third Transfer Station Bay Project**

**PRESENTER:** Marcus Jones, P. E.  
County Engineer

**ATTACHMENTS:** Yes

1. GMP1 Proposal from Vannoy
2. Construction Administration Proposal from SCS Engineers

#### **SUMMARY OF REQUEST:**

As authorized by the Board within the FY24 Solid Waste budget, staff is proceeding with the construction of the Third Transfer Station Bay project. The project has developed to the stage where approval of the GMP1 is needed by the Board. Vannoy has presented and staff has reviewed the attached proposal for GMP1. The scope of GMP1 is to replace the floor system in bay 1, pre-order long delivery items for bay 3, and the general site work for bay 3. The proposed guaranteed maximum price is \$4,024,536 and the details of the scope and price can be found on the attached proposal from Vannoy. The project schedule estimates Vannoy's proposal for GMP2 in April of 2024 with an approximate price under \$4.5 million which puts the construction under the construction budget of \$8.5 million.

Also presented for Board approval is the proposal from SCS Engineers for construction administration and materials testing for the entire construction phase (both GMP1 and GMP2). The proposal is for \$204,100 and is attached for more details if needed.

Finally, staff requests Board approval to secure a loan to fund the project currently estimated at \$10 million for the total project. The loan will be with the Solid Waste enterprise fund and presented to the Board at a future meeting for approval.

#### **BOARD ACTION REQUESTED:**

Approve the following for the Third Transfer Station Bay project: Vannoy's Guaranteed Maximum Price number one for \$4,024,536, SCS Engineers' proposal for \$204,100, and for staff to secure a loan for the total estimated project cost of \$10,000,000.

#### **Suggested Motion:**

*I move that the Board approve the following for the Third Transfer Station Bay project: Vannoy's Guaranteed Maximum Price number one for \$4,024,536, SCS Engineers proposal for \$204,100, and for staff to secure a loan for the total estimated project cost of \$10,000,000.*



January 19, 2024

Mr. Marcus Jones  
Henderson County  
Henderson County Engineer  
1 Historic Courthouse Square  
Hendersonville, North Carolina 28792

Re: Henderson County  
Transfer Station Shed No. 3 Construction & Tipping Floor Replacement  
GMP #1

Dear Marcus,

Please find the Guaranteed Maximum Price (GMP) #1 for the Transfer Station Shed No. 3 Construction & Tipping Floor Replacement project attached to this letter for your review and approval.

Transfer Station Shed No. 3 Construction & Tipping Floor Replacement as outlined by SCS Engineers  
Construction Documents dated November 2023.

**Guaranteed Maximum Price #1 Total** **\$ \$4,024,536.00**

We are very excited to keep this Project moving forward, and have enjoyed working with Henderson County and SCS Engineers to bring this in within Budget. If you should have any comments or questions regarding this topic please direct to my attention at [lance.haney@jrvannoy.com](mailto:lance.haney@jrvannoy.com) or my cell at 828-707-6285.

Sincerely,

Lance Haney  
Project Manager  
Vannoy Construction

Enc.

Atch: Henderson County Transfer Station GMP #1 Presentation  
CC: Andrew Griffin – Henderson County  
Greg Wiggins – Henderson County  
Kenton Yang – SCS Engineers  
Jim Downing – Vannoy Construction  
TJ Hollars – Vannoy Construction  
Brian Walker – Vannoy Construction

[www.jrvannoy.com](http://www.jrvannoy.com)

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NC GENERAL CONTRACTORS LICENSE NO. 3810 (UNLIMITED)



Henderson County, North Carolina  
**GMP #1 for Transfer Station Shed No. 3 Construction & Tipping Floor Replacement (Early Package)**  
 Hendersonville, NC

**Contact: Lance Haney**  
 Date: 1/19/204

WORK TRADE DESCRIPTION:	EARLY PACKAGE GMP
1 BP 220 - SITE DEVELOPMENT	\$ 1,593,000
2 BP 270 - DEMOLITION	\$ 71,144
3 BP 390 - CONCRETE	\$ 486,012
4 ROUGH CARPENTRY/POLE BARN	
5 GENERAL REQUIREMENTS	\$ 117,841
6 STRUCTURAL STEEL	
7 SPRAY FIREPROOFING	
8 CAULKING, WATERPROOFING, FIRESTOPPING	\$ 12,288
9 DOORS, FRAMES, & HARDWARE	
10 PAINTING	
11 SPECIALTIES	
12 TRUCK SCALE/TRUCK BRUSHES	
13 WASTE WIZARD	
14 BP 1224 - FABRICATED ENGINEERED STRUCTURES (PEMB)	\$ 296,223
15 FIRE SPRINKLERS	
16 PLUMBING SYSTEMS	
17 HVAC & MECHANICAL SYSTEMS	
18 BP 1600 - ELECTRICAL SYSTEMS	\$ 29,250
19 SHED 1 TIPPING FLOOR UNSUITABLE SOILS ALLOWANCE	\$ 60,000
20 PERMIT REVISIONS PER SCS ENGINEERS (ALLOWANCE)	\$ 150,000
21 FINAL 100% DOCUMENT ALLOWANCE	\$ 150,000
22 OWNER IT WORK ALLOWANCE	\$ -
23 LANDSCAPING ALLOWANCE	\$ 50,000
24 SUBCONTRACTOR DEFAULT INSURANCE	\$ 38,684
25 BUILDING PERMIT FEES	\$ 40,245
<b>COST OF WORK</b>	<b>\$ 3,094,687</b>
26 GENERAL CONDITIONS	\$ 492,202
27 PROJECT INSURANCES (INCL. BR)	\$ 52,721
28 PERFORMANCE & PAYMENT BOND	\$ 38,233
29 CMAR FEE (3.75%)	\$ 145,465
30 CONTRACTOR CONTINGENCY	\$ 201,227
31 ESCALATION/DESIGN CONTINGENCY	\$ -
<b>TOTAL</b>	<b>\$ 4,024,536</b>





**Estimate Clarifications  
1/19/2024**



**Item Description**

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**GENERAL**

- 1.1 Clarifications are included for GMP #1.
- 1.2 Pricing for the project is based on the 90% documents (drawings & specifications) entitled 'Henderson County Transfer Station Shed No. 3 Construction' dated November 2023 from SCS Engineers
- 1.3 Construction, materials and special inspection testing to be by Owner.
- 1.4 Third party MEP commissioning is excluded from estimate.
- 1.5 We have not included any material escalation contingency.
- 1.6 We have not included any owner contingency.
- 1.7 Pricing includes building permit fees and inspections.
- 1.8 Pricing includes performance and payment bond.
- 1.10 Pricing includes builders risk insurance.
- 1.11 Design fees are not included.
- 1.12 We have not included BIM coordination in this proposal.
- 1.13 The GMP proposal includes the Construction Manager's Contingency. This contingency is for Vannoy Construction's use and is intended to cover cost exposures resulting from unanticipated coordination problems or Construction Manager overruns within the estimate. It is not intended to cover additional costs resulting from increases in the project scope or program, the substitution of more costly materials, or overruns in the allowances. The Construction Manager's Contingency is not intended to cover so-called 'Force Majeure' events or unknown conditions.
- 1.14 GMP Proposal is based on full access and normal, daytime working hours.
- 1.15 LEED or any other sustainability certifications are not included.
- 1.16 When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests made for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Should the Construction Manager desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed warehouse approved by the designer and the owner. The material to be paid for shall be assigned to the owner and shall be inspected by the designer. Under certain conditions, the designer may approved storage of materials at the point of manufacturer, which conditions shall be approved by the designer and the owner. Security and insurance protection shall continue to be the responsibility of the Construction Manager.
- 1.17 Includes Lump Sum insurances, bond and fee.
- 1.18 b. Includes Lump Sum General Liability Insurance, Payment and Performance Bonds, Sub Default Insurance and Builders Risk Insurance.
- 1.19 General Conditions will be billed on a billable rate basis. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing work will be per the unit rates provided in the general conditions breakdown sheet provided in this GMP packet.
- 1.20 General Conditions are based on a 7.5 month duration
- 1.21 The current preconstruction contract of \$37,875.00 is not included
- 1.22 Contractor Contingency of \$201,227.00 is included.
- 1.23 Escalation/design contingency is not included
- 1.24 There is a \$60,000 allowance included to address the subgrade of the shed #1 tipping floor. The subgrade will be assessed once the existing concrete is removed
- 1.25 There is a \$150,000 allowance included for permit changes from the 90% drawings to the 100% drawings.
- 1.26 There is a \$150,000 allowance included for drawings changes from the 90% drawings to the 100% drawings
- 1.27 There is a \$50,000 allowance included for landscaping.
- 1.28 All excess soil, trash, debris etc will disposed of within the property lines of the transfer station.

**SITE DEVELOPMENT**

- 2.1 A hazardeous material allowance of \$50,000 is included for removal of hazardeous material in the existing brick house.

- 2.2 A 550 CY allowance is included for removal and replacement of unsuitable soils for shed #3 and the new service road.
- 2.3 A \$20,000 allowance is included for removal of buried trash (includes replacement with suitable soil).
- 2.4 An allowance of 150 CY of rock removal is included.
- 2.5 Back-fill of tunnel walls is included per direction in SCS Engineer's Addendum #2.

#### **DEMOLITION**

- 2.6 Demolition is included for the Shed #1 concrete tipping floor only

#### **CONCRETE**

- 3.1 Concrete construction is included for the Shed #1 tipping floor only.
- 3.2 Concrete topping slab mix is included per the SCM mix design provided by Vannoy Construction via email on 1/5/2024.
- 3.3 No termite treatment is included.

#### **STRUCTURAL STEEL**

- 5.1 Steel is included for Shed #1 tipping floor only.
- 5.2 1/2" AR-400 Steel is included at locations where "armor plate" is called for. No bending or rolling of AR-400 is included. Any transitions will have to be welded connections.
- 5.3 A36 steel is included for the load out pit edge steel.
- 5.4 Neenah Type R-4990-FX are included for trench drain covers.

#### **CAULKING & WATERPROOFING**

- 7.1 Joint Sealants are included for Shed #1 tipping floor only
- 7.2 A 1" silicone joint is included for detail 2/S1.3. Protection will need to be added for this joint or it will hold up to the traffic.

#### **PAINTING**

- 9.1 No painting is included in GMP #1

#### **FABRICATED ENGINEER STRUCTURES**

- 13.4 Foundation/wall design is by the EOR. We have not included any foundation design. Load calculations will be provided during the submittal phase.
- 13.5 Translucent panels are included by the PEMB manufacturer.

#### **PLUMBING**

- 15.1 No plumbing work is included in GMP #1

#### **HVAC**

- 15.2 No HVAC work is included in GMP #1

#### **ELECTRICAL**

- 16.1 Cost for Square D panelboards (material only) is included.  
Purchase of panelboards only is included, no labor.



Henderson County  
 Transfer Station  
 GMP #1 (Early Package)  
 General Conditions

Code	Description	Qty	Unit	Labor	Material	Sub	Equip	Labor	Material	Sub	Equip	Item Total
<b>GENERAL CONDITIONS</b>												
<b>I. Staffing Rates</b>												
	General Superintendent	560.00	hrs	155.00				86,800.00	-	-	-	86,800.00
	Project Superintendent	1300.00	hrs	125.00				162,500.00	-	-	-	162,500.00
	Assistant Superintendent	0.00	hrs	92.00				-	-	-	-	-
	Safety Officer	64.00	hrs	130.00				8,320.00	-	-	-	8,320.00
	Sr. Project Manager	118.00	hrs	140.00				16,520.00	-	-	-	16,520.00
	Project Manager	770.00	hrs	125.00				96,250.00	-	-	-	96,250.00
	Assistant Project Manager	456.00	hrs	92.00				41,952.00	-	-	-	41,952.00
	Project Engineer	240.00	hrs	90.00				21,600.00	-	-	-	21,600.00
	Project Executive	48.00	hrs	145.00				6,960.00	-	-	-	6,960.00
	Principle in Charge	0.00	hrs	160.00				-	-	-	-	-
	Office Support - Clerical, Accounting, Safety	7.5	mo	4,500.00				33,750.00	-	-	-	33,750.00
	<b>Subtotal</b>							<b>474,652.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>474,652.00</b>
<b>II. Staff Support</b>												
	Staffing Vehicles, Computers, Cell Phones	1300	hrs			13.50		-	-	17,550.00	-	17,550.00
	Per Diem expense	0	hrs			4.38		-	-	-	-	-
	<b>Subtotal</b>							<b>-</b>	<b>-</b>	<b>17,550.00</b>	<b>-</b>	<b>17,550.00</b>
<b>GENERAL CONDITIONS</b>												
								<b>Labor</b>	<b>Material</b>	<b>Sub</b>	<b>Equip</b>	<b>Item Total</b>
	<b>TOTAL</b>							<b>474,652.00</b>	<b>-</b>	<b>17,550.00</b>	<b>-</b>	<b>492,202.00</b>

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## HENDERSON COUNTY, NORTH CAROLINA SOLID WASTE DIVISION

### SHED NO. 3 AND SHED NO. 1 FLOOR CONSTRUCTION PROJECT

#### CONSTRUCTION ADMINISTRATION AND MATERIAL TESTING

## BACKGROUND

The County's Transfer Station, located at 191 Transfer Station Drive off Stoney Mountain Road, includes two existing transfer buildings (Shed No. 1 and the older Shed No. 2), overflow transfer areas, special material handling areas, and ancillary facilities. Materials collected, consolidated, and hauled for final disposal include municipal solid waste (MSW), construction and demolition debris (CDD), recyclables, and special wastes. The transfer buildings are key components of the overall Stoney Mountain Road facility and Solid Waste Division operations.

According to the County's current Solid Waste Management Plan, in 2020 the facility accommodated nearly 800 vehicles per day on average and accepted about 113,400 tons per year of MSW and CDD waste, the majority of which was transferred at one of the two existing transfer buildings. Since that time, the waste throughput volume has increased. Due to larger waste volumes, the County has planned the construction and expansion of transfer operations to include a third transfer building referred to as Shed No. 3.

In February 2022, SCS developed a preliminary engineering report (PER) for a location and preliminary layout of the proposed Shed No. 3. During 2023, SCS has prepared required permitting and design documents using the PER as the design basis. Shed No. 1 floor replacement design documents were also developed and included as one construction project for cost efficiencies. The permitting and design is currently on-going with the project bid ready in early 2024.

During fall 2023, the County elected to implement the construction-manager-at-risk (CMAR) approach for engaging a general contractor. The County selected Vannoy Construction (Vannoy) as their qualified CMAR general contractor. Our scope of services includes effort in collaborating with Vannoy during this construction project.

The objective of this work is to provide construction administration and construction material testing for the Shed No. 3 construction and Shed No. 1 floor replacement. Construction is anticipated to begin in early 2024. The budget has been prepared assuming a construction duration of 7 months based on Vannoy's construction schedule. Scope of services to be performed:

## TASK 1 – CONSTRUCTION ADMINISTRATION

### Project Management

SCS will support the County in administering the construction contract including providing progress and budget updates and coordination with our construction material testing firm. SCS will provide the County with updates on project status by email or phone calls. In the updates, SCS will discuss the status of the project relative to the schedule and identify potential difficulties and impacts to the schedule, if any. Our construction material testing firm subconsultant will lead all the conformance and field testing for soils, concrete, asphalt and crushed stone during construction. SCS will contract with our electrical, structural, geotechnical and mechanical engineers to support those portions of the construction.

SCS will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, CQA procedures, CQA testing for soils, concrete, pavements and aggregates, field records, weekly progress photos, shop drawing schedule, change management, scheduling, project meetings, cost and disbursement data, progress reports, and all other documents pertaining to the construction contract.

As the County's representative for the duration of the Construction Contract, we have assumed that all communications to and from the Contractor will go through SCS. SCS will administer the Construction Contract on behalf of the County, responding to Contractor's correspondence, and issuing instructions from the County. SCS will provide contract administration required for the Project including the following items. Since this construction project is using the CMAR approach, SCS will collaborate with Vannoy during construction.

### Site Visits/Meetings

For budgeting purposes, SCS has included 14 site visits: 1 pre-construction meeting, 7 monthly construction progress meetings, 1 substantial completion site visit, 1 final completion site visit, and 4 critical stage site visits.

- **Pre-Construction Meeting:** SCS will conduct the pre-construction meeting and distribute meeting minutes to attendees. At the pre-construction meeting, procedural guidelines and specific CQA project requirements will be discussed with the Contractor. Among other items addressed will be: correspondence distribution, shop drawing and scheduling procedures, Notice to Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, and quality control procedures.
- **Construction Progress Meetings:** SCS will hold progress meetings from Notice to Proceed through Substantial Completion of the project. SCS assumes monthly construction meetings but less frequently held if construction progress dictates (e.g., bad weather). In these meetings, items such as schedule slippage, coordination problems, design issues, pending change orders, outstanding shop drawings, CQA testing approvals, procurement delays, and any other issues related to completion of the project will be addressed. SCS has budgeted for 7 site progress meetings.



- Substantial/Final Completion Walk-through: SCS will conduct one substantial walk-through inspection with the Contractor to determine if the project has reached substantial completion and prepare a punch list of work items remaining. SCS will conduct one final inspection to determine if the work is acceptable, so that SCS may recommend, in writing, final payment to Contractor and may give written notice to the County and the Contractor that the work is acceptable. SCS will observe the work of the Contractor to see that it has been completed in substantial accordance with the Contract Documents.
- Critical Stage Site Visits: SCS will conduct site visits at critical stages of construction to observe the progress and quality of the executed work performed by the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. Site visits will be conducted on an as-needed basis to coordinate construction phasing and to address any issues presented by the Contractor. SCS has budgeted for 4 critical stage site visits.

### **Construction Submittals**

SCS will review construction submittals, requests for information (RFIs), and materials submitted for approval by the Contractor. Based on typical level of effort for transfer stations, SCS has budgeted for 100 submittal reviews. SCS will provide approvals, as appropriate, of shop drawings, samples, and other data which the Contractor is required to submit for conformance with the Contract Documents. Such reviews and approvals or other action shall not extend to methods, means, techniques, sequences or procedures of construction or to the safety precautions and programs implemented by the Contractor.

### **Pay Applications**

SCS will review pay requests submitted by the Contractor, determine the amounts owed to the Contractor, and recommend in writing payments in such amounts. Pay requests will be processed based on SCS's on-site observations and review of the applications for payment and the accompanying data and schedules. SCS assumes monthly pay requests and based the budget on a 7-month construction schedule.

### **Change Management**

SCS will provide change management services to coordinate and track minor changes or deletions requested by the County, SCS or the Contractor. SCS will evaluate substitutions proposed by the Contractor, and make necessary revisions to Drawings, Specifications, and project completion dates. SCS will review and process project field and/or change orders. An accurate listing of additional costs and credits as a result of change orders will be maintained by SCS. Upon receipt of a requested change order, SCS will review it in detail and then discuss it with the County, and, together, will determine the manner in which to proceed. SCS will complete a final reconciliation change order.

Larger changes or claims asserted by the Contractor and redesigns requested by the County or the Contractor may require additional analyses or evaluation beyond the scope of this Task Order. SCS reserves the right to seek additional compensation if so warranted.

**Record Drawings**

Record Drawings shall be provided to the County by SCS which incorporates the Contractor’s as-built drawings. SCS will provide the County with three (3) hard copies and two (2) flash drives with drawings in AutoCAD 2020 format.

**TASK 2 – CONSTRUCTION MATERIAL TESTING AND INSPECTION**

The technical specifications will require soils, cast-in-place concrete (including reinforcing), structural steel, aggregate, asphalt and concrete testing and oversight. SCS will contract with a construction material testing firm for these material conformance and field testing. Additionally, SCS had included budget for up to 12 hours per week of drop-in inspections that may include erosion control observations, specific construction observations, or possible needed project coordination. Field reports will be prepared each work day that we are on-site for testing and/or observation.

**SCHEDULE**

The construction schedule per Vannoy is estimated to be approximately 7 months.

**COMPENSATION**

SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance (refer to Fee Schedule previously provided to County).

- Task 1 – Construction Administration \$ 138,700
- Task 2 – Construction Material Testing and Inspection \$ 65,400

Total Amount of this Work Order = **\$ 204,100**

Any work added to be performed shall be compensated at SCS' standard fee schedule in effect at the time of performance, unless otherwise agreed, subject to the terms and conditions of the Agreement between the parties.