[Departmental Use Only]
TITLE EAC Design
FY FY2015-16

NORTH CAROLINA

SERVICES AGREEMENT OVER $90,000.00
RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this 5th day of April, 2016, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and HH Architecture, (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

i) This Services Agreement ("Agreement") is for professional services to be rendered by Provider to County with respect to (*insert type of project*): Design and Construction Administration of the Environment and Agricultural Processing Center. Design and Construction Administration of the Environment and Agricultural Processing Center. For the purposes of this agreement, the cost of work shall be defined as the total cost to the Owner to construct all elements of the project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The cost of work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, furniture, permitting costs or any other costs that are the responsibility of the Owner. Should bidding or negotiation with contractors produce prices that is in excess of the approved total cost of work, the Designer shall participate with the Owner in rebidding, renegotiation and design adjustments to the extent such are necessary to obtain prices within the approved total cost of work. All activity of the Designer with respect to these matters shall constitute Basic Services and shall be performed by the Designer without additional compensation.

ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

iii) Time is of the essence with respect to this Agreement.

iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

b. Standard of Care.

i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.

iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.

iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.

v) Provider agrees that Provider, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Provider's services under this Agreement.

vi) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

3. Basic Services

a. Basic Services.

i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County's Request for Proposals or Request for Qualifications (the "RFP") "RFP Number 5212 for "Orange County Environment & Agriculture Center ("EAC")" issued September 10, 2015, and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments A-RFQ; B-RFQ Response; C-Scope and Pricing Proposal dated March 1, 2016; and D-Insurance Certificate (designate all attachments). In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County's RFP together with attachments, Provider's Proposal together with attachments.

ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert task list and milestone dates)

Task	Milestone Date
Prelim study	June 24, 2016
Stakeholder input	June 24, 2016
Owner review	July 15, 2016
Schematic Design	Sept 9, 2016
Owner review	Sept 30, 2016
Design Development	Dec 9, 2016
Owner review	Jan 15, 2017
Const Docs	April 15, 2017
AHJ/Owner review	May 27, 2017
Bid Opening	June 30, 2017
Contract/NTP	July 28, 2017
Construction Admin	August 2017 – May 2018

iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

a. Term. The term of this Agreement shall be from April 12, 2016 to May 31, 2018.

b. Scheduling of Services

i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.

iii) The Commencement Date for the Provider's Basic Services shall be April 12, 2016.

5. Compensation

a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services under this Agreement. The maximum amount payable for Basic Services is Three Hundred Forty Four Thousand Three Hundred Dollars ($344,300). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of work performed in accordance with the fee schedule set forth in Section 4 of Attachment C (Scope and Pricing Proposal dated March 1, 2016). (For example, if the Architect and its consultants have performed 50% of the services included in the Schematic Design phase and the County acknowledges satisfactory completion of those services, then the Architect may invoice 50% of the Schematic Design fee detailed in Attachment C.)

b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

a. Cooperation and Coordination. The County has designated (*Jeff Thompson*) to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and/or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at

http://www.orangecountync.gov/departments/purchasing_division/contracts.php. If County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of N/A (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

a. Indemnity. The Provider agrees to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.

b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.

c. Compensation After Termination.

i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider.

ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.

d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a

waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.

b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all anti-discrimination laws, rules, and regulations. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or

things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

h. Non-Appropriation. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County Attention: Jeff Thompson P.O. Box 8181 Hillsborough, NC 27278	Provider's Name & Address HH Architecture 520 South Harrington Street Raleigh, NC 27601

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

By: _____
Earl McKee, Chair Orange County Board of County Commissioners

PROVIDER:

By: _____
Kristen Hess
Printed Name and Title

ORANGE COUNTY—DEPARTMENT USE ONLY

Department

Party/Vendor Name: HH Architecture Party/Vendor Contact Person: Kristen Hess Contact Phone: 919-828-2301
Party/Vendor Address: 520 South Harrington Street City Raleigh State: NC Zip: 27601 Department: AMS
Amount: $344,300 Purpose: Design and Construction Administration of the Environment & Agriculture Center
Budget Code(s): 61370035-870000-10020 Vendor # N/A (N/A if new vendor) Vendor is a BOCC consultant?
Yes ☐ No☒ Contract Type: (Check one) New ☒ Renewal ☐ Amendment ☐ Effective Date 4/1/16
Approved by Board Yes☒ No☐ Agenda Date: 3/22/16

This agreement is approved as to technical form and content:

Department Director's Signature _____ Date: _____

Information Technologies

(*Applicable only to hardware/software purchases or related services*) This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer_____ Date: _____

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer_____ Date: _____

Financial Services

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Office of the Chief Financial Officer _____ Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____Date: _____

Clerk to the Board

Received for record retention:
All Docusign contracts must be copied to Donna Lloyd upon completion @ Dolloyd@orangecountync.gov

The following signature block is for hard copies only and is not required for Docusign contracts:

Office of the Clerk to the Board _____Date:_____

County of Orange
Financial Services Department – Purchasing Division

REQUEST FOR PROPOSAL #5212
Orange County Environment and Agriculture Center ("EAC")
August 18, 2015

Orange County (the "Owner") is inviting interested and qualified firms to submit statements of qualifications for professional architectural/engineering services for the design of a new Environment and Agriculture Center ("EAC") that will replace its aging facility located on Revere Road in Hillsborough, North Carolina.

The design may include adaptive re-use of portions of the existing structure depending upon the designer's concept, cost, and feasibility. The design may include a phased construction concept in order to allow the existing facility services to remain in place during the project. Firms must be licensed in the State of North Carolina and shall have extensive experience in the planning, design, and construction of consolidated Agriculture and Environment Service Centers. Firms shall have experience in working within the Construction Manager at Risk project delivery method should the County choose to employ this process.

The services solicited in this Request for Qualifications (RFQ) will include a full range of basic and specialty professional services as outlined in the scope of services.

Proposals must be received in the office of the Purchasing Agent, 200 S. Cameron Street, PO Box 8181, Hillsborough, NC 27278 no later than **5 pm (EST) September 10, 2015.**

I. Background

The current EAC facility is a re-purposed retail building built in 1960 that originally served as a grocery store. The facility has housed several County departments since being acquired in 1989. The facility has never been efficient in its construction, operation, and space utilization for the services it has delivered to this point, Attached is a current facility summary including the space plan and site aerial for the respondent's use.

The facility is anticipated to house several divisions of the Department of Environment, Agriculture, Parks & Recreation ("DEAPR"), the local Cooperative Extension Office, Soil & Water Services, the local Farm Services Agency, and the local Forestry Service operations office. The facility is also envisioned to house a large meeting facility and teaching kitchen as well as outdoor agriculture demonstration/teaching areas.

Facility Program

The design will include program development based upon needs analysis and space utilization exercise The selected designer will lead this process involving an appropriate stakeholder group assembled by the Owner.

II. SCOPE OF SERVICES

The selected firm shall be responsible for the program, schematic design, design development, construction documents, bidding assistance, and construction administration of a new EAC. The owner may choose to develop this project utilizing the Construction Manager at Risk delivery method. The firm will work with an Owner design committee which shall include but not be limited to the County Manager, Asset Management Services Director, and the Director of Environment, Agriculture, Parks & Recreation. The County Manager shall have final approval on all decisions relative to this project.

The firm shall be responsible for preparing and updating budget cost estimates in coordination with the owner for all phases of the project including such items as construction costs, site development, geo-technical analysis, furniture, fixtures & equipment, technology, professional fees, contingency costs and all other relative costs associated with the project. The firm shall also provide a timeline for implementation and completion of the project.

The firm shall be prepared to meet as required to receive input and/or provide updates.

The firm shall provide a computerized model of the final design, including elevations and selected floor plans for use in public presentations. The firm shall assist in the creation of print and multimedia items which will be used in marketing, and public awareness. The firm shall also provide electronic file as-builts of the project in a format mutually agreed to with the Owner.

III. SUBMISSION

A. Submittals: Submit five (5) hard copies (duplex printing on recycled paper), marked "New Orange County EAC" and one (1) electronic copy (single pdf file on thumb drive or CD) with firms name in the filename. Failure to submit the firm's response in a single pdf file could make the submittal non-responsive. Proposals must be received in the office of the Purchasing Agent, 200 S. Cameron Street, PO Box 8181, Hillsborough, NC 27278 no later than 5 pm (EST), September 10, 2015.

B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.

C. Mark outside of envelope with **RFQ No. 5212** and proposal subject, "Orange County Environment & Agriculture Center".

D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Purchasing Department personnel before the deadline indicated above. There is nothing in this RFQ that precludes the County from requesting additional information from firms at any time during the qualification process.

E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to

submit responses. The County of Orange reserves the right to waive any informality, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.

F. Qualification packages may be withdrawn by written request prior to submittal deadline.

IV. PREPARATION

A. Firms are to submit their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the firm's qualification package, or if the package fails to conform to the requirements of the RFQ, the County will be the sole judge as to whether that variance is significant enough to reject the firm's submittal.

B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. Orange County does not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. ***Brevity will be appreciated***. Submittals shall be limited to thirty (30) pages, double sided 8 ½ x 11 (fifteen sheets of paper), minimum 12 point font. Covers, dividers, affidavits and Responder's Certification Form do not count in the thirty (30) pages total.

C. Firms requiring clarification or interpretation of this RFQ shall make a written request, which shall reach the Orange County Purchasing Department no later than the date and time for submittal of written questions (see Section V, paragraph C).

D. Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be mailed or delivered to all who are known by the County Purchasing Department to have received a complete set of RFQ documents. It is the responsibility of the firm to ensure that all Addenda were received.

E. All submittals shall provide a straight forward, concise description of the firm's ability to satisfy the requirements of the RFQ.

F. Qualification packages (and copies) should be bound in a single volume where practical. All documentation submitted with the offer should be bound in that single volume.

G. In addition to the transmittal letter, the (included) Non-Collusion Affidavit and E-Verify Affidavit must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.

H. If any submittal includes comments over and above the specific information requested in this RFQ such comments must be included as a separate appendix.

I. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal and of any supplementary presentation (including any oral presentation) if requested by County.

J. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

V. GENERAL TERMS AND CONDITIONS

A. NON-COLLUSION AFFIDAVIT

Each qualification package must be accompanied by a *notarized* affidavit of non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

B. ADDENDA/CHANGES

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Orange County Purchasing Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

C. E-VERIFY

HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts "unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes." (Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit, and include it with your submittal.

D. QUESTIONS

Questions concerning this RFQ should be directed to:

Orange County Purchasing Department
David Cannell Purchasing Agent,
200 S Cameron Street, PO Box 8181,
Hillsborough, NC 27278;
(919) 245-2651 (v); 919-636-4913 (f)
dcannell@Orangecountync.gov (preferred method)

All questions pertaining to this RFQ must be submitted <u>in writing</u> no later than September 2, 2015 at 5:00 pm.

Only written questions will be considered formal. **Any information given by telephone will be considered informal**. Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFQ. Fax and e-mail messages will be treated as written questions.

E. PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

F. MINORITY BUSINESSES

The County of Orange encourages all businesses, including DBE, minority and women-owned businesses to respond to all Requests for Qualifications.

G. AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract, nor are any provisions contained herein to be binding of Orange County.

Award shall be made to the responsible firm whose qualifications are determined to be most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ.

A notice of contract award is anticipated no later than October, 2014. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firm.

The successful firm will be **required** to enter into the county's standard design consultant services agreement. A copy of the County's standard Agreement is attached.

G. SUBCONSULTANTS

If any sub-consultants will be used for the project, the successful firm shall provide to the Purchasing Agent a list of names of any of the intended sub-consultants, their applicable license number(s) and a description of the work to be performed by each sub-consultant.

The successful firm shall not substitute other sub-consultants without the written consent of the County.

The successful firm shall be responsible for all services performed by a sub-engineer as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any sub-engineer is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any sub-engineer and the County of Orange.

It shall be the successful firm's responsibility to ensure that all terms required in the attached contract that is executed are incorporated into all subcontracts.

H. **INSURANCE**

The successful respondent will be required to show proof of professional liability insurance in types and amounts satisfactory to the County. The County typically requires liability limits of at least $1,000,000 per occurrence with a $2,000,000 aggregate coverage. Exact limits would be determined during contract negotiations.

Respondents will also cite in their response, any and all claims that have been filed against the professional liability insurance carried by the respondent within the past ten years, regardless of the settlement disposition.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

In order to expedite the evaluation of proposals, each Respondent shall organize its qualification package in accordance with this section. Firms that do not follow the specified outline may be deemed non-responsive and may be disqualified from the evaluation process.

Section 1. Completed Responders' Certification Form and *notarized* Non-Collusion Affidavit

Section 2. Introduction: Firm name, address, telephone, fax number, contact person and e-mail address; year established and former firm names; Include names of principles of the firm and the states in which they are registered; and types of services for which the firm is qualified;

Section 3. Cover letter confirming that the elements of the RFQ have been reviewed and understood. The cover letter should be signed by an individual authorized to bind the firm contractually.

Section 4. Experience: Provide a statement of your understanding of the scope of work/services requested; specifically with regards to County Agricuture & Environment Service Centers Also include a brief discussion regarding your experience working with the various Federal, State and local agencies with whom you will work with in designing the most useful and effective facility.

Section 5. Project Team: List of staff members and resumes of those persons who will be assigned to work with the County on this project. Include an Organizational Chart but do not include resumes or list personnel who will not be assigned to this project. Also include the firm's commitment to keep the originally-assigned project team through project completion.

Section 6. Describe the firm's construction administration service delivery model.

Section 7. Orange County Government desires to utilize this construction project to enhance the local economy. Describe manner in which firm would encourage local construction companies' participation in this project.

Section 8: List of current ongoing projects. Include: Project start date; expected completion date; total project cost; your ability to devote staff resources to complete this project. Describe how other existing trips to the area could contribute to cost savings on the services sought within this RFQ.

Section 9: List and describe up to five (5) of your firm's previous experiences in the planning, design and construction of County Agriculture and Environment Service Center projects similar in nature to the one for which this Request for Qualifications is being sought

For each project listed, the information should include:

- Name and location of the project
- Brief description of the project
- Date the project was completed
- Name and telephone number of owner
- Name of the firm's project manager assigned to each listed project
- Original contract amount
- Number of change orders and total amount of change orders
- Total project cost (inclusive of change orders)

Section 10: Names of outside consultants (sub-consultants) who would be retained to provide services required for these projects. Provide a one-page synopsis for each consultant to include the following information:

- Individual's proposed role in the project
- A resume or brief description of the individual's previous experience as it relates to his/her role in the project
- For any proposed sub consultants, indicate how long your firm has worked with the sub-consultant on previous projects

Section 11: Firms willingness to affiliate with minority, woman-owned, or disadvantaged businesses.

Section 12: Demonstration of Quality Control and Assurance processes as stated above in Section VI.

Section 13: Letter disclosing any pending litigation or litigation within the last ten years

related to the firm' projects.

Section 14: Hourly billing rates charged by your firm each position type and reimbursable expenses.

Section 15: Firms willingness to sign Orange County Standard Contract Agreement for Design Consultant Services (copy attached**).**

VII. EVALUATION PROCESS:

Following the deadline for submittal of qualifications, a review of the submitted qualifications will be conducted by a selection committee established by the County Manager. The selection committee will review all submittals based on their response to the information requested. The committee shall then make a recommendation to the County Manager based on criteria established herein.

If desired, the selection committee may short list ~~a~~ number of qualified firms. The County reserves the discretion to determine the number of firms that will be on the short list. The County may engage in individual discussions with two or more firms deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if desired in the selection process. Such firms shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among the firm(s) deemed most qualified to provide the required services. At the discretion of the County, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the County, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

The County will negotiate a stipulated lump sum fee for basic services and a rate schedule to be utilized for additional services and contingent additional services with the most qualified firm at a compensation which is considered to be fair and reasonable to the County. These rates shall include all disciplines (example: architect, project manager, engineers, administrative staff, etc.). The rate schedule for additional services shall remain firm throughout project completion. In making this decision, the County will take into account the established value, general scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated.

Negotiations will then proceed with the remaining ranked firms in the same manner until an agreement is reached, unless it is determined by the committee that it is in the best interest of the County that the process be terminated or modified.

The County of Orange reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to

finalize a contract with one firm based on all information submitted in the written qualification submittal without further discussion or interviews.

VIII. SELECTION PROCESS

The included criteria may be used in the evaluation of qualification packages for development of a shortlist to be considered for potential negotiations. These criteria are not necessarily listed in order of importance.

- Firms qualifications and experience including location of offices and related staffing
- Firms understanding of the project objectives
- Previous work experience on similar projects and demonstrated experience in the design and construction of similar projects.
- Familiarity with construction in central counties which have unique soil and site requirements
- Demonstrated strategy to encourage local participation by the Orange County construction market
- Proposed staff, including sub-contracted professionals, proposed to perform the work
- Financial stability of the firm
- Demonstration of Quality Control: Demonstrated systematic approach to quality assurance and interdisciplinary coordinator methodologies throughout the various phases of design and construction administration.
- Demonstration of Cost Control: Demonstrated experience implementing cost saving measures that effectively maximized the utilization of funding from a variety of sources and minimized unnecessary expenses while achieving desired results.
- The ability of the consultant to begin work immediately and complete the projects in a timely manner.
- References: Evaluation of comments received from referenced previous clients

IX. CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any firm with any County representatives, other than the Purchasing Agent listed herein, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

By: David E. Cannell,
Purchasing Agent,
Orange County, North Carolina

RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Orange County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: _____

BY: (printed name)_____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Orange

Proposal Request No. 5212

_____, being first duly sworn, deposes and says that:

I. He/She is the _____ of _____, the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Orange or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

_____
Title

Subscribed and Sworn to Before Me,

This _____ day of _____, 20

Notary Public _____

My Commission Expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY
****

I, _____(the individual attesting below), being duly authorized by and on behalf of

_____ (the entity bidding on project hereinafter "Employer") after first being

duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

   a. YES _____, or

   b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2015.

_____
Signature of Affiant
Print or Type Name: _____

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 201__.

My Commission Expires:

_____ _____
Notary Public

(Affix Official/Notarial Seal)

ENVIRONMENT & AGRICULTURE CENTER

306 REVERE ROAD
HILLSBOROUGH
Ownership: Owned
Year Built: 1960
Year Added: 1985
Property Total (Est. Acres):3.84*
Gross Square Footage (Est.): 19,087

*Additional County facilities located on same parcel.

Building Notes:
Original grocery store and adjoining "green stamp" store. Complete renovation in 1987 for occupancy by County. Lighting upgrades 1998. Porch enclosed in 2000 to provide office space for then new Environment and Resource Conservation Department. Planning & Inspections and Environmental Health relocated to West Campus Office Building, November 2009.

Property Information:

Address:
306 REVERE ROAD
HILLSBOROUGH, 27278

PIN:
9864896332

Zoning District:
GENERAL COMMERCIAL

Insured Value:
$2,525,400.00

Occupants/Operators:

DEAPR
Cooperative Extension
Farm Service Agency
Soil & Water Conservation
FHA Inspections
Records Storage

Aerial View of Property and Building

ENVIRONMENT & AGRICULTURE CENTER

UTILITY COSTS & USAGE Period: 7/1/2013 - 6/30/2014

	Usage:	Costs:	$/ SQ. FT	Service Provider
Electricity (KWH):	171,746	$16,572.90	$0.87	Duke Energy
Water/Sewer (Gallons):	43,943	$821.51	$0.04	
Natural Gas (Therms):	4,538	$4,510.73	$0.24	PSNC
TOTAL:		**$21,905.14**	**$1.15**	

MAINTENANCE COSTS Period: 7/1/2013 - 6/30/2014

	Costs:	$/ SQ. FT
Maintenance & Repair Costs:	$8,476.08	$0.44

SERVICES:

Daily Cleaning Service:AMS
Building Maintenance :AMS

LIFE/SAFETY

Fire Alarm System	No
Intruder Alarm System	No
Sprinkler System	No
Emergency Generator	No

FLOOR/AREA:First Floor

Assignable Space
- DEAPR 3,420 SF
- Soil & Water 536 SF
- Farm Service Agency 1,355 SF

Assignable Space
- Coop Extension 4,649 SF
- Shared County storage 3,671 SF

Non-assignable Space
- Service areas 454 SF
- Circulation areas 2,432 SF
- Mech/Elec/Plumb/Voice/Data 113 SF

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

CONSULTING SERVICES AGREEMENT

[redacted]

ORANGE COUNTY

This Agreement, made and entered into this day of , 20 , ("Effective Date") by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and _____, (hereinafter, the "Consultant").

WITNESSETH:

That the County and Consultant, for the consideration herein named, do hereby agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1 Scope of Work

1.1.1 This Services Agreement ("Agreement") is for professional consulting services to be rendered by Consultant to County with respect to (insert type of project)

1.1.2 By executing this Agreement, the Consultant represents and agrees that Consultant is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

1.1.3 Time is of the essence with respect to this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 3 hereof. Compensation to the Consultant for Basic Services under this Agreement shall be as set forth herein.

ARTICLE 2 RESPONSIBILITIES OF THE CONSULTANT

2.1 Services to be Provided. The Consultant shall provide the County with all services required in Article 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

2.2. Standard of Care

2.2.1 The Consultant shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Consultant practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Consultant is solely responsible for the professional quality, accuracy and timely completion and submission of all reports, drawings, specifications, plans, documents and services (hereinafter "Deliverables") related to the Basic Services.

2.2.2 The Consultant shall be responsible for all errors or omissions, in the deliverables prepared by the Consultant.

2.2.3 The Consultant shall correct at no additional cost to the County any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in any Deliverables prepared by the Consultant.

2.2.4 The Consultant shall assure that all Deliverables prepared by it hereunder are in accordance with applicable laws, statutes, and that any necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the Project.

2.2.5 The Consultant shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.

2.2.6 Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant.

2.2.7 Consultant agrees that Consultant and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Consultant's services under this Agreement.

2.2.8 If activities related to the performance of this agreement require specific licenses, certifications, or related credentials Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

ARTICLE 3 BASIC SERVICES

3.1 Basic Services

3.1.1 The Consultant shall perform as Basic Services the work and services described herein and as specified in the County's "RFP Number for (the "RFP")" issued , 20 , which is fully incorporated and integrated herein by reference together with Attachments (designate all attachments).

3.1.2 The Basic Services will be performed by the Consultant in accordance with the following schedule: (Insert task list and milestone dates)

Task	Milestone Date
1.	
2.	

3.
4.
5.
6.
7.
8.
9.
10.

3.1.3 Should County reasonably determine that Consultant has not met the Milestone Dates established in Section 3.1.2 of this Article, County shall notify Consultant of the failure to meet the Milestone Date. The County, at its discretion may provide the Consultant seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Consultant cures the Breach. In the alternative, upon Consultant's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Consultant or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule County may immediately terminate this Agreement in writing without penalty or incurring further obligation to Consultant. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

ARTICLE 4 DURATION OF SERVICES

4.1 Scheduling of Services

4.1.1 The Consultant shall schedule and perform his activities in a timely manner so as to meet the Milestone Dates listed in Article 3.

4.1.2 Should the County determine that the Consultant is behind schedule, it may require the Consultant to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the County.

4.1.3 The Commencement Date for the Consultant's Basic Services shall be .

ARTICLE 5 COMPENSATION

5.1 Compensation for Basic Services

5.1.1 Compensation for Basic Services shall include all compensation due the Consultant from the County for all services under this Agreement except for any authorized Reimbursable Expenses which are defined herein. The maximum amount payable for Basic Services is Dollars ($). Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of the whole as Project milestones as set out in Section 3.1.2 are achieved. (*For example, if there are 10 Project Tasks with Milestone Dates then Consultant may invoice for the first 10% of the whole upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Consultant may invoice for the next 10% of the whole*.)

ARTICLE 6 RESPONSIBILITIES OF THE COUNTY

6.1 Cooperation and Coordination

6.1.1 The County has designated to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

6.1.2 The County shall be solely responsible for determining whether Consultant as satisfactorily completed Tasks associated with Milestone Dates. Upon County's written determination to Consultant that a Task has been satisfactorily completed by its accompanying Milestone Date Consultant may submit an invoice for payment. It is agreed that County shall not unreasonably withhold its determination of satisfactory completion of any Task. In the event, the amount of an invoice is disputed, County may withhold payment until the dispute is resolved by the parties. County may also withhold payment on an invoice until the satisfactory completion of a Task by Consultant.

ARTICLE 7 INSURANCE

7.1 General Requirements

7.1.1 The Consultant shall purchase and maintain and shall cause each of his Consultants to purchase and maintain, during the period of performance of this Agreement, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Consultant's employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Consultant or his agents, Consultants and employees.

7.1.2 The minimum insurance rating for any company insuring the Consultant shall be Best's A-. If the Consultant does not meet the insurance requirements, it is suggested that the County's Risk Manager be consulted prior to finalizing this Agreement.

7.2 Limits of Coverage

7.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
• Worker's Compensation	Limits for Coverage A - Statutory State of N.C. Coverage B - Employers Liability $500,000 each accident and policy limit and disease each employee
• Commercial General Liability	$1,000,000 Each Occurrence; $2,000,000 Aggregate.
• Automobile Liability	Combined Single Limit $500,000
• Professional Liability	NOTE: Insert coverage limits required by Risk Manager if applicable. _____

7.2.2 All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the County as an additional insured party. Evidence of such insurance shall be furnished to the County, together with evidence that each policy provides that the County shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage.

7.3 Indemnity

7.3.1 The Consultant agrees to indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Consultant to indemnify the County to the fullest extent permitted under North Carolina law.

ARTICLE 8 AMENDMENTS TO THE AGREEMENT

8.1 Changes in Basic Services

8.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Consultant. The Consultant shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

ARTICLE 9 TERMINATION

9.1 Termination for Convenience of the County

9.1.1 This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Consultant.

9.2 Other Termination

9.2.1 The Consultant may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Consultant shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.

9.3 Compensation After Termination

9.3.1 In the event of termination, the Consultant shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Consultant.

9.3.2 Should this Agreement be terminated, the Consultant shall deliver to the County within seven (7) days, at no additional cost, all Deliverables including any electronic data or files relating to the Project.

9.4 Waiver

9.4.1 The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Consultant with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

ARTICLE 10 ADDITIONAL PROVISIONS

10.1 Relationship of Parties

10.1.1 Consultant is an independent contractor of the County. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee or agent of the County. Consultant's personnel shall not be employees of, or have any contractual relationship with the County.

10.2 Limitation and Assignment

10.2.1 The County and the Consultant each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

10.3 Governing Law

10.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

10.4 Dispute Resolution

10.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such

suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

10.5 Extent of Agreement

10.5.1 This Agreement, together with the Request for Proposals together with attachments distributed by the County and the Consultant's submitted Proposal, all of which constitute the Contract Documents, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict among the terms of the Contract Documents, the priority of documents shall be This Agreement, the County's Request for Proposals, attachments to the County's Request for Proposals, and the Consultant's Proposal. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

10.6 Severability

10.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

10.7 Ownership of Deliverables

10.7.1 All Deliverables, together with all supporting materials, source documentation, data collected, field notes, and working drafts, developed in the performance of this Agreement shall become the property of the County and may be used on any other project without additional compensation to the Consultant. The use of the Deliverables by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

10.8 Non-Appropriation

10.8.1 Consultant acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Consultant of such limitation or change in County's legal authority.

10.9 Notices

10.9.1 Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Consultant's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

COUNTY: Orange County

_____
Frank W. Clfiton

CONSULTANT:

_____
Signature

This instrument has been approved as to technical content.

_____
, Department Director

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

_____
Office of the Finance Director

This instrument has been approved as to form and legal sufficiency.

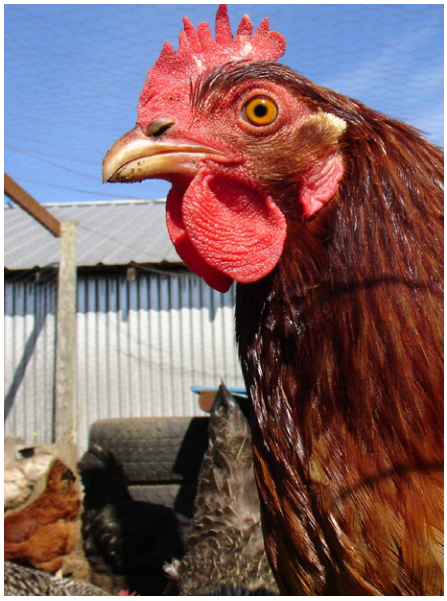
_____
Office of the County Attorney

HH ARCHITECTURE

NEW ORANGE COUNTY EAC

RFQ 5212

Architectural Services
Hillsborough, NC



Intelligent collaboration.
Responsible design.

September 10, 2015

RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Orange County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: HH Architecture, PA

BY: (printed name) Kristen M. Hess, AIA, LEED AP
President, Principal

SIGNATURE: _____

MAILING ADDRESS: 520 S. Harrington Street

CITY/STATE/ZIP CODE: Raleigh, NC 27601

TELEPHONE NUMBER: 919.828.2301

FAX NUMBER: 919.828.2303

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
1	9/3/2015	

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Orange

Proposal Request No. 5212

Kristen M. Hess, AIA, LEED AP, being first duly sworn, deposes and says that:

I. ~~He/~~She is the President of HH Architecture, PA, the proposer that has submitted the attached proposal;

2. ~~He/~~She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Orange or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature
President
Title

Subscribed and Sworn to Before Me,

This _____ day of _____, 20

Notary Public _____

My Commission Expires: _____

STATE OF NORTH CAROLINA

Orange County
Financial Services Department
ADDENDUM #1
September 3, 2015

RFP 5212
Orange County Environment and Agriculture Center ("EAC") Design

To all Vendors:

Modifications to bid documents for the above-named Request for Proposal are made as follows and shall be included in the proposed amount.

See page 2 for questions received with County's responses

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; dcannell@co.orange.nc.us / (919) 245-2651

Acknowledgement of receipt of this addendum shall be included with your submittal (page 1 only)

Company Name: HH Architecture, PA

By: _____

Date Received: 9/3/2015

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278
Telephones: Area Code 919-245-2651 Fax: 919-636-4913

AFFIDAVIT

ORANGE COUNTY
****

I, Kristen M. Hess, AIA (the individual attesting below), being duly authorized by and on behalf of HH Architecture, PA (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

   a. YES _____, or

   b. NO ✓

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2015.

_____
Signature of Affiant
Print or Type Name: Kristen M. Hess, AIA

State of North Carolina ~~Orange County~~ _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 201__.

My Commission Expires:

_____ _____
Notary Public

(Affix Official/Notarial Seal)

AFFIDAVIT

ORANGE COUNTY
****

I, Ashley Harris (the individual attesting below), being duly authorized by and on behalf of Stanford White, Inc (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES ✓, or

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 9 day of September, 2015.

Ashley Harris

Signature of Affiant
Print or Type Name: Ashley Harris

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the 9th

day of SEPTEMBER, 2015.

My Commission Expires:

08-02-2020

John M Sanita
Notary Public

(Affix Official/Notarial Seal)

JOHN M SANITA
Notary Public, North Carolina
Wake County
My Commission Expires
08-02-2020

AFFIDAVIT

ORANGE COUNTY
****

I, David W. Mykins (the individual attesting below), being duly authorized by and on behalf of Stroud, Pence & Associates (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO X

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 9th day of September, 2015.

Signature of Affiant

Print or Type Name: David W. Mykins

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the 9th

day of September, 2015.

My Commission Expires:

2/29/16 Angela N Almond

Notary Public

(Affix Official/Notarial Seal)

ANGELA N. ALMOND
COMMONWEALTH OF VIRGINIA
COMM. EXP. FEB 29 2016
REG# 7167550
NOTARY PUBLIC

AFFIDAVIT

ORANGE COUNTY
****

I, PHILLIP E. HOBBS (the individual attesting below), being duly authorized by and on behalf of ALFRED BENESCH & COMPONY (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO X

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 9TH day of SEPTEMBER, 2015.

Signature of Affiant
Print or Type Name: PHILLIP E. HOBBS

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the 9th

day of September, 2015.

My Commission Expires: 10/28/2018

Notary Public

(Affix Official/Notarial Seal)

PORCHA J. FULLER
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

INTRODUCTION

Contact Person & Information

HH Architecture is **dedicated to improving the built environment for communities and individuals alike.** Our Principal, Kristen M. Hess, AIA, will serve as the primary point of contact for design of the new Environment and Agriculture Center.

Kristen M. Hess, AIA, LEED AP
Principal
khess@hh-arch.com

520 S. Harrington Street
Raleigh, NC 27601
919.828.2301 tel
919.828.2303 fax
hh-arch.com

Firm History, Leadership, & Registration

Founded on June 17, 2005, HH Architecture has provided professional design services in North Carolina for over nine years. Kristen M. Hess, AIA, LEED AP founded HH Architecture and serves as our President and Principal.

Our firm and Kristen M. Hess, AIA are registered with the **North Carolina Board of Architecture:**

- HH Architecture, PA – #51670
- Kristen M. Hess, AIA, LEED AP – #9290

Types of Services

We have had the distinct pleasure to work with many public clients throughout North Carolina. Our **professional design services** include architecture, computer modeling, construction administration, cost management, facility assessment, interior design, master planning, programming, and rendering.

HH ARCHITECTURE

September 10, 2015

David Cannell, Purchasing Agent
Orange County
200 S. Cameron Street
Hillsborough, NC 27278

Re: RFQ 5212 **Orange County Environment and Agriculture Center**

Dear David Cannell,

HH Architecture would be delighted to assist you and your team with the design of the new Orange County Environment and Agriculture Center. We understand how vital this project will be as a landmark destination for businesses, staff, and community groups alike.

We have recruited a team of highly skilled professionals specifically for this project. Our consultant team includes Stanford White, Stroud Pence, and Alfred Benesch & Company. Our team has worked together repeatedly on projects for public clients. Additionally, HH Architecture, Stroud Pence, and Alfred Benesch & Company are currently designing a new Regional Agriculture and Convention Center for Wayne County and have been selected to design an Agri-Civic Center for Anson County. HH Architecture is recognized as a Historically Underutilized Business (HUB) by the State of North Carolina and is a Woman-Owned Business Enterprise (MWBE).

HH Architecture is well versed in designing agriculture facilities, auditoriums, meeting rooms, offices, multipurpose spaces, commercial kitchens, and classrooms. Many of our projects are intended to serve a wide range of business and community groups and are designed to be flexible, featuring large sub-dividable meeting rooms and multipurpose spaces for rentable income or classrooms. For several projects, we have produced renderings, preliminary designs, and supporting information for use during fundraising campaigns and grant applications.

We have received and understand the Request for Proposals for this project and would be honored to collaborate with you and your team on the new Orange County Environment and Agriculture Center.

Sincerely,

Kristen M. Hess, AIA, LEED AP
President, Principal

EXPERIENCE

Understanding & Approach

It is our understanding that Orange County is seeking the design of a new Environment and Agriculture Center to replace the existing facilities. The existing structure may be adapted for use as a part of the new center. Phased construction may be required to allow for Owner occupancy. This center will support several agricultural businesses as well as providing meeting spaces for community organizations and areas for environmental education programs.

Our approach begins with collaboration. Our team will work closely with the client and stakeholders to understand the specific needs of this center and determine how we can design the most effective solution to fit your goals, budget, and schedule. We look forward to designing an efficient working environment for Orange County businesses and individuals alike.

Agriculture, Plant Sciences, & Forestry Facilities

Our team has extensive experience with agriculture, plant sciences, and forestry buildings, and have enjoyed working with public agencies on similar projects. HH Architecture, along with our team members Stroud Pence and Alfred Benesch & Company, are currently designing the new **Wayne County Regional Agriculture and Convention Center.** We have recently been selected to design an **Agri-Civic Center for Anson County.**

HH Architecture designed the Governor James G. Martin building, a guest services facility for the State Fair to serve as a **flexible meeting space, exhibit space, and rental hall** for the North Carolina Department of Agriculture and Consumer Services. Our design of the Old Health Building for the same client included reconfiguration of the **seed examination and purity lab,** germination lab, and evaluation lab and renovation of offices for the **Plant Industries and Soil and Water** departments. We

have completed facility assessments and master plans for the North Carolina State Fairgrounds and DuPont State Recreational Forest.

HH Architecture recently completed a study analyzing the needs and requirements for the **USDA Southern Research Station's Forestry Science Laboratory.** This study encompassed four departments, including their office and research facilities, and required compliance with USDA and Federal space standards. The study includes recommendations for their two office locations in the Triangle area.

Environmental Education Centers

A recent environmental education center project is our design for the AWL Education Center at Wilkerson Nature Preserve Park. This former residence was transformed into an educational environment with spaces for exhibits and indoor and outdoor classrooms. In addition, we have begun design on a new Nature Center with live animal exhibits for Lee County. Our expansion of the Polar Bear exhibit at the North Carolina Zoological Park offers visitors two new unique educational experiences, a simulated "ice cave" and an interpretive pavilion. The Dairy Museum for North Carolina State University offers spaces for dairy education programs. Many of our facilities feature large multipurpose spaces that can be utilized for a variety of educational programs and rental area.

Federal, North Carolina, and Local Agencies

Our familiarity working with public agencies across North Carolina, including Federal, State, and local agencies, means we understand how to communicate design goals effectively and on a regular basis. We understand the importance of conducting the design and construction process efficiently and ensuring project completion on time. We look forward to creating **welcoming, healthy spaces that embody the quality of services provided by Orange County** on a daily basis.

TEAM ORGANIZATION & COMMITMENT

Our team and the personnel featured in this proposal are committed to working on the Environment and Agriculture Center through the project's completion. We are well suited to collaborate with you and your team on this project. **Together, our team will design a center that embodies the values of the community and looks toward Orange County's future.**

Orange County

HH Architecture

Project Lead
Architecture

HUB and MWBE Firm

Kristen M. Hess, AIA, LEED AP
Principal

Siler Ransmeier, AIA
Architect

Caroline Davenport, NCIDQ, IIDA, LEED AP ID+C
Interior Designer

Stanford White

Mechanical, Electrical, and Plumbing Engineering

Adam F. Spach, PE, LEED AP
Associate, Mechanical Engineer

Matthew J. Johnson, PE
Associate, Electrical Engineer

Stroud Pence

Structural Engineering

Anna E. Lynch, PE
Principal, Branch Manager

Collette B. Ramirez, PE
Structural Engineer

Alfred Benesch & Company

Landscape Architecture and Civil Engineering

Derek Church Williams, PLA
Vice President, Senior Project Manager

Jeff A. Ashbaugh, PLA
Senior Project Manager, Landscape Architect

HH ARCHITECTURE

HH ARCHITECTURE

Project Lead, Architecture, Interior Design
HUB | MWBE

For More Information

Kristen M. Hess, AIA, LEED AP
khess@hh-arch.com
919.828.2301 tel, hh-arch.com
520 S. Harrington Street
Raleigh, NC 27601

HH Architecture is a full service design firm focused on creating spaces that promote **learning, wellness, and recreation.** We are committed to improving communities through conscientious, responsible design. Each venture is a shared investment between owner, designer, and builder to create a successful project that will **positively impact the community and individual long after the process is complete.**

Kristen M. Hess, AIA, LEED AP

Principal

- Regional Agriculture and Conference Center, *Wayne County*
- Governor James G. Martin Building, North Carolina State Fairgrounds Master Plan, *North Carolina Department of Agriculture and Consumer Services*

Registration & Education

- Registered Architect, NC Board of Architecture, 2002
- North Carolina State University, Bachelor of Architecture, 1997

Siler Ransmeier, AIA

Architect

- DuPont State Forest Master Plan, *North Carolina Department of Agriculture and Consumer Services*
- Polar Bear Exhibit Expansion and Renovation, *NC DENR, North Carolina Zoological Park*
- Dairy Museum, *North Carolina State University*

Registration & Education

- Registered Architect, North Carolina Board of Architecture, 2015
- North Carolina State University, Master of Architecture, 2009; Bachelor of Science in Civil Engineering, 2003

Caroline Davenport, Associate IIDA, LEED AP ID+C

Interior Designer

- RTP Research Work Unit Space Analysis, *USDA Forest Service*
- Old Health Soil and Water Office Renovation, *North Carolina Department of Agriculture and Consumer Services*

Qualifications & Education

- NCIDQ, 2014
- Virginia Commonwealth University, Master of Fine Arts in Interior Environments, 2008
- UNC Chapel Hill, Bachelor of Arts in Asian Studies, 2000

CONSTRUCTION ADMINISTRATION

Our project managers have sole responsibility for construction administration, ensuring smooth coordination as the project develops. Our management skill has been a strength that our clients have greatly appreciated, and affirms our dedication to customer service.

We have worked with a variety of construction delivery methods on our projects, including design-bid-build, design-build, and design-build bridging. Several of our projects have involved Construction Management at Risk.

LOCAL ECONOMY

We will seek out **opportunities to benefit the local economy** in any way that we can by inviting local contractors to bid the job as well as advertising in community newspapers and posting the project on local construction databases.

CURRENT PROJECTS

During the next twelve months, HH Architecture has nine public projects of note in various stages of design and construction. Four of these will be completed this year. **We have the time, resources, and staff to ensure the Environment and Agriculture Center project runs smoothly.**

HH Architecture is based in the Triangle, allowing quick access to Orange County offices and the Revere Road project site in Hillsborough.

Project	Est. Construction Cost	Est. Completion Date	Phase
Building 10 Renovation, *North Carolina Department of Public Safety*	$1,035,000	Summer 2015	CA
Ricks Hall Renovation, *North Carolina State University*	$2,500,000	Fall 2015	CA
Student Center Renovation , *Fayetteville Technical Community College*	$3,600,000	July 2015	CA
Dairy Museum, *North Carolina State University*	$500,000	Fall 2015	CA
Old Health Building Soil and Water Office Renovation, *NC Department of Agriculture and Consumer Services*	$800,000	March 2016	CD
Visitor Center Renovations, *North Carolina Department of Cultural Resources*	$1,000,000	July 2016	CD
W.A. Foster Recreation Center, *City of Goldsboro*	$5,000,000	2016	CD
Regional Agriculture and Convention Center, *Wayne County*	$13,700,000	2015 – design	SD
San-Lee Park Nature Center, *Lee County*	In design	Winter 2017	SD/DD

PROJECT EXPERIENCE

With our team's background in designing agricultural, research, and multipurpose facilities, we are well suited to collaborate with you and your team on the new Environment and Agriculture Center. Together, we will design a center that embodies the values of area businesses and community groups, and looks towards Orange County's future.

Agriculture, Plant Sciences, & Forestry Facilities

We are currently designing the Wayne County Regional Agriculture and Convention Center and were recently selected to design the Anson County Agri-Civic center.

- Regional Agriculture and Convention Center
  Wayne County
- Old Health Soil and Water Office Renovation
  Old Health Seed Labs and Plant Industries Renovation
  Heritage Circle Tobacco Shed
  Governor James G . Martin Building
  DuPont State Forest Master Plan
  State Fairgrounds Master Plan
  Commercial and Education Building Assessment
  State Fairgrounds Agriculture Museum Study
  NC Department of Agriculture and Consumer Services
- RTP Forestry Science Laboratory Work Units Space Study
  USDA Forest Service

Environmental & Animal Education Centers

- San-Lee Park Nature Center
  Lee County
- AWL Education Center at Wilkerson Nature Preserve Park
  City of Raleigh Parks, Recreation, & Cultural Resources
- Ray's Mill Pond Park and Nature Education Center Study
  Town of Aberdeen
- Polar Bear Exhibit Expansion and Renovation
  NC DENR, North Carolina Zoological Park
- Dairy Museum
  North Carolina State University

STATE HIGHWAY PATROL TRAINING FACILITY

North Carolina Department of Administration
Raleigh, NC

Relevance

Multipurpose and office spaces, large lobby

Size

95,000 SF, 5 new buildings

Completion Date

2012 construction documents

Owner Contact

David Bazemore
Equipment Superintendent,
State Highway Patrol
Logistics Unit
david.bazemore@ncdps.gov
919.733.7956 tel

Project Manager & Repeat Teaming

HH Architecture
Kristen M. Hess, AIA, LEED AP
Siler Ransmeier, AIA

Stanford White

Change Orders

Not applicable—construction not funded

Construction Cost

$22,000,000 estimated

The campus for the North Carolina State Highway Patrol's Training Facility currently occupies 10 buildings on an area of 33 acres in South Raleigh. As part of our programming for this project, we generated a **campus master plan that respects the existing buildings** while offering a fresh identity and much needed training spaces. In addition, our master plan evaluated the campus physical training courses and a track.

After completing the programming and master plan phase, we developed design documents for the construction of **five new buildings,** a 36,000 square foot classroom building with offices, a medical clinic, and a museum; two dormitories; a data center; and an armory. The new buildings are oriented to create a stronger street presence and **new campus entrance or "front door" to the complex.** The new entrance will enhance the operations of the campus by separating vehicular traffic from the neighboring State Bureau of Investigation facilities.

REGIONAL AGRICULTURE & CONVENTION CENTER

Wayne County
Goldsboro, NC

We are assisting Wayne County with conceptual design of a new agricultural research center intended to house multiple agencies, including the Cooperative Extension Service, Natural Resources Conservation Service, and USDA Farm Service Agency. The building will include **a large 9,700 square foot convention center, classroom, meeting, and office space** available for use by a variety of agriculture, agribusiness, and community organizations.

HH Architecture is providing a design criteria package and renderings to Wayne County for use in fund raising. The design criteria package can be used as a basis for moving forward with the project under the design-build-bridge project delivery system.

Relevance

Agriculture Center
Convention, office, and multipurpose spaces

Size

50,000 SF estimated

Completion Date

2015 estimated – conceptual design

Owner Contact

George Wood
Wayne County Manager
george.wood@waynegov.com
919.731.1435 tel

Project Manager & Repeat Teaming

HH Architecture
Kristen M. Hess, AIA, LEED AP
Siler Ransmeier, AIA
Caroline Davenport, NCIDQ, IIDA

Stroud Pence

Alfred Benesch & Company

Change Orders

Not applicable—project is in conceptual design

Construction Cost

$13,700,000 estimated

GENERAL CLASSROOM RENOVATION

Fayetteville Technical Community College
Fayetteville, NC

Relevance

Large multipurpose, office, and classroom spaces

Size

72,818 SF

Completion Date

2012

Owner Contact

Joe Levister
Vice President for Administrative Services
910.678.8327 tel
levistej@faytechcc.edu

Project Manager & Repeat Teaming

HH Architecture
Kristen M. Hess, AIA, LEED AP

Stroud Pence

Change Orders

26 change orders
$134,424 – Non-Owner initiated change orders

Construction Cost

Estimated – $11,100,000
Actual – $9,250,788

Transforming an old "big box" retail store into a **dynamic gateway for an expanding college campus** is just the kind of challenge that excites us. After completing master planning for the surrounding site, HH Architecture developed a design that reuses the existing structure from a decommissioned retail building and transforms it into a new classroom building, with a **campus bookstore, classroom spaces, computer labs, and offices.**

We added green features including a rainwater collection system, combined thermal and air barrier continuous insulation system, and day-lighting.

Our **"classroom of the future" model rethinks traditional classrooms and allows greater interaction** with professors by introducing instructional technology and variable lighting into the classroom. This new classroom type not only accommodates changing styles of instruction, it facilitates greater outreach by opening up new possibilities in distance learning.

ANNIE LOUISE WILKERSON, MD NATURE PRESERVE PARK

City of Raleigh Parks, Recreation, & Cultural Resources
Raleigh, NC

Phase II, AWL Education Center

We have worked several times to serve the unique goals of this 155 acre tract of land, donated by esteemed Raleigh obstetrician Dr. Annie Louise Wilkerson to the City of Raleigh. We first completed a study documenting existing structures on the site, including two houses, barns, and other accessory storage structures. Our evaluations were provided for code compliance and future upgrades to transform the site into a **nature preserve and educational facility.**

Working as part of landscape architect CLH Design's site master plan team during Phase I, we developed a vision to create an **educational experience that respects and showcases the natural environment.** An existing residence was renovated to serve as the Park Office, with a new roof structure to bring in more natural light. The large picnic shelter and comfort station are located nearby.

Dr. Wilkerson's former residence was transformed during Phase II into the **AWL Education Center,** a visitor center featuring additional spaces for exhibits and classrooms. Materials that evoke and come from nature were used to reflect the surrounding environment. This project is currently **pursuing a LEED Silver certification.**

Relevance

Multipurpose spaces
Environmental education
Pursuing LEED Silver

Size

12,020 SF, three buildings
155 acre campus

Completion Date

2007 – Facilities Assessment
2011 – Phase I
2014 – Phase II

Owner Contact

Lora Greco – Phase II
lora.greco@raleighnc.gov
919.996.4771 tel

Stephen Bentley – Study & Phase I
stephen.bentley@raleighnc.gov
919.996.4784 tel

Project Manager & Repeat Teaming

HH Architecture
Project Lead – Study & Ph. II
Kristen M. Hess, AIA, LEED AP

Stroud Pence
Study & Phase I

Change Orders

7 change orders
-$39,197 (credit) – Non-Owner initiated change orders

Construction Cost

$3,800,000 – Phase I
$2,055,532 – Phase II

FIVE POINTS CENTER

City of Raleigh Parks, Recreation, & Cultural Resources
Raleigh, NC

Relevance
LEED Gold
Multipurpose space with operable partitions
Community center

Size
19,970 SF

Completion Date
2012

Owner Contact
Stephen Bentley
stephen.bentley@raleighnc.gov
919.996.4784 tel

Project Manager & Repeat Teaming
HH Architecture
Kristen M. Hess, AIA, LEED AP

Stroud Pence

Change Orders
$118,185 total change orders (Owner-initiated, design team, & unforeseen conditions)

Change order % of construction cost:
1.15% – design team
0.14% – unforeseen conditions

Construction Cost
$4,810,000

Located adjacent to an existing 1920s facility, Raleigh's new Five Points Center for Active Adults at Whitaker Mill Road has been designed to **respect the character of the existing building and the historic context.** As part of the process to make this project a reality, our office coordinated with the City of Raleigh's Historic Districts Commission.

The design includes welcoming public spaces with durable finishes as well as a bus drop off to make the facility accessible to all patrons. **We conducted several public meetings and worked closely with Resources for Seniors** to ensure that this facility is tailored to the unique needs of the vibrant clientele. The center features daylit interior spaces to cut down on glare, an easy to navigate floor plan, and warm and inviting spaces.

Included in the center is a commercial kitchen for serving Meals on Wheels patrons, a café area for snacks, sandwiches and coffee, a staff and volunteer kitchen for events and demonstrations, and fitness, art, and game rooms. A 4,000 square foot **dining and multipurpose space with operable partitions** is available for dining or public events. This center has achieved **LEED Gold certification** through the US Green Building Council.

CONSULTANTS

HH Architecture's management style is client-focused, and has remained a strength of our firm since its incorporation and founding. **We choose our consultants based on this same philosophy, to ensure exemplary service on each project.**

Our consultant team includes **Stanford White** for mechanical, electrical, and plumbing engineering; **Stroud Pence** for structural engineering, and **Alfred Benesch & Company** for civil engineering and landscape architecture. Our team's experience designing agriculture, environmental educational, and office spaces makes us uniquely qualified to create a flexible, highly functional Environment and Agriculture Center to serve Orange County, agriculture groups, area businesses, and community organizations. Qualifications for our consultants are included on the following pages.

STANFORD WHITE

Mechanical, Electrical, and Plumbing Engineering

For More Information

1620 Midtown Place
Raleigh, NC 27609
919.832.8118 tel

Stanford White is a **mechanical, electrical, and plumbing engineering** firm, which specializes in providing engineering services to state agencies, municipalities, universities, colleges, government agencies, school systems and hospitals. At Stanford White, the **quality of our service** is a direct result of the experience of our staff, combined with our management philosophy of continuous improvement.

Agriculture Experience

- Agricultural Center, *Chowan County*
- Net Zero Greenhouse, *Alamance Community College*
- Advanced & Emerging Technologies Center, *Cape Fear Community College*
- Biological Sciences Building, *Duke University*
- Webb Hall, *NC A&T State University*
- Piedmont Triad Farmer's Market, Commercial and Education Building, Rollins Laboratory, Vernon James Research Center, *NC Department of Agriculture & Consumer Services*
- Dairy Barn & Museum, Transgenic Greenhouse, *NC State University*

Adam F. Spach, PE, LEED AP

Associate, Mechanical Engineer

Mr. Spach has worked in the consulting engineering industry since 2001. His focus is sustainable mechanical design. Mr. Spach specializes in providing competent, cost effective engineering services for new construction and renovation of educational, commercial, recreational, research and healthcare facilities.

Registration & Education

Registered Professional Engineer: NC #32580
Alfred University, Bachelor of Science, 2000, Mechanical Engineering, Computer Science concentration

Matthew J. Johnson, PE

Associate, Electrical Engineer

Mr. Johnson has worked in the engineering industry since 2004. He specializes in providing comprehensive electrical engineering project design services. Mr. Johnson's experience includes new construction and renovation of educational, government, aviation, commercial, athletic and military facilities.

Registration & Education

Registered Professional Engineer: AZ, NC #39503
Oregon State University, Bachelor of Science, Electrical Engineering, 2002

STROUD PENCE

Structural Engineering

Stroud Pence offers design and construction administration services in the field of **structural engineering.** Other services include investigations of structural failures or accidents, feasibility studies, and design of special structures and foundations. We have been responsible for the design of buildings and other structures at a rate of over $800 million in construction value per year. We have a **proven track record of successful structural designs for nearly every conceivable building type** over the last 40 years.

For More Information

4904 Professional Ct, Ste 200
Raleigh, NC 27609
919.782.1833 tel

Relevant Experience

- Wayne County Agriculture Center, Goldsboro, NC
- USDA Forest Science and Assessment Center, Research Triangle Park, NC
- US Citizenship & Immigration Services Building, Greer, SC
- Department of Environmental Protection Headquarters Building, Charleston, WV
- West Virginia State Office Consolidation Building – Department of Social Services, Huntington, WV
- Granville County Department of Social Services, Oxford, NC
- Finance Building, Richmond, VA

Anna E. Lynch, PE

Principal, Branch Manager, Quality Control Officer

- Dennis A. Wicker Civic Center Addition and Renovation, Central Carolina Community College
- Wayne County Agriculture Center
- Holton Career and Resource Center
- SAS Building C / Conference Center
- Wake Forest Town Hall

Registration & Education

Professional Engineering Registration, NC #35055
North Carolina State University, Master of Engineering, Civil Engineering, 2009
University of Wyoming, Bachelor of Science, Architectural Engineering, 2003

Collette B. Ramirez, PE

Structural Engineer

- Ricks Hall Bioinformatics Building Renovation, North Carolina State University
- Waccamaw District Park
- Alamance Battleground & Reed Gold Mine Visitor Center Renovations
- Emergency Services Training Center, Central Carolina Community College

Registration & Education

Professional Engineering Registration, NC #038706
Bachelor of Science, Meteorology, Minors: Mathematics & Physics, Florida State University, Tallahassee, FL, 2004

ALFRED BENESCH & COMPANY

Civil Engineering, Landscape Architecture

For More Information

2320 W. Morehead Street
Charlotte, NC 28208
704.521.9880 tel

Alfred Benesch & Company (Benesch) provides **comprehensive infrastructure solutions** for public and private projects. Our multi-disciplined staff includes engineers, planners, landscape architects, environmental scientists, construction managers, geotechnical specialists and more. Since 1946, Benesch has successfully completed thousands of design and engineering projects throughout the United States.

Relevant Experience with HH Architecture

- Wayne County Agricultural Research Center, *Wayne County*
- Waccamaw District Park, *Brunswick County Parks & Recreation*
- Mina Weil Park Master Plan, *City of Goldsboro Parks and Recreation Department*

Derek Church Williams, PLA

Vice President Senior Project Manager

Mr. Williams has over thirty-eight years experience in the field of landscape architecture and park planning.

- Halifax County Comprehensive Parks & Recreation Plan
- Westchester Park Master Plan
- Herman Park Master Plan

Registration and Education

Landscape Architecture: NC #362, SC #336
Masters in Landscape Architecture, Minor in Recreation and Park Administration, North Carolina State University
Bachelor of Science, Recreation and Park Administration, North Carolina State University

Jeff A. Ashbaugh, PLA

Senior Project Manager, Landscape Architect

Mr. Ashbaugh has over twenty-four years experience in landscape architecture in both the public and private sector.

- Currituck Community Park
- W.A. Foster Recreation Center at Mina Weil Park
- Wayne County Agricultural Research Center
- Village Park Improvements

Registration and Education

Professional Landscape Architect: NC #943
Bachelor of Landscape Architecture, University of Georgia

MINORITY BUSINESS PARTICIPATION PLAN

Designations

HH Architecture is recognized as a Historically Underutilized Business (HUB) by the State of North Carolina, a Small Disadvantaged Business Enterprise (SDBE) by the City of Durham, a Disadvantaged Business Enterprise (DBE) by the North Carolina Department of Transportation, and is a Woman-Owned Business Enterprise (MWBE).

HUB & MWBE Participation

We seek out opportunities to work with other minority or woman-owned business enterprises, both during design and construction. Our process for soliciting participation by minority or woman-owned businesses for construction projects includes searching the latest database from the HUB office, contacting MWBE firms to make them aware of the project opportunity, providing access to project descriptions and plans, and requesting bids from interested firms.

Minority Participation During Construction

80% Spencer Hall Crawl Space Soil Abatement and Encapsulation
10% Spencer Hall Renovation
25% Curry Building Renovation
University of North Carolina at Greensboro

13% Ricks Hall Renovation
16% Dairy Museum Renovation
28% Early College High School Cherry Building Renovation
North Carolina State University

39% Wilkerson Nature Preserve Park Phase II, AWL Education Center
25% Sanderford Road Center
16% Five Points Center for Active Adults
15% Anne Gordon Center for Active Adults
City of Raleigh Parks, Recreation, and Cultural Resources

10% Governor James G. Martin Building
North Carolina Department of Agriculture and Consumer Services

25% Student Center Renovation
Fayetteville Technical Community College

31% Student Services Renovation
Wake Technical Community College

14% Polar Bear Exhibit Expansion and Renovation
North Carolina Department of Environment and Natural Resources

13% Local Storage Sheds, Edgecombe County
10% Local Storage Sheds, Sampson County
North Carolina Department of Transportation

QUALITY CONTROL & ASSURANCE

HH Architecture utilizes review guidelines for each phase of the design process to assist our project manager in identifying critical items and ensuring a well-coordinated design with our consultants. In addition, documents at each phase are reviewed by senior staff, providing a fresh perspective on the project and ensuring a high quality design. Our management skill has been a strength that our clients have greatly appreciated, and affirms our dedication to customer service.

520 S. HARRINGTON STREET RALEIGH, NORTH CAROLINA 27601
919 828-2301 TEL 919 828-2303 FAX HH-ARCH.COM

HH ARCHITECTURE

September 10, 2015

David Cannell, Purchasing Agent
Orange County
200 S. Cameron Street
Hillsborough, NC 27278

Re: Legal & Technical Statement

Dear David Cannell,

We have not had legal or technical issues with any projects at HH Architecture or at any of the previous firms in which we have worked.

Sincerely,

Kristen M. Hess

Kristen M. Hess, AIA, LEED AP
Principal

HOURLY BILLING RATES

We look forward to meeting with you to finalizing the project scope, milestones, and schedule. HH Architecture will negotiate a lump sum fee for our services. The hourly fee schedule for HH Architecture and our consultant team, as well as a list of additional and reimbursable expense categories are included below.

HH Architecture

These hourly rates are in effect through December 31, 2015. A five percent increase is anticipated per year.

- Architectural – Principal $144
- Architectural – Senior $129
- Architectural – Project Manager $122
- Architectural – Designer $119
- Interior Designer $117
- Architectural – Intern $112
- Administrative Support $90

Stanford White

- Principal $175
- Senior Engineer $175
- Project Engineer (PE) $135
- Project Designer or Construction Observer $115
- Technical $95
- Clerical $65

Alfred Benesch & Company

- Project Principal $168
- Senior Project Manager $147
- Landscape Designer I $65
- Project Engineer II $93

Stroud Pence

• Senior Principal	$205
• Principal or Branch Manager	$150
• Associate or Sr. Project Engineer	$120
• Senior Structural Investigator	$115
• CAD Manager	$110
• Project Engineer	$100
• Structural Engineer	$90
• Sr. Construction Inspector	$85
• Senior Designer	$80
• Structural Investigator	$75
• Designer	$70
• Construction Inspector	$65
• CAD Technician	$55
• Clerical	$45

Additional Services & Reimbursable Expenses

Additional architectural services are to be billed hourly as listed above.

Additional consultant services are to be billed with a multiplier of 1.25 times the direct expense.

The cost of printing, plan review fees, and special postage and handling are considered reimbursable expenses and are to be billed with a multiplier of 1.25 times the direct cost.

CONTRACT AGREEMENT

HH Architecture looks forward to meeting with you to finalize the scope of services and the project schedule. We are willing to negotiate and sign a Contract Agreement with Orange County.

520 S. HARRINGTON STREET RALEIGH, NORTH CAROLINA 27601
919 828-2301 TEL 919 828-2303 FAX HH-ARCH.COM

HH ARCHITECTURE

March 1, 2016

Jeffrey E. Thompson
Director, Asset Management Services
Orange County Government
131 West Margaret Lane, Suite 300
PO Box 8181
Hillsborough, NC 27278

Sent via email to: jethompson@orangecountync.gov

Re: **Orange County Environment and Agriculture Center**
HH Project #: 15-082

Dear Jeff,

HH Architecture is pleased to present this proposal for the design of the new Orange County Environment and Agriculture Center.

1. Scope:

We propose to include architectural and engineering services for the design of a new Environment and Agriculture Center (EAC) that will replace the current facility located at 306 Revere Road, Hillsborough, NC. The new facility will be located on the same site as the existing facility.

The facility will include divisions of the Department of Environment, Agriculture, Parks & Recreation (DEAPR), the local Cooperative Extension Office, Soil and Water Services, the local Farm Services Agency, and the local Forestry Service operations office. The facility will also include meeting spaces, a demonstration kitchen, and outdoor demonstration areas. The existing building is currently approximately 17,000 square feet. The new facility is anticipated to become more efficient and therefore is planned to be an approximately 13,000 sf single-story building.

The construction budget is set at approximately $3,047,000.

For this project, the Owner intends not to pursue a Triangle J High Performance rated building, but rather utilize the Triangle J High Performance Guidelines (v1.0, 2001) as a guideline only, and shall in no way imply that actual Triangle J points or any level of Triangle J certification process are being pursued. Because no level of actual Triangle J certification is being pursued, documentation procedures are not included as a part of the consultant's work.

Preliminary Study Scope

In this preliminary study phase, the design team will consider options to replace the existing structure with a new structure, or to use a partial adaptive re-use of the existing facility. This phase has been proposed in order to evaluate the owner provided facility assessments and to make recommendations on the feasibility of new construction versus renovation. Phased and occupied construction is being considered for either option.

- Orange County will provide structural assessments, geotechnical reports, environmental and hazardous materials reports, roofing assessments, flow tests, and a site survey by early January 2016.
- Design team will:
    - Validate and evaluate the owner provided program
    - Meet with stakeholders
    - Evaluate option of adaptive reuse versus teardown
- Deliverables include:
    - Rough cost opinions for both adaptive reuse and teardown scenarios
    - Conceptual plans for both adaptive reuse and teardown scenarios

Basic Design Scope

At the conclusion of the preliminary study phase, the Owner will make a decision as to whether they wish to renovate the existing facility or tear it down and build new. Once that decision has been made, the Design Team will proceed with the design of the chosen option.

The scope of work for each discipline is as follows:

- Architectural design includes:
    - Overall leader of the project
    - Conduct meetings with Owner and stakeholders
    - Provide design alternatives and assist with recommendations
    - Provide code summary and compliance
    - Coordinate all disciplines of design
    - Present work at each of the phases listed in section 4
    - Secure approvals from all AHJs
    - Assist with questions
    - Provide cost estimates at each phase
    - Assist with bidding
    - Oversee construction
    - Oversee closeout

- Site/Civil design includes:
    - Contact local permitting agencies to confirm code requirements for all site development
    - Provide the following:
        - Renovation Scenario
            - Assumes simple phased renovation of the existing building with no increased building area
        - New Construction Scenario
            - Assumes phased construction with the ultimate building conforming to current zoning requirements for building setbacks

- For both scenarios:
    - The project will require no substantial change in parking and driveway extents or configurations, nor addition of any landscape islands
    - Pavement overlay or other pavement remediation will be included as needed
    - Impervious surface area on the site will not be increased, but a detailed accounting of impervious areas will be required
    - Stormwater runoff patterns will not be changed on the site
    - No documentation or design work will be required related to perimeter buffers, for any new plantings, fences, or screens
    - No tree survey or inventory of existing vegetation will be required
    - No substantial change to the building's sanitary sewer or potable water services, nor any new grease trap, will be required
    - No new solid waste management facilities will be provided
    - No new sidewalk will be provided along or to any public street
    - A fire protection sprinkler supply main will be extended to the building from the existing water main on east side of property
    - No NCDOT review will be required
    - Engineer's work will include necessary coordination and approvals to secure a Zoning Compliance Permit from the Town of Hillsborough for the project, based on staff-level administrative reviews only
    - Technical specifications for sitework will be included on Engineer's drawings in Engineer's standard format
    - Engineer will not take the lead on preparing the Solid Waste Management Plan for the project, but will assist with site-related aspects of this document as needed
    - Project phasing information will be indicated on a single unified set of Site Plan documents and a single unified set of Construction Drawing documents. Separate phase-by-phase documents and review processes will not be required
    - Stormwater analysis and design is limited to surface collection and roof drainage. Anything beyond this scope would require additional fees (i.e. treatment, management, ponds, rain gardens, easements, etc.)

- Plumbing design includes:
    - Domestic Water System Design within and beneath the extents of the building
    - Sanitary waste system design within and beneath the extents of the building
    - Roof drainage design shall be limited to piping only (no roofing or drains)
    - Natural gas piping design shall be limited to piping beyond the load side of the meter
    - Specialty equipment (food service, lab, etc.) plumbing infrastructure design shall be based on the equipment layout and equipment consumption/use data
    - Renovation fee assumes full plumbing system replacement

- Mechanical design includes:
    - Design shall include air handling and heat transfer systems in and around the building structure
    - HVAC controls design
    - Natural gas piping design shall be limited to piping beyond the load side of the meter
    - Specialty equipment (food service, lab, etc.) HVAC infrastructure design shall be based on equipment consumption/use data
    - Renovation fee assumes full mechanical system replacement

- Electrical design includes:
  - Design shall include power, lighting, and fire alarm systems for the building
  - Design of electrical site utilities shall be limited to site lighting and the secondary distribution beyond the service transformer
  - Design for special systems (audio/visual, voice reinforcement, security, etc.) shall include empty raceway system for future inclusion of cabling and equipment by the Owner. Electrical infrastructure design shall be based on equipment layout and consumption/use data
  - Design for telecommunications shall include passive equipment only defined as outlets and associated cabling in structured raceway/cabletray systems terminating at the patch panels within the extents of the building. Fiber (data) and copper (telephone) backbones shall be included within the extents of the building. Design for active equipment (patch cords and active electronic components) is not included. Active equipment shall be provided by the Owner
  - Specialty equipment (food service, lab, etc.) electrical infrastructure design shall be based on equipment layout and consumption/use data
  - Renovation fee assumes full electrical system replacement

- Fire Sprinkler Protection design includes:
  - To the extent required by Code, fire sprinkler design within and beneath the extents of the building structure will consist of establishing the criteria and performance requirements. Final design will be by the Construction Contractor

- Structural design includes:
  - Prior to the start of design, a project specific geotechnical report is needed
  - Assumes a seismic class D or better
  - Assumes shallow foundations are acceptable with a first floor concrete slab-on-grade
  - Assumes a relatively flat site that will not require retaining walls
  - For new construction scenario, assumes simple structural steel framed rectangular building with a flat/low slope rood with braced frames for lateral load resistance and exterior metal stud walls or load bearing masonry walls
  - For renovation scenario, assumes relatively minor structural renovations and repairs to the existing building as follows:
    - Small punched openings in existing exterior walls (less than 10% of total wall area for any wall)
    - Small skylights or sonotube type openings restricted to the wood framed roof areas and not requiring modification to the existing steel roof truss members
    - Removal and replacement of the existing front wall with new wall construction that would likely need to accommodate new reinforced masonry shearwalls or structural steel braced frames to resist later loads along the front of the building
    - Scope does <u>not</u> include design for rooftop mechanical equipment or any other modifications to the existing roof structure, walls, parapets, or existing building structure
    - Assumes that changes will not require a change in use/occupancy or structural upgrade to meet current code requirements
  - If needed, structural design for a 2,000 sf premanufactured metal storage building will be limited to foundation design for a slab-on-grade foundation. Engineer will review the building manufacturer's design criteria and final foundation reactions and will be considered the structural engineer of record

Contingency Design Scope

In the event that any of the following items are requested and/or required, the corresponding fees in section 4 will be needed:

- Security system component design
- Interior renovation of existing storage building (does not include structural modifications)
- Site lighting design
- Lateral load analysis and structural code upgrades (for renovation scenario only)
    - Will be needed if modifications to the existing structure exceed assumptions in basic design and require our structural engineer to perform a lateral load analysis and upgrade the existing building structure to meet current code requirements
- Substantial parking lot configuration (if required)
- Compliance with current landscape buffer standards (if required)
- Sprinkler supply connection to waterline in Revere Road rather than to the water main location on the eastern edge of the site
- New sidewalk along Revere Rd. or Cedar Grove Rd. (if required)
- Enhanced solid waste and recycling facilities (if required)
- Stormwater analysis and design of typical stormwater treatment measures (if required)
    - This work should not be required as long as total site impervious area is not increased

2. Consultants

For Structural Engineering, we propose:

Stroud, Pence and Associates
Contact: Anna Lynch, PE
4904 Professional Court, Suite 200
Raleigh, NC 27609
Phone: (919) 782-1833

For Mechanical Electrical, and Plumbing (MEP) Engineering, we propose:

Stanford White
Contact: William M. Smith, PE
P.O. Box 19944
Raleigh, NC 27619
Phone: (919) 832-8118

For Site/Civil Engineering, we propose:

Civil Consultants
Contact: Tony Whitaker, PE
3708 Lyckan Parkway, Suite 201
Durham, NC 27707
Phone: (919) 490-1645

3. Basic Design Phases

Schematic Design (SD): Perform preliminary code analysis. Provide written project narrative, site plan, building floor plans, and cost estimate. Attend all meetings required by Owner. Submit to Owner and AHJ and coordinate for approval.

Design Development (DD): Respond to all SD comments. Continue design process in all disciplines. Provide outline specifications, code summary sheet, site plans, floor plans, and wall sections. Provide room/door schedules, engineering drawings, and cost estimate. Attend all meetings required by Owner. Submit to Owner and AHJ and coordinate for approval.

Construction Documents (CD): Respond to all DD comments. Provide full working drawings and specifications. Submit to Owner and AHJ and coordinate for approval. Provide cost estimate. Attend/lead all meetings required by Owner.
Bidding: Lead and administer the Bidding and Negotiation process.

Construction Administration (CA): Basic fee includes construction administration for an estimated duration of ten (10) months. Construction is assumed to be phased and occupied. Perform architectural coordination, submittal review, and related Construction Administration. Lead the pre-construction meeting. Provide bi-weekly jobsite visits (up to 22 visits anticipated) and lead monthly construction meetings (up to 10 meetings anticipated), punch list and final inspection.

Closeout (CO): Record drawings and closeout of project.

4. Fee

	New Construction	Renovation
Preliminary Study	$ 35,800	$ 35,800
Subtotal Preliminary Study	**$ 35,800**	**$ 35,800**
Schematic Design	$ 37,100	$ 44,500
Design Development	$ 55,100	$ 62,000
Construction Documents	$ 87,800	$ 97,100
Bidding	$ 9,400	$ 10,400
Construction Administration	$ 75,500	$ 82,900
Closeout	$ 10,700	$ 11,600
Subtotal Basic Design	**$ 275,600**	**$ 308,500**
Security System Component Design	$ 3,450	$ 3,450
Storage Building Interior Renovation Design	$ 9,030	$ 9,030
Site Lighting Design	$ 2,875	$ 2,875
Lateral Load Analysis and Code Upgrades	$ -	$ 11,500
Substantial Parking Lot Configuration	$ 9,200	$ 9,200
Landscape Buffer Standards Compliance	$ 9,200	$ 9,200
Sprinkler Supply Connection to Revere Rd.	$ 5,750	$ 5,750
Sidewalk Along Revere Rd. or Cedar Grove Rd.	$ 3,450	$ 3,450
Enhanced Solid Waste/Recycling Facilities	$ 2,300	$ 2,300
Stormwater Analysis and Design	$ 20,700	$ 20,700
Subtotal Contingency Items	**$ 65,955**	**$ 77,455**
Total Fee	**$ 377,355**	**$ 421,755**

5. Excluded Services

Excluded Architectural Services, to be billed as Additional Services only if required:

- Project scope increase or change
- Design of outdoor facilities
- Design of the additional space beyond what is listed in the programming document
- Additional monthly construction meetings beyond the anticipated 10
- Additional architectural CA visits beyond the anticipated 22
- Additional MEP CA visits beyond the anticipated 12
- Additional structural CA visits beyond the anticipated 5
- Additional site/civil CA visits beyond the anticipated 4
- Public meeting attendance
- Renderings
- Fundraising meeting attendance
- Furniture, Fixtures, and Equipment (FF&E) selection and design
- LEED design
- Express review
- Hazardous materials testing and abatement design
- Existing roof modifications that require additional structural analysis and/or design
- Retaining wall design
- Site signage design
- Adaptive re-use or augmentation of existing MEP systems for renovation
- Life cycle and operating cost analysis
- Energy measurement and verification plans
- Computer day-lighting simulations
- Design of emergency/stand-by generator system
- Design of voice reinforcement wiring/equipment
- Commercial kitchen design
- Walk-in cooler and freezer design
- Audio Visual systems design
- Design for complex or large-scale bid alternates
- Chapter 17 special inspections
- Sanitary sewer or sanitary service extension
- New driveway permit or utility encroachment permit from NCDOT
- Traffic impact analysis
- Geotechnical investigations
- Environmental investigations
- Wetlands delineation/permitting
- Permitting fees
- Rezoning of property
- Surveying
- Irrigation design
- Site retaining wall design
- Hydraulic analysis
- Water re-use or water supply well system design
- Involvement in stormwater runoff management or mitigation issues that may be raised by regulatory agencies beyond typical requirements, due to site-specific characteristics or concerns
- Unusual site work associated with conditions discovered during construction or geotechnical exploration (i.e. underground storage tanks/hazardous materials, unusually large quantities of rock or unsuitable material, on-site disposal area/landfills, etc.)
- Off-site utility design
- Any other service not listed in scope

Please let me know if you need additional information. We are very excited to begin this project!

Sincerely,

Kristen M. Hess

Kristen Hess, AIA, LEED AP
Principal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Insurance Management Consultants, Inc.
P.O. Box 2490

Davidson NC 28036

CONTACT NAME:
PHONE (A/C, No, Ext): (704)799-1600 FAX (A/C, No): (704)799-2955
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HH Architecture, PA
520 S. Harrington Street

Raleigh NC 27601

COVERAGES CERTIFICATE NUMBER: 7/13/2015 All REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			PSB0005258	4/26/2015	4/26/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			PSB0005258	4/26/2015	4/26/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0003050	3/23/2015	3/23/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			RDP0020914	7/13/2015	7/13/2016	Per Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Orange County is additional insured as regards General Liability coverage.

CERTIFICATE HOLDER

Orange County
P. O. Box 8181
Hillsborough, NC 27278

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Todd/CM

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