

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: April 17, 2024

SUBJECT: **Guaranteed Maximum Price #2 (GMP2)
Third Transfer Station Bay Project**

PRESENTER: Marcus Jones, P. E.
County Engineer

ATTACHMENTS: Yes

1. GMP2 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 GMP2 is needed by the Board. Note, the Board approved GMP1 during its February 5, 2024 meeting. Vannoy has presented and staff has reviewed the attached proposals for GMP2. The scope of GMP2 is to complete the construction of the third transfer station bay by a completion date of April 16, 2025. This proposed guaranteed maximum price is \$4,192,540 and the details of the scope and price can be found on the attached proposal from Vannoy. The total of both GMPs is \$8,217,076 which is \$273,694 under budget.

Also presented for Board approval is the proposal from SCS Engineers for construction administration and materials testing for the duration of GMP2. SCS previously approved agreement was for the duration of GMP1. The proposal is for \$95,000 and is attached for more details if needed.

Finally with the total cost identified and under budget, staff has begun the design and permitting for extending the entrance road to the transfer station from Stoney Mountain Road to the current three lane section. This will provide two entrance lanes and improve congestion and customer service. Staff will bring a proposal for construction of the extension based on unit prices from the GMP for the Board's consideration at a future meeting.

BOARD ACTION REQUESTED:

Approve the following for the Third Transfer Station Bay project: Vannoy's Guaranteed Maximum Price number two for \$4,192,540, and SCS Engineers' proposal for \$95,000,

Suggested Motion:

I move that the Board approve the following for the Third Transfer Station Bay project: Vannoy's Guaranteed Maximum Price number two for \$4,192,540, and SCS Engineers' proposal for \$95,000.



April 3, 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 #2

Dear Marcus,

Please find the Guaranteed Maximum Price (GMP) #2 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 January 2024.

Guaranteed Maximum Price #2 Total	\$ 4,192,540.00
*Total Revised Contract Amount, combining GMP #1 & GMP #2	\$ 8,217,076.00

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 or my cell at 828-707-6285.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lance Haney', followed by a long, horizontal flourish.

Lance Haney
Project Manager
Vannoy Construction

Enc.

Attch: Henderson County Transfer Station GMP #2 Presentation

CC: Andrew Griffin – Henderson County
Greg Wiggins – Henderson County
Kenton Yang – SCS Engineers
Carlisle Carroll – SCS Engineers
Jim Downing – Vannoy Construction
TJ Hollars – Vannoy Construction
Brian Walker – Vannoy Construction

www.jrvannoy.com

1500 Ridgefield Blvd Asheville, NC 28806 OFFICE 828-575-1300 FAX 828-575-1374
NC GENERAL CONTRACTORS LICENSE NO. 3810 (UNLIMITED)



Henderson County, North Carolina
GMP #2 for Transfer Station Shed No. 3 Construction & Tipping Floor Replacement (Second Package)
 Hendersonville, NC

Contact: Lance Haney
4/3/2024

WORK TRADE DESCRIPTION:	EARLY PACKAGE GMP (#1)	LATE GMP PACKAGE (#2)	TOTAL PROJECTED COST
1 BP 220 - SITE DEVELOPMENT	\$ 1,593,000	\$ -	\$ 1,593,000
2 BP 270 - DEMOLITION	\$ 71,144	\$ 21,110	\$ 92,254
3 BP 390 - CONCRETE	\$ 486,012	\$ 1,414,184	\$ 1,900,196
4 ROUGH CARPENTRY/POLE BARN		\$ 69,926	\$ 69,926
5 GENERAL REQUIREMENTS	\$ 117,841	\$ 101,640	\$ 219,481
6 STRUCTURAL STEEL		\$ 710,479	\$ 710,479
7 SPRAY FIREPROOFING			\$ -
8 CAULKING, WATERPROOFING, FIRESTOPPING	\$ 12,288	\$ 64,055	\$ 76,343
9 DOORS, FRAMES, & HARDWARE		\$ 7,072	\$ 7,072
10 PAINTING		\$ 56,452	\$ 56,452
11 SPECIALTIES		\$ 19,163	\$ 19,163
12 TRUCK SCALE/TRUCK BRUSHES		\$ 115,610	\$ 115,610
13 WASTE WIZARD		\$ 50,316	\$ 50,316
14 BP 1224 - FABRICATED ENGINEERED STRUCTURES (PEMB)	\$ 296,223		\$ 296,223
15 FIRE SPRINKLERS			\$ -
16 PLUMBING SYSTEMS		\$ 240,720	\$ 240,720
17 HVAC & MECHANICAL SYSTEMS		\$ 82,426	\$ 82,426
18 BP 1600 - ELECTRICAL SYSTEMS	\$ 29,250	\$ 338,251	\$ 367,501
19 SHED 1 TIPPING FLOOR UNSUITABLE SOILS ALLOWANCE	\$ 60,000	\$ -	\$ 60,000
20 PERMIT REVISIONS PER SCS ENGINEERS (ALLOWANCE)	\$ 150,000	\$ 80,000	\$ 230,000
21 FINAL 100% DOCUMENT ALLOWANCE	\$ 150,000	\$ -	\$ 150,000
22 OWNER IT WORK ALLOWANCE	\$ -	\$ 35,000	\$ 35,000
23 LANDSCAPING ALLOWANCE	\$ 50,000		\$ 50,000
24 SUBCONTRACTOR DEFAULT INSURANCE	\$ 38,684	\$ 42,068	\$ 80,752
25 BUILDING PERMIT FEES	\$ 40,245	\$ 41,486	\$ 81,731
COST OF WORK	\$ 3,094,687	\$ 3,489,958	\$ 6,584,645
26 GENERAL CONDITIONS	\$ 492,202	\$ 251,442	\$ 743,644
27 PROJECT INSURANCES (INCL. BR)	\$ 52,721	\$ 54,347	\$ 107,068
28 PERFORMANCE & PAYMENT BOND	\$ 38,233	\$ 39,412	\$ 77,645
29 CMAR FEE (3.75%)	\$ 145,465	\$ 149,950	\$ 295,415
30 CONTRACTOR CONTINGENCY	\$ 201,227	\$ 207,431	\$ 408,658
TOTAL	\$ 4,024,536	\$ 4,192,540	\$ 8,217,076



Henderson County, North Carolina
 Variance Report
 Hendersonville, NC

Contact: Lance Haney
 Date 4/3/2024

WORK TRADE DESCRIPTION:		1/31/24 Full GMP #1 & DD	3/29/24 GMP #2	Variance
1	BP 220 - SITE DEVELOPMENT	\$ 1,593,000	\$ 1,593,000	\$ -
2	BP 270 - DEMOLITION	\$ 71,144	\$ 92,254	\$ (21,110)
3	BP 390 - CONCRETE	\$ 2,095,789	\$ 1,900,196	\$ 195,593
4	ROUGH CARPENTRY/POLE BARN	\$ 75,000	\$ 69,926	\$ 5,075
5	GENERAL REQUIREMENTS	\$ 196,675	\$ 219,481	\$ (22,806)
6	STRUCTURAL STEEL	\$ 589,859	\$ 710,479	\$ (120,620)
7	SPRAY FIREPROOFING	\$ -	\$ -	\$ -
8	CAULKING, WATERPROOFING, FIRESTOPPING	\$ 60,939	\$ 76,343	\$ (15,404)
9	DOORS, FRAMES, & HARDWARE	\$ 3,000	\$ 7,072	\$ (4,072)
10	PAINTING	\$ 65,000	\$ 56,452	\$ 8,548
11	SPECIALTIES	\$ 10,000	\$ 19,163	\$ (9,163)
12	TRUCK SCALE/TRUCK BRUSHES	\$ 95,500	\$ 115,610	\$ (20,110)
13	WASTE WIZARD	\$ 46,995	\$ 50,316	\$ (3,321)
14	BP 1224 - FABRICATED ENGINEERED STRUCTURES (PEMB)	\$ 296,223	\$ 296,223	\$ -
15	FIRE SPRINKLERS	\$ -	\$ -	\$ -
16	PLUMBING SYSTEMS	\$ 354,010	\$ 240,720	\$ 113,290
17	HVAC & MECHANICAL SYSTEMS	\$ 72,201	\$ 82,426	\$ (10,225)
18	BP 1600 - ELECTRICAL SYSTEMS	\$ 323,636	\$ 367,501	\$ (43,865)
19	SHED 1 TIPPING FLOOR UNSUITABLE SOILS ALLOWANCE	\$ 60,000	\$ 60,000	\$ -
20	PERMIT REVISIONS PER SCS ENGINEERS (ALLOWANCE)	\$ 150,000	\$ 230,000	\$ (80,000)
21	FINAL 100% DOCUMENT ALLOWANCE	\$ 150,000	\$ 150,000	\$ -
22	OWNER IT WORK ALLOWANCE	\$ 30,000	\$ 35,000	\$ (5,000)
23	LANDSCAPING ALLOWANCE	\$ 50,000	\$ 50,000	\$ -
24	SUBCONTRACTOR DEFAULT INSURANCE	\$ 81,948	\$ 80,752	\$ 1,196
25	BUILDING PERMIT FEES	\$ 84,908	\$ 81,731	\$ 3,177
	COST OF WORK	\$ 6,555,827	\$ 6,584,645	\$ (28,819)
26	GENERAL CONDITIONS	\$ 743,644	\$ 743,644	\$ -
27	PROJECT INSURANCES (INCL. BR)	\$ 111,229	\$ 107,068	\$ 4,161
28	PERFORMANCE & PAYMENT BOND	\$ 80,662	\$ 77,645	\$ 3,017
29	CMAR FEE (3.75%)	\$ 306,895	\$ 295,415	\$ 11,480
30	CONTRACTOR CONTINGENCY	\$ 424,538	\$ 408,658	\$ 15,881
31	ESCALATION CONTINGENCY	\$ 267,974	\$ -	\$ 267,974
TOTAL		\$ 8,490,770	\$ 8,217,076	\$ 273,694



Estimate Clarifications (GMP #2 Only)
4/3/2024



Item Description

GENERAL

- 1.1 Clarifications are included for GMP #2 only.
- 1.2 Pricing for the project is based on the 100% documents (drawings & specifications) entitled 'Henderson County Transfer Station Shed No. 3 Construction' dated January 2024 from SCS Engineers
- 1.3 Construction, materials and special inspection testing to be by SCS.
- 1.4 Third party MEP commissioning is excluded from estimate.
- 1.5 We have not included any owner contingency.
- 1.6 Pricing includes building permit fees and inspections.
- 1.7 Pricing includes performance and payment bond.
- 1.8 Pricing includes builders risk insurance.
- 1.9 Design fees are not included.
- 1.10 We have not included BIM coordination in this proposal.
- 1.11 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.
- 1.12 GMP Proposal is based on full access and normal, daytime working hours.
- 1.13 LEED or any other sustainability certifications are not included.
- 1.14 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.
- 1.16 Includes Lump Sum insurances, bond and fee.
 - b. Includes Lump Sum General Liability Insurance, Payment and Performance Bonds, Sub Default Insurance and Builders Risk Insurance.
- 1.17 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.
- 1.18 General Conditions are based on a 4.5 month duration (GMP#2 only)
- 1.19 The current preconstruction contract of \$37,875.00 is not included
 - 1.2 Contractor Contingency of \$207,431.00 is included.
- 1.21 An allowance of \$80,000 is included for permit revisions.
- 1.22 There is a \$35,000 allowance included for IT/communications work.
- 1.23 All excess soil, trash, debris etc will disposed of within the property lines of the transfer station.

SITE DEVELOPMENT

DEMOLITION

- 2.1 Cost is included for the CMAR to haul off all debris to designated locations within the transfer station property lines.

CONCRETE

- 3.1 Concrete topping slab mix is included per the SCM mix design provided by Vannoy Construction via email on 1/5/2024.
- 3.2 No termite treatment is included.
- 3.3 Foundation walls are included per direction in GMP #2 Bidding Addendum #2.

STRUCTURAL STEEL

- 4.1 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.
- 4.2 A36 steel is included for the load out pit edge steel.
- 4.3 East Jordan V7386 are included for trench drain covers.
- 4.4 All steel to be delivered to the site shop primed.

ROUGH CARPENTRY

- 5.1 Pole Barn to be 30'x50'x16' PEMB.

CAULKING & WATERPROOFING

DOORS, FRAME AND HARDWARE

- 6.1 (1) hollow metal door and door hardware is included for Shed #3

PAINTING

- 7.1 Painting of the structural steel on the PEMB is included.
- 7.2 Yellow safety painting is not included.
- 7.3 All required finish painting of exposed steel to be field painting. This include the structural steel for the PEMB.

SPECIALTIES

- 8.1 Signage to match existing is included

TRUCK SCALE/TRUCK BRUSHES/WASTE WIZARD

- 9.1 Cost for Survivor OTR steel deck series by Rice Lake weighing systems (10' x 70') is included
- 9.2 Cost for standard truck brushes are included
- 9.3 Cost for waste wizard Wasteworks express kiosk is included.

FABRICATED ENGINEER STRUCTURES

PLUMBING

HVAC

ELECTRICAL

- 10.1 Cost for panelboards is included in GMP #1. Panels purchased in GMP #1 to be turned over to the GMP #2 electrical contractor to installation.



Henderson County
 Transfer Station
 GMP #2
 General Conditions

Code	Description	Qty	Unit	Labor	Material	Sub	Equip	Labor	Material	Sub	Equip	Item Total
GENERAL CONDITIONS												
I. Staffing Rates												
	General Superintendent	240.00	hrs	155.00				37,200.00	-	-	-	37,200.00
	Project Superintendent	780.00	hrs	125.00				97,500.00	-	-	-	97,500.00
	Assistant Superintendent	0.00	hrs	92.00				-	-	-	-	-
	Safety Officer	44.00	hrs	130.00				5,720.00	-	-	-	5,720.00
	Sr. Project Manager	46.00	hrs	140.00				6,440.00	-	-	-	6,440.00
	Project Manager	402.00	hrs	125.00				50,250.00	-	-	-	50,250.00
	Assistant Project Manager	256.00	hrs	92.00				23,552.00	-	-	-	23,552.00
	Project Engineer	0.00	hrs	90.00				-	-	-	-	-
	Project Executive	0.00	hrs	145.00				-	-	-	-	-
	Principle in Charge	0.00	hrs	160.00				-	-	-	-	-
	Office Support - Clerical, Accounting, Safety	4.5	mo	4,500.00				20,250.00	-	-	-	20,250.00
	Subtotal							240,912.00	-	-	-	240,912.00
II. Staff Support												
	Staffing Vehicles, Computers, Cell Phones	780	hrs			13.50		-	-	10,530.00	-	10,530.00
	Per Diem expense (living in Lenoir)	0	hrs			4.38		-	-	-	-	-
	Subtotal							-	-	10,530.00	-	10,530.00
GENERAL CONDITIONS												
								Labor	Material	Sub	Equip	Item Total
	TOTAL							240,912.00	-	10,530.00	-	251,442.00

HENDERSON COUNTY, NORTH CAROLINA
SOLID WASTE DIVISION

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

CONSTRUCTION ADMINISTRATION
AND MATERIAL TESTING – ADDITIONAL SCOPE

BACKGROUND

Thank you for considering the following additional scope and fee request for the aforementioned project. SCS's December 2023 Construction Administration and Material Testing proposal (Change Order 1, CO-504, Line 2; see attached) budget was prepared assuming a construction duration of 7 months based on Vannoy's construction schedule. Vannoy's updated schedule, dated March 5, 2024, is estimated to be from April 2023 to April 2024, or 12 months (see attached). The additional scope and fee is based on an additional 5-month construction period.

ADDITIONAL SCOPE ITEMS

The additional 5-month construction period will require the following work items:

- Project Management - SCS will provide the County with updates on project status by email or phones 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. SCS will contract with our electrical, structural, geotechnical and mechanical engineers to support those portions of the construction.
- Construction Progress Meeting - 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.
- 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.
- Construction Inspection - 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

Vannoy’s updated construction schedule is estimated to be approximately 12 months, which is 5 additional months then previously indicated under Change Order 1 (7-month period).

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) for an upper limit of \$ 95,000 which equates to over 5 months to \$ 19,000 per month.

In comparison, the total amount of Change Order 1 was \$ 204,100 over a 7-month period or approximately \$ 29,157 per month. The decrease on a per month basis is construction administration tasks that are not dependent on construction schedule like submittals review and change management items.

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.

SCS Engineer, PC

Date

Henderson County

Date



Henderson County
 113 North Main Street
 Hendersonville, NC 28792
 Phone: 828-697-4821/FAX: 828-697-4569

CONTRACT
CO - 504 (Change Order)

VENDOR PLEASE INCLUDE CONTRACT NUMBER ON ALL INVOICES	CONTRACT INFORMATION
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SCS ENGINEERS(39211)

 3900 KILROY AIRPORT WAY
 LONG BEACH, CA 90806


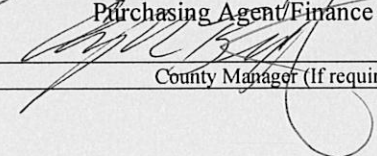
Department: SOLID WASTE (5472)
 Administrator:
 Type: MINI BROOKS
 Subtype: MINI > \$50,000
 Project: 2073

LN	DESCRIPTION	UOM	QTY	Unit Price	Net Price
1	HENDERSON COUNTY TS SHED DESIGN AND BIDDING	EACH	1	\$395,500.00	\$395,500.00
2	CHANGE ORDER 1: CONSTRUCTION ADMINISTRATION AND CONSTRUCTION MATERIAL TESTING AND INSPECTION	EACH	1	\$204,100.00	\$204,100.00

*****General Ledger Summary Section*****

Account	Amount
FY23 605472-535103	\$ 117,040.16
FY24 605472-535103	\$ 138,434.98
<u>FY24 605472-538107-2073</u>	<u>\$ 344,124.86</u>
Total	\$ 599,600.00

This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act. N.C.G.S. 159-28(a).


 Purchasing Agent/Finance Director

 County Manager (If required)

INSTRUCTIONS TO VENDORS:

1. PLEASE INCLUDE CONTRACT NUMBER ON ALL INVOICES
2. SUBMIT INVOICE IN DUPLICATE FOR EACH CONTRACT
3. DO NOT INVOICE UNTIL ENTIRE CONTRACT IS SHIPPED
4. AN INDIVIDUAL INVOICE MUST BE RENDERED FOR EACH CONTRACT- NO STATEMENT WILL BE PAID.
5. PLEASE ITEMIZE SALES TAX ON INVOICES.

**Henderson County
Terms and Conditions**

By acceptance of a purchase order with Henderson County, or by entering into the contract or agreement with Henderson County to which this "Terms and Conditions" is attached, the vendor to Henderson County or contractor with Henderson County (as the situation may be, hereinafter referred to as the "seller"), declares that all supplies, materials, equipment, apparatus and services furnished to Henderson County pursuant to the purchase order or contract/agreement will be furnished according to the following terms and conditions, which terms and conditions shall supersede any language to the contrary in any other documentation of such purchase order or contract/agreement.

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship to Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading.
3. **PRICE:** All goods and/or services must be billed to Henderson County (County) at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.
4. **INVOICES:** Invoices for partial shipments will be accepted and final invoices should indicate completion of order.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES: Henderson County is NOT Sales Tax-Exempt.** Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **AGREEMENT TERMS:** Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and the Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
9. **DELIVERY/ACCEPTANCE OF GOODS:** All quotations are solicited on a delivered price basis. When the County accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified. The County shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until the County has made acceptance. Rejected goods shall be returned to the Seller at Seller's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** This purchase order shall be considered a written contract and requires the County to be endorsed as additional insured for General Liability, Automobile Liability, and Umbrella Liability Insurance Policies. Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit/\$2,000,000 aggregate limit for bodily injury, property damage, or personal injury; (b) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence (if providing professional services); (c) Worker's Compensation Insurance as required by the State of North Carolina General Statutes: (d) Commercial Automobile Insurance applicable to bodily injury and property damage covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 combined single limit. Negotiated written contracts may require additional insurance coverage. A Certificate of Insurance shall be furnished prior to the commencement of services. The Certificate Holder shall be County of Henderson, Attn: Finance Dept., 113 N Main Street, Hendersonville, NC 28792.
12. **APPLICABLE LAWS:** By acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the County against any loss, cost, liability, or damage by reason of seller's violation of any laws.
13. **E-VERIFY:** North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
14. **IRAN DIVESTMENT:** By acceptance of this purchase order, vendors, contractors, and/or subcontractors certify they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59, Iran Divestment Act Certification.
15. **FEDERAL FUNDS:** The following provisions are required and apply when federal funds are expended by Henderson County for any contract resulting from this procurement process.
 - A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
 - B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.
 - C. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

**Henderson County
Terms and Conditions**

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324); Huawei/ZTE Ban (2 C.F.R. 200.216); Domestic Preference Clause (2 C.F.R. 200.322). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

16. **FEMA PROVISIONS:** The following provisions are required and apply when federal funds are expended by Henderson County for any contract resulting from this procurement process.
- A. **Changes:** Changes or modifications to the original contract will only be allowed if the following provisions are met:
 - 1. The change is within the scope of its grant or cooperative agreement
 - 2. The amount of the change has budgetary funds available
 - 3. The change does not fundamentally modify the project and
 - 4. The change is reasonable for the completion of the project
 - B. **Access to Records:** The contractor agrees to provide Henderson County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcripts.

The Contractor agrees to permit any of the forgoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to work being completed under the contract.
 - C. **DHS, Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA approval
 - D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 - E. **No Obligation by Federal Government:** The Federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
 - F. **Program Fraud and False or Fraudulent or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

17. **CANCELLATION:** The County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

18. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance, or payment by the County. The seller also warrants that the goods do not infringe any patent,

registered trademark or copyright and agrees to hold the County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

- 19. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements. The seller shall ensure that the County is provided an appropriate current Material Safety Data Sheets (MSDS) with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
- 20. **NON-DISCRIMINATION:** The County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policies.
- 21. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
- 22. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of the County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension, or retirement benefits.
- 23. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.
- 24. **PUBLIC RECORDS.** The seller acknowledges that notwithstanding any other provision to the contrary (including any statements regarding confidential information), this agreement, the confidential information and any documents, memorandum, data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this agreement may be deemed public records and subject to disclosure, in whole or in part, pursuant to the North Carolina Public Records Law. The County will provide the seller with reasonably prompt notice of any intended disclosures or requests for disclosure pursuant to the North Carolina Public Records Law. The seller may then choose to seek judicial protection of the confidential information consistent with all applicable laws and regulations. Should a public records request be made for information the seller claims are proprietary in nature, the County will, within a reasonable time, notify the seller of such public records request. The seller shall, within five (5) business days of said notification, provide notice to the County that it does or does not object to the County disclosing the requested information pursuant to the subject public records request. If the seller objects to the disclosure of the requested information, the seller agrees that it shall be solely responsible for the defense of and the cost of defending any claim or complaint against the County for its refusal to disclose confidential information. The seller agrees that if any such complaint or claim is filed it will indemnify the County and will reimburse the County for any and all damages awarded against the County its refusal to disclose the requested information. The seller agrees that it releases the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the release or disclosure or failure by the County to release or disclose confidential information. The seller further agrees that it waives the right to file any court action for any such release, disclosure, or failure to release or disclose confidential information.
- 25. **Cyber Security Breach**
Where a security breach or unauthorized release, as those terms are defined or used in Article 2A of Chapter 75 of the North Carolina Statutes, or in any other state or federal regulation, occurs and is attributed to the Contractor (or any subcontractor thereof), the Contractor shall promptly pay or reimburse Henderson County for all the costs to Henderson County for all required notifications under all applicable laws, including any associated legal fees incurred by Henderson County, and shall indemnify Henderson County from any liability resulting from the security breach or unauthorized release.
- 26. **Cyber-Insurance:** The Seller shall maintain cyber liability insurance with an insurer permitted to offer the same in North Carolina in the minimum insurance amount per occurrence based on the Contractor's Security Scorecard (securityscorecard.com) rating, but in no event less than \$1,000,000.00. Such insurance shall include third-party coverage for incidents or associated impacts caused directly or indirectly by the Seller,

**Henderson County
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Seller's subcontractors, and shall name Henderson County as an additional insured. The Contractor shall provide the County with a Certificate of Insurance for such coverage.

Security Rating	Required cyber insurance limits
90 or above	\$1,000,000 or above
80-89, inclusive	\$2,000,000 or above
70-79, inclusive	\$3,000,000 or above
60-69, inclusive	\$4,000,000 or above
Below 60	\$5,000,000 or above

If the Contractor's Security Scorecard rating is less than 90, the County and the Contractor agree to work to assist the Contract to improve their rating.

27. **NON-APPROPRIATION:** No provision of any agreement between the County and the seller (the "Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of the Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. The Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under the Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of the Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of the Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of any conflict this provision and any other provision of the Agreement, this provision shall take priority and control.

Henderson County Transfer Station Schedule

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	Procurement	126 days	Mon 2/5/24	Mon 7/29/24																		
2	Notice To Proceed	1 day	Mon 2/5/24	Mon 2/5/24																		
3	Demolition	20 days	Tue 2/6/24	Mon 3/4/24																		
4	Site Work & Utilities	20 days	Tue 2/6/24	Mon 3/4/24																		
5	Concrete	25 days	Tue 2/6/24	Mon 3/11/24																		
6	Metal Building	100 days	Tue 2/6/24	Mon 6/24/24																		
7	Mechanical	45 days	Tue 2/6/24	Mon 4/8/24																		
8	Plumbing	45 days	Tue 2/6/24	Mon 4/8/24																		
9	Electrical	125 days	Tue 2/6/24	Mon 7/29/24																		
10	Misc Steel	50 days	Tue 2/6/24	Mon 4/15/24																		
11	Phase 1 Tipping Floor Replacement	68 days	Mon 4/1/24	Wed 7/3/24																		
12	Mobilize	1 day	Mon 4/1/24	Mon 4/1/24																		
13	Demolition of Topping Slab	7 days	Mon 4/1/24	Tue 4/9/24																		
14	Saw Cut For Structural Demolition	5 days	Wed 4/10/24	Tue 4/16/24																		
15	Demolition Structural SOG	12 days	Fri 4/12/24	Mon 4/29/24																		
16	Selective SOG Demolition at Walls	5 days	Wed 4/17/24	Tue 4/23/24																		
17	SOG Soils Corrections Contingency	15 days	Tue 4/30/24	Mon 5/20/24																		
18	Install New Trench Drain	5 days	Tue 5/21/24	Mon 5/27/24																		
19	Form & Pour Structural Slab & Cantilever	17 days	Tue 5/21/24	Wed 6/12/24																		
20	Form & Pour Topping Slab	5 days	Thu 6/13/24	Wed 6/19/24																		
21	Cure Time For Concrete	10 days	Thu 6/20/24	Wed 7/3/24																		
22	JRV Punch List	3 days	Thu 6/20/24	Mon 6/24/24																		
23	Re-Open Building For Use	0 days	Wed 7/3/24	Wed 7/3/24																		
24	Phase 2 New Building Construction	312 days	Tue 2/6/24	Wed 4/16/25																		
25	Site Work	281 days	Tue 2/6/24	Tue 3/4/25																		

Henderson County Transfer Station Schedule						1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter	
ID	Task Name	Duration	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
26	Duke Power Relocation	30 days	Tue 2/6/24	Mon 3/18/24	█	█																
27	Soild Waste move to Temporary Offices	65 days	Tue 2/6/24	Mon 5/6/24	█	█	█	█	█	█												
28	Construction Fencing	7 days	Fri 4/19/24	Mon 4/29/24				█	█													
29	Erision Control	5 days	Wed 5/1/24	Tue 5/7/24				█	█													
30	Sediment Pond	3 days	Wed 5/8/24	Fri 5/10/24				█	█													
31	Tree Protection	1 day	Wed 5/8/24	Wed 5/8/24				█														
32	Demolition/Abatement of Existing Buildings	15 days	Wed 5/15/24	Tue 6/4/24				█	█	█												
33	Demo Shed	1 day	Wed 5/15/24	Wed 5/15/24				█														
34	Make Safe / Relocate Utilities	30 days	Tue 4/30/24	Mon 6/10/24				█	█	█	█	█	█									
35	Rough Grade	20 days	Wed 5/29/24	Tue 6/25/24				█	█	█	█	█	█									
36	Weather Contingency	15 days	Wed 6/26/24	Tue 7/16/24							█	█	█									
37	Construct Building Pad	3 days	Wed 7/17/24	Fri 7/19/24							█	█										
38	Sanitary Sewer	5 days	Wed 6/12/24	Tue 6/18/24				█	█													
39	Storm Sewer	7 days	Wed 6/19/24	Thu 6/27/24				█	█	█												
40	Water	3 days	Fri 6/28/24	Tue 7/2/24							█	█										
41	Subgrade Drives	10 days	Fri 1/24/25	Thu 2/6/25																		
42	Base Stone	10 days	Fri 1/31/25	Thu 2/13/25																		
43	Asphalt / Cement Pavement	5 days	Fri 2/14/25	Thu 2/20/25																		
44	Gravel Drives	3 days	Fri 2/21/25	Tue 2/25/25																		
45	Guard Rails	3 days	Fri 2/21/25	Tue 2/25/25																		
46	Bin Blocks	2 days	Wed 2/26/25	Thu 2/27/25																		
47	Backfill / Grade Around Building	1 day	Fri 2/14/25	Fri 2/14/25																		
48	RIP RAP Swales	1 day	Mon 2/17/25	Mon 2/17/25																		
49	Landscape	5 days	Wed 2/26/25	Tue 3/4/25																		
50	Building	166 days	Mon 7/22/24	Mon 3/10/25																		

Henderson County Transfer Station Schedule

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
51	Form & Pour Tunnel Foundations	12 days	Mon 7/22/24	Tue 8/6/24																	
52	Form & Pour Tunnel Walls	17 days	Wed 8/7/24	Thu 8/29/24																	
53	Waterproof Tunnel Walls	5 days	Fri 8/30/24	Thu 9/5/24																	
54	Install Trench Drains At Tunnel	5 days	Fri 8/30/24	Thu 9/5/24																	
55	Form & Pour Tunnel SOG	3 days	Fri 9/6/24	Tue 9/10/24																	
56	Backfill Tunnel Walls	7 days	Fri 9/6/24	Mon 9/16/24																	
57	Form & Pour Remainder of Foundations	16 days	Tue 9/17/24	Tue 10/8/24																	
58	Form & Pour Push Walls	22 days	Tue 10/1/24	Wed 10/30/24																	
59	Install Trench Drains	3 days	Thu 10/31/24	Mon 11/4/24																	
60	MEP UG	12 days	Thu 10/31/24	Fri 11/15/24																	
61	Form and Pour Structural SOG	12 days	Mon 11/18/24	Tue 12/3/24																	
62	Form & Pour Topping Slabs	5 days	Wed 12/4/24	Tue 12/10/24																	
63	Weather Contingency	15 days	Wed 12/11/24	Tue 12/31/24																	
64	Install Metal Building	35 days	Wed 1/1/25	Tue 2/18/25																	
65	Install Armor Plating	15 days	Wed 1/29/25	Tue 2/18/25																	
66	Install Louvers	2 days	Fri 2/7/25	Mon 2/10/25																	
67	Mechanical	10 days	Fri 2/7/25	Thu 2/20/25																	
68	Plumbing	15 days	Fri 2/7/25	Thu 2/27/25																	
69	Electrical	22 days	Fri 2/7/25	Mon 3/10/25																	
70	Install Scales in Tunnel	5 days	Fri 2/21/25	Thu 2/27/25																	
71	Fencing	1 day	Fri 2/28/25	Fri 2/28/25																	
72	Form & Pour Stairs	10 days	Fri 1/31/25	Thu 2/13/25																	
73	Stair Railings	3 days	Tue 3/4/25	Thu 3/6/25																	
74	Closeout	39 days	Fri 2/21/25	Wed 4/16/25																	
75	JRV Punch List	12 days	Tue 3/11/25	Wed 3/26/25																	
76	Owner / Architect Final	15 days	Thu 3/27/25	Wed 4/16/25																	

Henderson County Transfer Station Schedule

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quar	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
77	Plumbing Final	1 day	Fri 2/28/25	Fri 2/28/25																	
78	Mechanical Final	1 day	Fri 2/21/25	Fri 2/21/25																	
79	Electrical Final	1 day	Tue 3/11/25	Tue 3/11/25																	
80	Building Final	3 days	Wed 3/12/25	Fri 3/14/25																	
81	Owner Occupy	1 day	Wed 4/16/25	Wed 4/16/25																	

