

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: August 16, 2006

SUBJECT: Construction Control Corporation Historic Courthouse
Construction Administration Proposal

ATTACHMENTS: 1) Proposed Agreement
2) Resume for Albert Vestal

SUMMARY OF REQUEST:

Enclosed is a proposed agreement between Henderson County and Construction Control Corporation (CCC) providing for construction administration for the Historic Courthouse Project. Specifically, CCC is proposing that Mr. Albert "Bott" Vestal serve as the County's representative on the project. We are attempting to make arrangements for Mr. Vestal to attend the August 16 meeting.

The not to exceed cost for the agreement is \$8,298.27 per month. This equates to an annual cost not to exceed \$99,579.24 (12 months) and a total project cost not to exceed \$132,772.32 (16 months). The agreement can be cancelled by the County at any time.

COUNTY MANAGER RECOMMENDATION/BOARD ACTION REQUESTED:

Recommend approval of the proposed agreement.

CONTRACT FOR PROVIDING THE SERVICES OF SKILLED INDIVIDUAL(S)

Henderson County and Construction Control Corporation agree as follows:

Article One: Construction Control Corporation shall provide a Construction Control Corporation employee to serve as the Owner's Field Representative.

Article Two: Projects, duties and responsibilities shall be as assigned to the individual by Henderson County.

Article Three: The Owner's Field Representative shall work under the direction and control of Henderson County and shall derive his authority to act from Henderson County.

Article Four: Construction Control Corporation shall be responsible for providing an individual who is capable of performing the following duties:

1. Performing general construction site observation and visits:
 - a. Observing the work in progress and making comparisons with the plans, specifications, and project expectations.
 - b. Preparing a general site visit report for review and use by Henderson County.
2. Attending and representing the Owner at construction progress Meetings:
 - a. Representing the Owner's view and serving as the Owner's Advocate in all matters pertaining to the Project.
 - b. Maintaining a list of project concerns and issues arising from such meetings and briefing the Owner as to their merit and probable solutions.
3. Observing the progress of the project as compared to the project schedule and reporting to the Owner as to general project schedule status and any apparent reasons for deviations from the schedule.
4. Reviewing plans, specifications and site conditions regarding requests by the contractor for changes or claims and commenting on their apparent legitimacy or non-legitimacy.
5. Reporting the general status of assigned projects:
 - a. Reporting routinely to the Owner as to the general status of the project.
6. Assisting in expediting RFI's through the Architect and expediting actions required of the Owner.
7. Reviewing Applications for Payment:
 - a. The Owner's Field Representative shall be capable of reviewing Pay Applications after the Architect's certification in the Owner's best interest.
8. Providing Quality Assurance:

- a. The individual will be capable of maintaining a deficiency list of items noted during site observation visits for action to be taken by the Architect and contractors.
- b. The individual will communicate the Owner's wishes and expectations for a quality project to the Architect and contractors.

Article Five: The Owner shall provide the following items for the Field Representative:

1. Plans and specifications for assigned projects.
2. Suitable work space for conducting the representative's reviews and administrative duties.
3. Office equipment, supplies, and postage.
4. Clerical support and typist for required reports.
5. Cellular phone.
6. Travel to and from home.
7. Access to a fax machine.
8. A monthly subsistence allowance.
9. Special safety equipment.

Article Six: Construction Control Corporation shall provide the Field Representative with the following:

1. Worker's Compensation insurance.
2. Health insurance.
3. Management overview.
4. Normal safety gear, i.e. hardhat, safety goggles.

Article Seven: Working Conditions, Training and Vacation:

1. Safety: The individual is to follow the safety guidelines provided by OSHA and is not expected to put himself or others in any known danger. The individual is not to accept any direction that would place him in danger.
2. Working hours: The individual is expected to work and to be compensated for a normal 40 hour work week. The time of work includes travel between projects but not personal commute time.
3. Any after hours work or weekend or holiday work shall be compensated to the individual by furnishing comp time during normal work hours or will be charged to the Owner.

Article Eight: The monthly charge shall commence for the Field Representative upon his assignment to Henderson County. The charge period shall continue until the assigned projects are complete or until Henderson County determines that field services are no longer required. Henderson County shall provide a 14-calendar day notice to Construction Control Corporation as to the date services shall cease for the Field

Representative. Payment shall be made for services through the 14-day period.

Article Nine: Should the Field Representative become ill and not able to Perform his duties for a period greater than two weeks, he either will be Replaced or Construction Control Corporation will provide a substitute Field Representative during the period of illness.

Article Ten: Should the Owner wish to have a Field Representative removed because of lack of performance or cause, the Owner will notify Construction Control Corporation. After appropriate investigation and conference with the Owner and the individual, Construction Control Corporation will take the appropriate action with the concurrence of the Owner.

Article Eleven: A Principal of Construction Control Corporation resides within an hour drive to the site and can be made available to the project on an as needed basis. This Principal will be available to the Field Representative at all times by telephone for counseling and assistance with any problems. There will be no charge to the County for this type of counseling. Should the CCC Principal be required by the County to be on site, his time will be invoiced at our standard hourly rate for this individual. The County will not be invoiced for any time of the Principal that has not Been requested and approved in advance.

FEEES

Schedule A

Services for the Field Representatives shall be paid monthly at the following rates:

A labor cost of \$39.06 per hour or \$6,770.27 per month.

Subsistence reimbursement of \$1,000 per month.

A maximum of two trips home per month at \$.40 per mile not to exceed \$528.00 per mo.

Total not to exceed cost per month of \$8,298.27.

For services of the CCC Principal (if requested) \$142 per hour and \$.40 per mile for travel.

Invoices will be submitted on the first day of each month for services provided during the previous month and shall be due and payable by the 15th of the same month submitted. Invoices not paid by the 15th of the month shall accrue interest at the rate of 1 ½ % of the unpaid monthly billing per month until paid.

For Henderson County, NC

For Construction Control Corporation



Date: _____

Date: 8/4/06

ALBERT C. VESTAL, JR.

Senior Site Manager

EDUCATION

Diploma
Wilkes Central High School
Wilksboro, North Carolina

QUALIFICATIONS

Mr. Vestal has been working in various capacities within the construction industry for over 30 years. He has a great deal of experience in inspecting and supervising general construction, such as concrete pouring, dry wall partitions, curtain walls, etc. Mr. Vestal also has experience in the installation, troubleshooting and maintenance of security doors, locks, and locking systems in prisons and jails and has become an expert in this field.

PROFESSIONAL EXPERIENCE:

1989 - Present

Construction Control Corporation
Columbia, South Carolina
Senior Site Manager

During the design phase of the projects to which he is assigned, Mr. Vestal is responsible for reviewing the design documents to analyze the long-term maintenance and operating implications of the specified systems and coordinate with the architect/engineers on resolving discrepancies.

During the construction phase, Mr. Vestal supervises and inspects the installation of the systems.

While with Construction Control Corporation, Mr. Vestal has been assigned to the following projects:

| <u>Project</u> | <u>Value</u> |
|-----------------------------------------------------------------------------------------|---------------|
| Brennan Elementary School Additions & Renovations Columbia, South Carolina | \$3.5 million |
| South Kilburne Elementary School Additions & Renovations Columbia, South Carolina | \$3.2 million |

| | |
|----------------------------------------------------------------|--------------|
| J. Reuben Long Detention Facility Conway, South Carolina | \$10 million |
| Dare County Detention Facility Manteo, North Carolina | \$8 million |
| Beaufort County Detention Facility Beaufort, South Carolina | \$10 Million |

1988 - 1989

Ruscon Corporation
Charleston, South Carolina
Installation Foreman

Mr. Vestal was responsible for supervising the installation of the security hollow metal doors, locks, and security systems on the \$10 million J. Reuben Long Detention Facility in Conway, South Carolina. He performed all the troubleshooting and adjustments necessary to get the various security systems functioning properly.

1985 - 1988

Roanoke Iron Bridge Company
Roanoke, Virginia
Installation Foreman

Mr. Vestal was responsible for all the duties described above on the following projects:

| <u>Project</u> | <u>Value</u> |
|---------------------------------------------|--------------|
| Cobb County Jail Atlanta, Georgia | \$30 Million |
| Harrisburg, Pennsylvania Jail | \$25 Million |
| Warren County Jail Belvedere, New Jersey | \$7 Million |

Prior to 1985

Nello L. Teer Company
Durham, North Carolina
General Foreman

Mr. Vestal was responsible for supervising the installation of all the sheetrock, metal studs, and Dryvit, as well as making job assignments and training personnel on the following projects:

| <u>Project</u> | <u>Value</u> |
|-------------------------------------------------------|--------------|
| 11-Story Ramada Inn Qatar, Arabian Gulf | \$50 Million |
| 2-Story Ramada Inn Abu Dhabi, United Arab Emirates | |