



County of Orange  
Financial Services Department - Purchasing Division

RFQ #5223

**Request for Qualifications to provide professional services  
for Orange County, North Carolina**

**I. Overview:**

Orange County, North Carolina is releasing this Request for Qualifications (hereafter 'RFQ') seeking responses from qualified consultants to complete environmental assessment activities at the former Hillsborough Landfill in Hillsborough, North Carolina.

The purpose and intent of the project is to allow Orange County to complete the assessment of the former Hillsborough Landfill site according to established North Carolina Division of Waste Management (DWM) guidelines and policies, and as established by NC General Statute 130A-310.6(f).

The primary responsibilities for the consultant selected for this project shall be to:

1. Work with Orange County and DWM to develop a Work Plan, including cost proposal, as described by DWM Inactive Hazardous Sites Branch (IHSB) guidance, for the assessment of the former Hillsborough Landfill site.
2. Following DWM approval of the Work Plan and cost proposal, the consultant shall be responsible for completing the field investigation outlined in the Work Plan, consistent with "standard investigative costs", as well as in accordance with applicable DWM IHSB guidelines, including the most recent *Guidelines for Addressing Pre-Regulatory Landfills and Dumps*.
3. Prepare a professional report according to DWM guidelines documenting the findings of the site assessment activities at the site, and recommending follow-up activities based on the results of the investigation.

The goal of this project is to fully assess the extent of contamination present at this site as a result of former waste disposal practices, in accordance with applicable DWM guidelines. The preferred long-term outcome for this site includes redevelopment of the former landfill site incorporating appropriate recreational amenities for the citizens of Hillsborough and Orange County.

## **II. Background:**

The former Hillsborough Landfill is located north of Torain Street near the intersection of NC 86 and Highway 70 Bypass, north of downtown Hillsborough. The former landfill is approximately 30 acres in size and was in operation from 1941 until 1975. Currently, the site is bordered by residential development, Fairview Park, and municipal and commercial properties. Continued development of the surrounding area, including the initial construction of and pending expansion of Fairview Park, dictates that assessment and remediation of the former landfill site appears warranted at this time.

Limited subsurface investigation of this site has occurred to date. In October 2009, Marshall Miller & Associates, working for DWM IHSB, completed a *Site Summary Report* for the property. Soil investigation determined that compounds were present in the soil at concentrations above their respective preliminary soil remediation goals (PSRGs). Related groundwater sampling and analysis detected constituents in groundwater above their respective NC 2L Groundwater Standards.

## **III. Scope of Services:**

The County is seeking a qualified consultant to complete the assessment of the former Hillsborough Landfill site according to the guidelines and procedures of the North Carolina Division of Waste Management (DWM).

All work completed by the selected firm should comply with pertinent North Carolina Department of Environmental Quality, DWM, Superfund Section, Inactive Hazardous Sites Branch (IHSB) guidelines, including the most recent versions of the *Guidelines for Addressing Pre-Regulatory Landfills and Dumps*, and *Guidelines for Assessment and Cleanup*. The selected firm must be a Registered Environmental Consultant (REC) in good standing with the DWM IHSB, with one or more experienced Registered Site Managers (RSMs) on staff.

A staff person within the Orange County Department of Environment, Agriculture, Parks and Recreation (DEAPR) shall serve as the County's primary contact for the selected firm and shall be responsible for coordinating, implementing, and administering the project's timeline and deliverables.

The selected contractor must attend at least one meeting with DEAPR and DWM staff to develop a Work Plan, including cost proposal, for the approval of DWM. The Work Plan will outline the steps that will be completed to delineate the extent of waste materials and soil and groundwater contamination at the subject property. The cost proposal will outline the cost of completing the scope of work in the Work Plan. According to DWM guidance, "Cost proposals are required to be prepared on a time and materials basis and should be broken out per task as outlined in the associated work plan. Labor costs per personnel level unit rates, subcontractor cost, and expense detail should be provided for each task. Use the Personnel Qualifications and Task Descriptions reference (available from DWM) in preparing a summary of proposed labor costs for approval."

Following DWM approval of the Work Plan, the selected contractor will be responsible for performing the site investigation according to the Work Plan. Any deviation from the approved Work Plan must receive pre-approval from DWM prior to being undertaken.

#### **IV. Procedures – Submitting Response:**

Qualifications 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 30, 2016**.

All interested firms shall send an email indicating their interest and/or intent of filing a response to David Cannell by **September 20, 2016** at [dcannell@orangecountync.gov](mailto:dcannell@orangecountync.gov).

All email notifications, as well as any other correspondence sent to the County relating to this RFQ, must contain within the subject line of the email the words "**Former Hillsborough Landfill Assessment RFQ #5223**". The purpose of this email notification requirement is to allow staff to send to all interested firms any modifications, updates, or answers to general project questions that would likely benefit all parties.

Interested firms are invited to submit any written questions they may have relating to this project. All questions must be submitted via email, with the aforementioned subject line heading, to David Cannell, by **September 20, 2016**. All questions will be compiled, and a complete list of written questions and answers will be forwarded to all firms that have sent an email indicating intent to respond to the RFQ.

Submittals must be received by **September 30, 2016** as detailed below. Orange County prefers that offerors provide all submittal components in Portable Document Format (PDF) transmitted through electronic mail (email). File size is limited to 15 MB. Materials must conform to the requirements set forth in this RFQ, and shall include the following:

1. A cover letter identifying the firm, or firms proposed for a team approach for the project. (Maximum of one page in length.)
2. Qualifications of the firm. (Maximum of 20 pages, including items 3 and 4 listed below) Submittals must include a firm overview and brief description of the firm's history. A project organizational chart and description may be included. Key members of the project team should be included in the organizational chart. Clearly identify the prime contractor and any sub-contractors, if relevant, and the general roles of each on the project.
3. An explanation of how the consultant will adhere to the scope of work including a proposed work timeline that appropriately meets the goals of this project. This narrative should include an explanation of the following:
  - a. An indication of your understanding of the project,
  - b. Descriptions of similar projects that the firm has completed in North Carolina.

4. Identification of the roles and responsibilities of all team members with the firm including:
  - a. Team organization including an identification of the lead consultant and project manager, key personnel that will be working on the project, the role of any proposed sub-contractor, etc.,
  - b. A statement of qualifications for all team members including resumes and educational background. One-page resumes of all key personnel should be provided. The office locations of each team member should be specified on the résumés. The submittal should, as a part of the information provided for subcontractors, include the names, locations, and general roles of the project team members. And,
  - c. A description of the current workload for identified individuals.
5. A minimum of three references for similar projects (Maximum of 5 pages) including:
  - a. The name and date of the project,
  - b. The location of the client, and
  - c. A contact name including relevant contact information.
  - d. At least one of these references should be able to describe the proposed project manager's experience and qualifications.

All submittals, exhibits, responses, attachments, reports, charts, schedules, maps and illustrations shall become the property of Orange County upon receipt. PDF files should include bookmarks that link to sections to allow easy document navigation. Submitted materials may not use less than 12 point Times New Roman font. (Other fonts are acceptable but the size should be no smaller than 12 point in Times New Roman.) Since qualification packages can be submitted electronically, page limitations in this RFQ refer to pages of content. The page limitations do not include front cover, back cover, section dividers, or table of contents, if included.

All submittals received will be reviewed against the selection criteria set forth in this RFQ by a selection committee composed of County staff. A contractor short list will be developed. Short-listed firms may be invited to interview with the County on or about the second week of October 2016. A final contractor selection will be made on or about **October 14, 2016** based on the evaluation of the submittals and interviews.

## V. Selection Criteria:

All submittals will be ranked based on qualifications. Orange County will establish a short list of candidates and schedule interviews accordingly. The following criteria will be the basis on which consultants will be evaluated (in no particular order):

- Appropriate expertise and experience completing soil and groundwater assessment projects at the following types of sites:
  - Pre-regulatory landfills,
  - Dry-cleaning solvent act program sites,
  - Other hazardous waste sites,
- Past performance of the lead consulting firm, subcontractors, and their employees on similar projects,
- Adequate and experienced staff and proposed team for the project,
- Recent experience with successfully maintaining project schedules and budgets,
- Current workload and firm capacity,
- Understanding of the area where the project is located,
- Working arrangements with necessary subcontractors, and
- Other factors that may be relevant to the project.

## VI. Submission Requirements:

As previously indicated, interested firms are required to submit an electronic copy (PDF) of their submittal by 5:00 p.m. EST on **September 30, 2016** and include all information as detailed herein. Submittals must be less than 15 MB in size. Printed materials, although discouraged, may be delivered by hand or via U.S. Postal Service no later than 5:00 p.m. EST **September 30, 2016** to:

Purchasing Agent, 200 S. Cameron Street, PO Box 8181, Hillsborough, NC 27278

The County will not accept submittals for review that are received after the 5:00 p.m. deadline. It is the responsibility of the consultant to ensure that their submittals are received by the deadline date and time detailed herein.

Questions relating to this RFQ can be directed to David Cannell in writing at the aforementioned address, emailed to [dcannell@orangecountync.gov](mailto:dcannell@orangecountync.gov), or you may contact Mr. Cannell at (919) 245-2651.

## **VII. General Requirements**

1. **Living Wage.** Orange County is committed to providing its employees with a living wage and encourages agencies it funds to pursue the same goal. A copy of Orange County's Living Wage Contractor Policy is included with this addendum
2. 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.
3. Please complete the attached Iran Divestment Act Certification Requirements And Include With Your Submittal

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

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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 \_\_\_\_\_, 201\_.

\_\_\_\_\_  
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 \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.  
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: \_\_\_\_\_

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***Notes to persons signing this form:***

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

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Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	

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### **Policy Statement**

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

### **Purpose**

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

### **Applicability**

Applies to all Orange County contracts and purchases.

### **Policy**

#### 10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is \$13.16 per hour. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

**This policy may be reviewed annually and updated as needed by the Manager's Office**

[Departmental Use Only]  
TITLE  
FY

**NORTH CAROLINA**

**PROFESSIONAL SERVICES CONTRACT**

**ORANGE COUNTY**

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter called "Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a professional \_\_\_\_\_ (architectural/engineering/landscape architectural-select one) firm with a partner or principal registered in North Carolina as a licensed \_\_\_\_\_ with offices in North Carolina (hereinafter called the "Designer") and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Orange County," or "Owner").

**WITNESSETH:**

Whereas the Owner published a Request for Qualifications and the undersigned Designer submitted a responsive Statement of Qualifications evaluated and approved by Owner; and

Whereas the Designer and the Owner now wish to form and memorialize their agreement for services and for the consideration herein named do hereby agree as follows:

**ARTICLE 1**

**SCOPE OF WORK**

1.1 Scope 1.1.1 This Agreement is for professional services to be rendered by Designer to Owner with respect to a project known as \_\_\_\_\_ (herein referred to as the "Project"). The Project is located in Orange County, North Carolina. It is described more particularly in Attachment A.

1.1.2 By its execution of this Agreement, the Designer represents and agrees that it is qualified and fully capable to perform and provide professional services and other services required or necessary under this Agreement in a fully competent, professional and timely manner, and that its Consultants are also fully capable and qualified to perform and provide the services that they will provide hereunder.

1.1.3 Time is of the essence of this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 4 hereof and in Attachment B to this Agreement, and such Additional Services as are designated in Article 5 of this Agreement or as may from time-to-time be agreed upon by the Owner and Designer by Amendment or Addendum to this Agreement.

Compensation to the Designer for Basic Services under this Agreement shall be as set forth herein, and compensation for Additional Services shall be as set forth herein or in any Amendment or Addendum providing for them. All services performed by the Designer not identified as Additional Services in Article 5 or in a written Amendment or Agreement entered into by the Owner and the Designer and providing for additional compensation for such additional services relating to the Project shall be deemed to be Basic Services provided without additional compensation.

**ARTICLE 2**

## **DEFINITIONS**

### 2.1 Definitions

- 2.1.1 Additional Services – Those services to be performed by Designer beyond the Basic Services. See Section 1.1.4 and Article 5.
- 2.1.2 Basic Services – Those services to be performed by Designer as outlined in Attachment B. See Article 4 and Attachment B.
- 2.1.3 Compensation for Basic Services – Those fees to be paid by Owner for Basic Services. See Section 7.1 and 7.2.
- 2.1.4 Contractor – The construction Contractor.
- 2.1.5 Consultants – Subconsultants, partners and other entities working with or on behalf of the Designer. See Section 3.3.1 and Attachment E.
- 2.1.6 Board of County Commissioners - The Board of Commissioners of Orange County, North Carolina.
- 2.1.7 County Manager - The Orange County employee bearing that title.
- 2.1.8 Milestone Dates – Those dates where certain results are expected. See Attachment D.
- 2.1.9 Project - All phases of the Project as described in Section 1.1.1 and Attachments A and B including but not limited to the schematic design, design development, construction document, bidding and contract award, construction and post-construction phases.
- 2.1.10 Reimbursable Expenses – Those costs incurred by the Designer for the benefit of this project and which the County will pay. See Section 7.5.
- 2.1.11 Total Project Cost – The total amount of money which may be paid for services on this project. See Section 4.2.1.

## **ARTICLE 3**

### **RESPONSIBILITIES OF THE DESIGNER**

#### 3.1 Services to be Provided.

3.1.1 The Designer shall provide the Owner with all professional services required to satisfactorily complete all phases of the Project within the time limitations set forth herein and in accordance with the highest professional standards. Such services are as shown in Attachment B. include (select all that apply):

All services of the Designer shall be provided in accordance with the terms and conditions of this Agreement.

#### 3.2. Standard of Care

3.2.1 The Designer and its Consultants shall exercise reasonable care and diligence in performing their services under this Agreement in accordance with highest professional standards of similar professional design practice throughout the United States and in accordance with federal, state and local laws and regulations applicable to the performance of these services. The Designer shall serve as a representative of the Owner in accordance with the terms and conditions of this Agreement to guard the Owner against defects and deficiencies in the Project.

3.2.2 The Designer shall be responsible for all errors or omissions, in the drawings, specifications, and other documents prepared by the Designer or its Consultants. It shall be the responsibility of the Designer throughout the period of performance under this Agreement to use reasonable professional care and judgment to guard the Owner against defects and deficiencies in the Project.

3.2.3 The Designer shall correct at no additional cost to the Owner any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the drawings, specifications and other documents prepared by the Designer or its Consultants.

3.2.4 The Designer shall assure that all drawings, specifications and other documents prepared by the Designer or its Consultants hereunder are in accordance with applicable laws, statutes, building codes and regulations and that all 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 design or construction activities of the Project.

3.2.5 The Designer and its Consultants shall perform all services in a timely manner in accordance with all schedules for the Project or required under the Agreement, as provided in the contract and any General Conditions of the Owner's contracts with the Contractors for the Project.

3.2.6 The Designer shall reimburse the Owner, as stipulated in 3.2.6.A and 3.2.6.B for costs, damages and expenses, including attorney's fees, incurred by the Owner when such costs, damages and expenses are the result of any error, omission or delay of the Designer or its Consultants.

A. To the extent that the aggregate cost to the Owner for all errors, premium value of omissions or delays of the Designer is less than one-half of one percent (0.5%) of the Total Project Cost, the Designer shall not be liable to the Owner for such costs.

B. If the aggregate cost to the Owner for such errors, premium value of omissions or delays of the Designer, amounts to more than one-half of one percent (0.5%) of the Total Project Cost, the Designer shall reimburse the Owner for all such costs in excess of said one-half of one percent (0.5%).

### 3.3 Designer's Consultants

3.3.1 The Designer's Consultants for the project, along with their key project personnel, are listed in Attachment E to this Agreement. No changes in the Consultants or key personnel indicated shall be permitted except with the prior written consent of the Owner.

3.3.2 All of the Designer's contracts with its Consultants shall be in writing and shall expressly provide that if this Agreement is terminated for any reason, the Owner may, at its sole option, take the assignment of the Consultants' contract with the Designer, that such assignment shall automatically take place upon notification in writing by the Owner to the Consultants and the Consultants shall continue to be bound by the contract after such assignment. A copy of each contract between the Designer and a Consultant shall be furnished to the Owner within seven (7) days of its execution.

## **ARTICLE 4**

### **BASIC SERVICES**

#### 4.1 Basic Services

4.1.1 The Designer shall perform as Basic Services the work and services described herein and in Attachment B to this Agreement.

4.1.2 The Basic Services will be performed by the Designer in the phases described in Attachment B.

4.1.3 The Owner shall have the right and option to require the Designer to prepare separate bid packages with no additional compensation due the Designer. Such bid packages must be approved by Owner prior to submission and, at the Owner's option, may include but not be limited to:

- A. Demolition and preliminary site work;
- B. General work, plumbing, mechanical, electrical, fire protection;
- C. Landscaping and irrigation;
- D. Signage;
- E. Furniture.
- F. Water and sewer infrastructure
- G.

#### 4.2 Project Cost Estimates

4.2.1 At the times designated herein, the Designer shall develop an estimate of the total cost of the Project (the "Total Project Cost"), including Designer's fees, costs of the construction, costs of equipment, furnishings, furniture and signage, permit fees and appropriate contingencies, and exclusions, where applicable. These costs shall be prepared and submitted to the Owner substantially in the format shown in Attachment C to this Agreement, with supporting documents listing quantities, unit price, labor rates, man-hour estimates, overhead and profit. Total Project Cost shall be mutually agreed upon by Owner and Designer and upon such agreement shall be incorporated into Attachment C.

4.2.2 Project cost estimates shall be prepared by qualified staff members of the Designer and/or the authorized Project Consultants listed on Attachment E, or a qualified cost estimating Consultant to the Designer who are acceptable to the Owner.

4.2.3 Total Project Cost estimates shall be prepared at points in the production of the Designer's work:

- A. At completion of design; and
- B. At completion of ; and
- C. At completion of of the construction documents; and
- D.

4.2.4 If applicable per section 4.2.3, when the first of these estimates of Total Project Cost has been approved in writing by the Owner, it shall be used by the Owner as a basis for appropriating funds specifically for the Project. Once this Total Project Cost has been so approved by the Owner and the conditions of the project (cost environment, time schedule, etc.) are reasonably similar, the Designer shall be obligated, without additional compensation, to adjust the design of the Project to assure that it remains within the approved Total Project Cost.

4.2.5 Should bidding or negotiation with Contractors produce prices which, when added to the other elements of the approved Total Project Cost, produce a cost that is in excess of the approved Total Project Cost and the conditions of the project (cost environment,

time schedule, etc.) are reasonably similar, the Designer shall participate with the Owner in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved Total Project Cost. All activity of the Designer with respect to these matters shall constitute Basic Services and shall be performed by the Designer without additional compensation.

#### 4.3 Project Conferences

4.3.1 For the duration of the development of the Project, the Designer and its Consultants shall meet periodically with the Owner. The Designer shall meet with Owner as necessary to properly fulfill the requirements of this Agreement. The minimum regularly scheduled meetings which the Designer shall be required to attend are listed below:

#### 4.4 Construction Administration

4.4.1 As part of Basic Services, the Designer shall provide all of the administrative services described in the Owner's contracts with the Contractors for the Project.

### **ARTICLE 5**

#### **ADDITIONAL SERVICES**

5.1 Compensation is due for Additional Services that are not otherwise included in Basic Services (Attachment B) provided by the Designer or its Consultants when the Owner requests such Additional Services in writing and after both Owner and Designer agree to the terms of providing such Additional Services through an amendment to this Agreement.

5.1.1 Designer or its Consultants shall provide fully detailed presentation models or professional artist's renderings at the written direction and approval of the Owner.

5.1.2 Designer or its Consultants shall make major revisions in drawings, specifications or other documents when such revisions are consistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control and without the fault or negligence of the Designer and such services cause a direct increase in Designer's cost of rendering its Basic Services hereunder.

5.1.3 Designer or its Consultants shall prepare supporting data and other services in connection with a significant Owner initiated change order, if Designer can demonstrate that such services cause a direct increase in Designer's cost of rendering its Basic Services hereunder.

5.1.4 Designer or its Consultants shall prepare to serve or serve as an expert witness for the Owner in connection with dispute resolution, arbitration, or legal proceedings, unless the subject matter of the proceedings includes matters arising out of or related to the Designer's or Consultant's performance or service with respect to the Project; however, preparing to serve or serving as a fact witness for the Owner in such proceedings or rendering testimony necessary to secure governmental approval of zoning or land use clearances for the Project shall not constitute an Additional Service.

5.1.5 Designer or its Consultants shall provide professional services made necessary by the default of a Consultant or subconsultant.

5.1.6 Designer or its Consultants shall provide additional or extended services during the Construction Phase made necessary by (a) defective work of Consultant(s) or Contractor(s); (b) reasonable prolongation of construction past the scheduled completion date,

provided the prolongation is not due to the fault or negligence of the Designer, its employees, Consultants or agents; or (c) default under the construction contract due to delinquency or insolvency.

5.1.7 Designer or its Consultants shall Provide additional services and costs necessitated by special out-of-town travel required by the Designer and approved in advance in writing by the Owner, other than visits to the Project and other than travel reasonably required to fully accomplish the Basic Services.

5.1.8 Designer, and its Consultants if necessary, shall attend special public hearings for the Project, other than those listed herein, which are called by the Board of County Commissioners.

## **ARTICLE 6**

### **DURATION OF DESIGNER'S SERVICES**

#### **6.1 Scheduling of Services**

6.1.1 Attachment D to this Agreement is the Key Milestone Listing which defines the sequence and timing of the design and construction activities. The Designer and its Consultants shall schedule and perform their activities so as to meet the Milestone Dates shown. No deviation by the Designer or his Consultants from the Key Milestone Listing shall be allowed without prior written approval by the Owner.

6.1.2 The Designer's schedule for the performance of its activities and the activities of its Consultants shall be in accordance with the outline in Attachment D. The Designer shall also prepare and submit to the Owner for review and approval a schedule of all known items of information, approvals or decisions to be furnished or made by the Owner, including the dates by which the Owner shall have all information necessary from the Designer with respect to that item, approval or decision and the date by which the item of information, approval or decision should be communicated to the Designer. The Owner shall always have a reasonable time within which to provide such item of information, approval or decision and shall not have any responsibility for any delay occurring by reason of the Owner's being unable, through no fault of the Owner, to supply such item of information, approval or decision.

6.1.3 Should the Owner determine that the Designer is behind schedule, it may require the Designer to expedite and accelerate its efforts, including providing additional manpower and/or overtime, as necessary, to perform its services in accordance with the Key Milestone Listing at no additional cost to the Owner.

6.1.4 The commencement date for the Designer's Basic Services shall be the date of delivery to the Designer from the Owner of a fully executed original of this Agreement.

#### **6.2 Adjustments to the Schedule**

6.2.1 If the Designer's work on the Project is or will be delayed for more than sixty (60) days through no fault of the Designer, or if the Owner increases or decreases the scope or size of the Project by ten percent (10%) of currently estimated Total Project Cost, the Designer shall give prompt written notice to the Owner. Provided that such notice has been given, the Designer may request in writing an adjustment in the Key Milestone Listing dates, which shall be granted by the Owner to the extent reasonable.

## **ARTICLE 7**

### **DESIGNER'S COMPENSATION**

7.1 Compensation for Basic Services

7.1.1 Compensation for Basic Services shall include all compensation due the Designer from the Owner for all services under this Agreement.

7.2 Breakdown of Compensation for Basic Services

Not-to-exceed Compensation for Basic Services consists of the following compensation for the following separate categories of services:

7.2.1 Schematic Design Phase. (Insert Lump Sum or Time and Materials as appropriate) fee of .

7.2.2 Design Development Phase. fee of .

7.2.3 Construction Document Phase. Lump sum fee of .

7.2.4 Bidding and Contract Award. Lump sum fee of .

7.2.5 Construction Phase. Lump sum fee of .

7.2.6 Post Construction Phase. Lump sum fee of .

7.2.7 Additional Basic Services (Select all that apply):

fee of .

fee of .

fee of .

fee of .

7.3 Payment for Basic Services Rendered, as described in Attachment B

7.3.1 Payment to the Designer for Basic Services shall become due and payable as progress deliverables and categories of services are completed. Upon completion of each category, payment will be made by the Owner within 30 calendar days of receipt of an invoice which is in form and substance acceptable to the Owner. When applicable such invoice shall include supporting documentation, as designated by Owner, for any reimbursable expenses claimed by Designer. In the event the Owner finds any part or parts of all or any portion of an invoice presented by the Designer not to be acceptable, it shall identify to the Designer the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. This paragraph is not intended to indicate Owner satisfaction of any work or services. No deductions shall be made from the Designer's fees for basic services except in accordance with this Agreement or to reimburse the Owner for costs or expenses incurred or anticipated to be incurred for which the Designer is liable.

7.3.2 If the Owner increases or decreases the scope of the Project by percent ( %) or more of the currently estimated Total Project Cost, the compensation for Basic Services shall be equitably adjusted.

7.4 Compensation for Hourly Not-to-Exceed and Additional Services

7.4.1 With respect to Hourly Not-to-Exceed Services performed by the Designer in accordance with this Agreement, the Designer shall be compensated at the hourly rates and/or unit pricing shown in Attachment F to this Agreement.

7.4.2 With respect to Additional Services performed by the Designer in accordance with Article 5 or any Addendum or Amendment to this Agreement, the Designer shall be compensated at the hourly rates shown in Attachment F to this Agreement, unless the Owner and the Designer otherwise agree in writing.

#### 7.5 Reimbursable Expenses

7.5.1 Reimbursable expenses are in addition to the fees for \_\_\_\_\_, and are for the following expenditures to the extent reasonable and actually incurred by the Designer, its employees, or Consultants with respect to the Project:

A. \_\_\_\_\_, or other items mutually agreed upon between the Owner and Designer as described in Attachment B. Any unit price agreements are designated in Attachment F.

7.5.2 Designer and its Consultants may be entitled to reasonable mark-up on actual expenses which are incurred subject to written approval by Owner.

#### 7.6 Accounting Records

7.6.1 Accounting records of the Designer's compensation for Additional Services and Reimbursable Expenses pertaining to the Project shall be maintained by the Designer and its Consultants in accordance with generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's representatives at mutually convenient times for a period of five (5) years after the later of final completion of the Project or issuance of a certificate of occupancy for the Project.

#### 7.7 Total Compensation

7.7.1 Total compensation to the Designer, including Basic Services, Additional Services and Reimbursable Expenses shall not exceed \_\_\_\_\_.

## **ARTICLE 8**

### **RESPONSIBILITIES OF THE OWNER**

#### 8.1 Cooperation and Coordination

8.1.1 The Owner shall meet with the Designer as necessary at mutually convenient times to provide information necessary to enable the Designer to develop a detailed written analysis and complete needs summary of the Project.

8.1.2 The Owner shall examine documents submitted by the Designer and shall make reasonable efforts to render decisions pertaining thereto no later than the dates specified in the schedule for such decisions described in Article 6.1.2.

8.1.3 \_\_\_\_\_ shall be the Owner's Construction Projects Administrator and shall act in the Owner's behalf and as its representative with respect to the Project and shall have the authority to render decisions and approve changes in the scope of the Project within guidelines established by the County Manager and the Board of County Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. Owner may replace the individual serving as Construction Projects Administrator at any time. Should such replacement occur Designer will be so informed within a reasonable time.

## 8.2 Surveys and Testing

8.2.1 The Owner shall furnish the Designer with a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other pertinent information reasonably requested by the Designer including that concerning available service and utility lines, both public and private, above and below grade, including inverts.

8.2.2 The Owner shall provide the services of a geotechnical engineer or other consultant, or compensate for such sub-consultant services provided by the Designer, when such services are reasonably deemed necessary by the Designer, and agreed and consented to in writing by Owner, as shown on the Designer's schedule described in Article 6.1.2, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, all together with reports and appropriate professional recommendations thereof to ensure construction materials and geotechnical requirements of the construction contract are met.

8.2.3 All services, data, information, surveys and reports required of the Owner pursuant to this Article 8, shall be furnished at the Owner's expense and, absent any negligence or failure to follow professional standards on the part of Designer, the Designer shall be entitled to rely upon the accuracy and completeness of such services, data, information, surveys and reports.

## 8.3 Permits and Approvals

8.3.1 The Owner shall secure and pay for all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Designer shall provide the Owner with a schedule of all required approvals and of the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project, prepare necessary application forms, present documents requiring approval by the Owner and submit documents with the Owner's approval to the appropriate approval agency.

# ARTICLE 9

## INSURANCE

### 9.1 General Requirements

9.1.1 The Designer shall purchase and maintain and shall cause each of its Consultants to purchase and maintain during the period of performance of this Agreement, and for five (5) years after the later of final completion of the Project or issuance of a Certificate of Occupancy of the Project, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance (including broad form contractual liability and complete operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Designer's or Consultants' 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 Designer or its agents, Consultants and employees.

9.1.2 The minimum insurance ratings for any company insuring the Designer shall be Best's A-. Should the ratings of any insurance carrier insuring the Designer fall below the minimum rating, the County may, at its option, require the Designer to purchase insurance from a company whose rating meets the minimum standard.

## 9.2 Limits of Coverage

9.2.1 Consultant shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, Professional Liability Insurance, and any additional insurance as may be required by Owner'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](http://www.orangecountync.gov/departments/purchasing_division/contracts.php)). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall be designated here (if no additional insurance required leave blank or mark N/A as being not applicable). Consultant shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

9.2.2 All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the Owner as an additional insured party for the insurance.

## 9.3 Proof of Coverage

9.3.1 Evidence of such insurance shall be furnished to the Owner. Upon cancellation, non-renewal or reduction, the Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

## 9.4 Indemnity

9.4.1 The Designer agrees to indemnify and hold harmless the Owner 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 Designer except to the extent same are caused by the negligence or willful misconduct of the Owner. It is the intent of this provision to require the Designer to indemnify the Owner to the fullest extent permitted under North Carolina law.

## 9.5 Owner's Insurance Option

9.5.1 At any time during the performance of this Agreement, the Owner may, at its sole option, provide for itself, for the Designer and for its Consultants any or all of the insurance coverage required under the Article.

9.5.2 If the Owner elects to provide such coverage it shall notify the Designer in writing and provide to the Designer such certificate or certificates of coverage as may be applicable.

9.5.3 If the Owner elects to provide such coverage it shall be entitled to pro rata reduction in the fees for Basic Services equal to the cost of providing such coverage to the Designer and its Consultants.

## **ARTICLE 10**

### **AMENDMENTS TO THE AGREEMENT**

## 10.1 Changes in the Designer's Basic Services

10.1.1 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 Owner and the Designer. The Designer shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the Owner or a written notice from the Owner directing the Designer to proceed, whichever is earlier.

## 10.2 Owner Changes

10.2.1 The Owner may, without invalidating this Agreement, make written changes in the Designer's Basic Services or Additional Services of this Agreement by preparing and executing a Change Order. Within three (3) days of receipt of such a Change Order, the Designer shall notify the Owner in writing of any change contained therein that the Designer believes significantly increases or decreases the Designer's services with respect to the Project and request an adjustment in compensation with respect thereto. If the Change Order significantly increases or decreases the Designer's services, the Designer's compensation may be equitably adjusted.

# ARTICLE 11

## TERMINATION AND SUSPENSION

### 11.1 Termination for Convenience of the Owner

11.1.2 This Agreement may be terminated without cause by the Owner and for its convenience upon seven (7) days written notice to the Designer.

### 11.2 Other Termination

11.2.1 After seven (7) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

### 11.3 Compensation After Termination

11.3.1 In the event of termination for the convenience of the Owner, the Designer shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its compensation for Basic Services earned to date or of its unearned compensation for Basic Services, whichever is less, less any costs or expenses incurred or anticipated to be unearned by the Owner due to errors or omissions of the Designer.

11.3.2 In the event of termination by reason of a material breach of the Agreement by the Owner, the Designer shall be entitled to the same compensation as it would have received had the Owner terminated the Agreement for convenience, and the Designer expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

11.3.3 In the event of termination by reason of a material breach of the Agreement by the Designer, the Designer shall be paid that portion of its 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 Owner due to errors or omissions of the Designer or by reason of the Designer's breach of this Agreement.

11.3.4 Should this Agreement be terminated as provided under this Article 11 the Owner shall be granted, at no additional cost, ownership of all documents, drawings, and electronic databases relating to the Project, including the ownership and use of all drawings,

specifications, documents and materials relating to the Project prepared by or in the possession of the Designer. The Designer shall turn over to the Owner within seven (7) days and in good unaltered condition reproducible of all original drawings, specifications, documents, electronic data bases and materials. In the event of such termination, and should the Owner use such drawings for completion of the Project, the Owner shall indemnify and hold the Designer harmless, to the extent authorized by North Carolina Law, from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by the Owner, its contractor(s), agents or employees in connection with Owner's use of such drawings, plans, specifications, renderings, models and other work provided as part of Basic Services and Additional Services, as may have been amended. The Designer specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of Designer's Consultants. The Owner agrees that the Designer may retain one set of drawings for its records.

11.3.5 Should this Agreement be terminated, the Owner shall, nevertheless, have the right to require the Designer and/or its Consultants to perform such additional effort as may be necessary to provide professionally certified and sealed drawings and to deliver to the Owner such certified and sealed drawings with respect to any phase or item of the project, for which effort the Designer shall be compensated in accordance with this Agreement.

#### 11.4 Suspension

11.4.1 The Owner may, in writing, order the Designer to suspend, delay or interrupt all or any part of its Services on the Project for the convenience of Owner.

11.4.2 In the event the Designer believes that any suspension, delay or interruption of any or all of the Work on the Project, may require an extension of the duration of Basic Services or an increase in the level of staffing by Designer, it shall so notify the Owner and propose an amendment of the Key Milestone Listing for consideration of the Owner. Such amendment or extension shall be effective only upon the written approval of the Owner, which will not be withheld unreasonably.

11.4.3 A suspension, delay or interruption of the Project shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of the Designer's services for a period exceeding ninety (90) days, the Designer's compensation for Basic Services may be equitably adjusted upon mutual agreement of the parties.

#### 11.5 Waiver

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

11.5.2 Owner and Designer mutually waive any claim against each other for consequential damages. Consequential Damages include:

- A. Damages incurred by Owner for loss of use, income, financing, or business.
- B. Damages incurred by Designer for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

## **ARTICLE 12**

### **ADDITIONAL PROVISIONS**

## 12.1 Confidentiality

12.1.1 The Designer and its Consultants shall use their best efforts not to disclose or permit the disclosure of any confidential information relating to the Project, except to its agents, employees and other Consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

## 12.2 Limitation and Assignment

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

## 12.3 Governing Law

12.3.1 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.

## 12.4 Dispute Resolution

12.4.1 Any dispute arising under pursuant to the Project shall be addressed under the terms of the Dispute Resolution Rules and Procedures for Orange County Design, Building Construction, Renovation, and Repair Projects. These rules and regulations are available upon request.

12.4.2 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.

## 12.5 Extent of Agreement

12.5.1 This Agreement represents the entire and integrated agreement between the Owner and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Designer.

## 12.6 Severability

12.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

## 12.7 Ownership of Documents

12.7.1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the property of the Owner and may be used on any other project without additional compensation to the Designer. Designer does not warrant the use of the documents by the Owner or by any person or entity for any purpose other than the Project as set forth in this agreement.

## 12.8 E-Verify

12.8.1 Pursuant to the terms of North Carolina General Statutes no county may enter into a contract unless the Designer and its subconsultants comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Designer's breach of this Agreement. By executing this Agreement Designer affirms Designer is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

12.9 Electronic Signatures

12.9.1 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.

12.10 Iran Divestment

12.10.1 Designer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act Designer shall not utilize in the performance of this Agreement any subconsultant or Consultant that is identified on the Final Divestment List.

12.11 List of Attachment and Referenced Documents and Priority

12.11.1 The design documents consist of this Agreement and the attached and referenced documents. The attachment and referenced documents are listed in this Section 12.11.1 and are incorporated herein and made part of this Agreement by reference. In the event of any inconsistency between or among the terms of this Agreement and any of the incorporated listed documents such inconsistency or conflict shall be interpreted in the following order of priority:

This Agreement

Attachment A - Description of the Project

Attachment B - Description of Basic Services

Attachment C - Format of Total Project Cost Estimate(s)

Attachment D - Key Milestone Listing

Attachment E - Consultants and Key Personnel

Attachment F - Hourly Rates Schedule

Request for Qualifications

Statement of qualifications

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

**ORANGE COUNTY:**

**DESIGNER:**

By: \_\_\_\_\_

*Printed Name and Title*

By: \_\_\_\_\_

*Printed Name and Title*

**ORANGE COUNTY—DEPARTMENT USE ONLY**

**Department**

Party/Vendor Name: \_\_\_\_\_ Party/Vendor Contact Person: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_ Party/Vendor Address: \_\_\_\_\_ City  
\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Department: \_\_\_\_\_ Amount: \_\_\_\_\_ Purpose: \_\_\_\_\_ Budget Code(s): \_\_\_\_\_ Vendor # \_\_\_\_\_ (N/A if new vendor)  
Vendor is a BOCC consultant? Yes  No  Contract Type: (Check one) New  Renewal  Amendment  Effective Date \_\_\_\_\_ Approved by  
Board Yes  No  Agenda Date: \_\_\_\_\_

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](mailto: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: \_\_\_\_\_

Attachment A - Description of the Project

Attachment B - Description of Basic Services

Attachment C - Format of Total Project Cost Estimate

Attachment D - Key Milestone Listing

Attachment E - Consultants and Key Personnel

Attachment F - Hourly Rates Schedule