

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 23, 2014

**Action Agenda  
Item No.** 7-a

**SUBJECT:** Southern Branch Library Siting Criteria Update, Professional Services Agreement Award with Freelon Group Architects for Primary Phase Public Input Facilitation and Branch Programming

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**DEPARTMENT:** Library, Asset Management Services (AMS), Planning

**PUBLIC HEARING: (Y/N)**

No
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**ATTACHMENT(S):**

- 1) BOCC Approved Southern Library Siting Criteria
- 2) Professional Services Agreement

**INFORMATION CONTACT:**

Lucinda Munger, 919-245-2528  
 Jeff Thompson, 919-245-2628  
 Michael Harvey, 919-245-2658

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**PURPOSE:** To:

- 1) Receive and provide feedback regarding an update on the Southern Library siting criteria process;
- 2) Consider awarding a professional services agreement to Freelon Group Architects of Durham, NC in an amount not-to-exceed \$29,500 for the facilitation of the 120 Brewer Lane Site Primary Phase Public Input facilitation and southern branch programming; and
- 3) Authorize the Manager to execute the necessary paperwork upon final approval of the County Attorney.

**BACKGROUND:** On September 18, 2012, the Orange County Board of Commissioners (BOCC), in conjunction with the Carrboro Board of Aldermen, approved a set of guiding principles and a comprehensive site selection criterion (Attachment 1) for locating the new Southern Branch of the Orange County Library (hereafter “the Branch”). Since that time the Town has submitted several properties for review by County staff consistent with the approved Branch siting process.

On November 5, 2013 the BOCC authorized staff to continue with a more granular level of Preliminary Phase I analysis regarding the 120 Brewer Lane site. This site is integral to the 300 Main development in Carrboro (“Brewer Lane Site”), and analysis will continue on the Brewer Lane Site until formal final reports are complete and synthesized. To date, this process has not offered any major obstacles to hinder completion in a timely manner. In fulfillment of the Board’s commitment to an open and transparent process, the Board authorized staff to begin the Primary Phase Public Input (“Primary Phase”) for the Brewer Lane Site.

In preparation for the Primary Phase work, staff issued a Request for Qualification (“RFQ”) for a professional services firm to facilitate the Primary Phase process as well as the Branch programming process that is consistent with the Board approved Library Strategic Plan.

Nine firms submitted written proposals for evaluation, and five firms were selected to interview with a staff panel consisting of Lucinda Munger (Orange County Public Library), Jeff Thompson (AMS), and Andrea Tullos (Orange County Public Library). David Cannell of Finance and Administrative Services managed the RFQ process.

The firms were evaluated based upon the quality of the collective presentation, specifically their responses in the areas of relevant experience with public engagement facilitation and programming of library facilities.

Firms submitting RFQ proposals were:

Boomerang Architecture, Raleigh, NC  
 \*Corley Redfoot Architects, Chapel Hill, NC  
 \*Dan Huffman Architecture, Raleigh, NC  
 \*Freelon Group Architects, Durham, NC  
 Godfrey and Associates, Dallas, TX  
 \*HH Architecture, Raleigh, NC  
 HBA Architecture, Cleveland, OH  
 \*MRA Architect/Inclusion Studio, Raleigh, NC  
 Vines Architecture, Raleigh, NC

\*Firms invited to interview

Staff concluded the interview process on January 3, 2014, and is unanimously recommending Freelon Group Architects of Durham, NC as the Primary Phase and Branch programming consultant. The RFQ response from the Freelon Group Architects is located as part of Attachment 2, “Professional Services Agreement”. Representatives from Freelon Group Architects will be available to answer questions from the Board.

As noted in the Scope of Services, approval moves the County forward in fulfilling its commitment to a public process with plans for three public meetings to receive input on potential sites as well as library programming regardless of the location ultimately chosen.

Should the Board approve the facilitation agreement, the general schedule will be as follows:

TASK	PROPOSED BEGINNING DATE	END BY DATE
<b>Board of County Commission Action: Professional Services Agreement Award to Freelon Group Architects</b>	1/23/14	1/23/14
<b>Primary Phase Public Input and Assessment Process; continuation of site due diligence</b>	1/24/14	May 2014
<b>Board of County Commission Action: Workgroup and Consultant report to the BOCC for feedback (to include public input summary and programming parameters to assist in potential future design of Southern Library)</b>	June 2014	June 2014

**FINANCIAL IMPACT:** The cost of the professional services related to the Primary Phase public input process is not to exceed \$15,000. The cost for the Branch programming exercise is not to exceed \$10,000. The balance of the cost relates to Preliminary Phase 1 due diligence and site review assistance on the Brewer Lane Site (not to exceed \$1,000) and the final report (not to exceed \$3,500) that will address both the Primary Phase public input process and the Branch programming.

Both the Primary Phase process and the Branch programming will benefit the County and its work regarding the contemplated Southern Branch Library whether or not the Brewer Lane Site is ultimately selected for development.

Staff estimates reimbursable expenses (printing, travel, etc.) for Freelon Group Architects to not exceed \$1,500.

To date, the total Preliminary Phase 1 due diligence costs encumbered for the Southern Library Site Selection Process is \$5,000. This cost includes title assessment, existing site due diligence information review provided by the site developer, and in-force land use permits analysis. There are sufficient funds available within the Board approved Capital Project for engaging the professional services for the Primary Phase public input process and Branch programming exercises.

**RECOMMENDATION(S):** The Manager recommends that the Board:

- 1) Receive an update regarding the Southern Library siting criteria process;
- 2) Award a professional services agreement to Freelon Group Architects of Durham, NC in an amount not-to-exceed \$29,500 for the facilitation of the 120 Brewer Lane Site Primary Phase Pubic Input facilitation and southern branch programming; and
- 3) Authorize the Manager to execute the necessary paperwork upon final approval of the County Attorney.

<b>ATTACHMENT 1</b>
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**ORANGE COUNTY SOUTHERN BRANCH LIBRARY LOCATIONAL CRITERIA**

Guiding Principles

When selecting a site for a new or expanded library, the Library system takes into account three fundamental factors:

- The Library System recognizes that as a regional service provider, the location of libraries must provide for optimal service to the most number of residents within the entire System service area. This takes precedence over political boundaries or undeveloped neighborhoods.
- The Board is committed to providing an equitable level of service throughout the entire County.
- The placement of a library in a manner that maximizes its use will be more valuable over the long term than the original investment made in land or building. Typically, the original cost of a new building is exceeded in just three years by its cumulative operating costs.

*\*\* As amended by the BOCC at its June 14, 2012 work session*

**PRELIMINARY PHASE—TECHNICAL SITE REVIEW AND ASSESSMENT**

**Visibility:**

- Visible from the street
- Classification of street where property will be accessed from (i.e. private, local, arterial, collector, major thoroughfare, etc.).
- Visual appeal

**Site Capacity:**

- Able to provide comprehensive library services to all the residents of southern Orange County.
- Meets minimum acreage (urban services vs. rural services)
- Space for building and on-site parking
- Adequate utilities and availability
- Space for future expansion (building to allow for additional library services, parking, etc.) to serve all the residents of southern Orange County.
- Space to accommodate the necessary setbacks, road expansions and other site amenities.

**Access:**

- Accessibility for pedestrians

<ul style="list-style-type: none"> <li>• Accessibility for vehicles</li> <li>• Accessibility for public transportation</li> <li>• Design capacity and existing traffic load of roadway proposed to access site.</li> </ul>
<p><b>Alignment with Planning Tools (Comprehensive Plan):</b></p> <p>Alignment with planning tools applicable for the subject property (County Comprehensive Plan, adopted Small Area Plans, Strategic Plans, etc.)</p>
<p><b>Lease versus Purchase:</b></p> <ul style="list-style-type: none"> <li>• Analysis of the long term viability of the site</li> <li>• Availability of property for lease</li> </ul>
<p><b>Centrality of Location:</b></p> <ul style="list-style-type: none"> <li>• Existing and potential future population in a given area</li> <li>• Growth and development opportunities/constraints in a given area (i.e. what is future development, as embodied in applicable plans, going to look like and how will it impact the proposed library)</li> <li>• Proximity to schools</li> <li>• Proximity to retail</li> <li>• Proximity to other libraries</li> </ul>
<p><b>Site Conditions, Allowances, and Constraints:</b></p> <ul style="list-style-type: none"> <li>• The cost-benefit conclusions of physical, legal, and land-use allowances/constraints</li> <li>• Technical and environmental assessments (planning/zoning, jurisdictional processes, etc.)</li> <li>• Environmentally sustainable (C&amp;A, storm water mgt, buffers, energy "net zero" capacity)</li> <li>• Operationally sustainable</li> <li>• Defeats obsolescence</li> </ul>
<p><b>Cost and Availability:</b></p> <ul style="list-style-type: none"> <li>• Cost for site acquisition</li> <li>• Availability of property for lease</li> <li>• Analysis of long term viability of site</li> <li>• Timeframe for development of the site</li> <li>• Terms for site control necessary for development process</li> </ul>

**ORANGE COUNTY SOUTHERN BRANCH LIBRARY LOCATIONAL CRITERIA:**

\*\* As amended by the BOCC at its June 14, 2012 work session

**PRIMARY PHASE –PUBLIC INPUT AND ASSESSMENT****Community Preference**

- Input from elected officials
- Input from a board cross-section of the area to be served
- Orange County & Carrboro Friends of the Library

**Partnerships**

- Co-location with other private or public entity
- Mutually beneficial joint development
- Enhances service possibilities

MAP DENOTING  
SOUTHWESTERN ORANGE COUNTY

NORTH

WEST

SOUTH WEST QUADRANT  
OF ORANGE COUNTY

EAST

Approximate  
Center Point

Town of Hillsborough

Town of Chapel Hill

Town of Carrboro

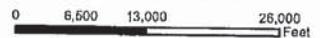
SOUTH

Data shown on this map is obtained from Orange County GIS and is for reference only. Exact locations and boundaries should be verified. Map prepared by Orange County Planning & Inspections.

USGS Water Feature	Parcels	Zoning	100 YR Floodplain (Effective 02/02/07)
Soils Survey Water Feature	Township	City Limits	Floodway (Effective 02/02/07)
OC Updated Water Feature	School System Boundary	ETJ	500 YR Floodplain (Effective 02/02/07)
Water Body	Contours	Conservation Easements Held by Others	Buildings
River Basins	County Boundary	Orange County Conservation Easements	Water and Sewer Boundary
Watershed	Soils		



1 inch = 16,299,149 feet



[Departmental Use Only]  
TITLE S. Library Facilitation  
FY 2013-14

**NORTH CAROLINA**

**SERVICES AGREEMENT UNDER \$90,000.00  
RFP – WITH REIMBURSABLE EXPENSES**

**ORANGE COUNTY**

This Services Agreement (hereinafter "Agreement"), made and entered into this 23rd day of January, 2014, ("Effective Date") by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and The Freelon Group Architects, (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*): Southern Branch Library Siting Primary Phase Facilitation and Assessment
- 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, 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 (the "RFP") "RFP Number 5198 for "Orange County Public Library Siting Facilitation" issued November 21st, 2013, and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments A: RFQ and Addendum #1; B: RFQ Response; and C: Proposal (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)

<u>Task</u>	<u>Milestone Date</u>
1. Per proposal	1/24/14 through no later than 7/31/14
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

- 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 January 24, 2014 to July 31, 2014.
- 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 January 24, 2014..

#### **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 except reimbursable expenses as specified in section 5(c), below. The maximum amount

payable for Basic Services is Twenty Nine Thousand Five Hundred Dollars (\$29,500). 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 the whole as Project milestones as set out in Section 3(a)(ii) are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Provider 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 Provider may invoice for the next 10% of the whole.)*

- 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.
- c. Reimbursable Expenses Reimbursable expenses are in addition to the fees for Basic Services and are for the following expenditures to the extent reasonable and actually incurred by the Provider with respect to the Project:
  - i) Actual expenditures for postage, reproductions, photography, and long distance telephone charges directly attributable to this Project.
  - ii) The actual cost of reproduction of reports, plans and specifications excluding documents for exclusive use by the Provider.
  - iii) The Provider shall not be entitled to any mark-up on actual expenses incurred.
  - iv) Reimbursable expenses shall be compensated by the County along with invoices for Basic Services provided by Provider. Payment of Reimbursable Expenses shall be subject to Provider's timely submission of valid receipts for any such expenses and approval by the County. Any additional charges not specified herein, must be mutually agreed to in advance by County and Provider and documented in writing with a letter signed by authorized representatives for County and Provider and, subject to budgeted funds.

## 6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated the *(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 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://orangecountync.gov/purchasing/contracts.asp>). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of Professional Liability Insurance of \$1,000,000 per occurrence (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 Owner'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.

## 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. Pursuant to the terms of North Carolina General Statute 153A-449(b) no county may enter into a contract with a contractor unless the contractor and the contractor's subcontractors 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 Provider's breach of this Agreement. By executing this Agreement Provider affirms Provider is 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. 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. 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  
Freelon Group Architects  
5310 S. Alston Ave., #300  
Durham, NC 27713

[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:**

**PROVIDER:**

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name and Title*

This instrument has been approved as to technical content.

\_\_\_\_\_  
Jeff Thompson, Department Director

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

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

\_\_\_\_\_  
Office of the County Attorney



Orange County  
Financial Services Department – Purchasing Division

**REQUEST FOR QUALIFICATIONS # 5198**  
Orange County Public Library Siting Facilitation  
November 21, 2013

Orange County Public Library is seeking qualified firms to provide the public assessment and facilitation process for the Southern Branch Library pre-design services and engagement.

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 (D-EST), December 10, 2013.**

### **I. Background**

In 2012, Orange County Commissioners approved the Southern Branch Library Locational Criteria for siting a new branch library in southern Orange County. See <http://orangecountync.gov/library/southernbranch.asp>. This criteria is divided into two Phases 1) Preliminary Phase – Technical Site Review and Assessment and 2) Primary Phase – Public Input and Assessment. Additionally, the library has just completed a Strategic Planning process that the Board of Commissioners approved on November 5, 2013. [http://orangecountync.gov/library/documents/OCPL\\_Strategic\\_Plan.pdf](http://orangecountync.gov/library/documents/OCPL_Strategic_Plan.pdf) Orange County is looking for an organization to facilitate the Public Input and Assessment process. This facilitator must have previous experience working with public libraries.

The vision and general design guidelines will be used for the future programming, design, construction, and operation of a facility. Architectural and Engineering services for future construction project will be contracted through a separate qualifications based selection process at the appropriate time.

### **II. SCOPE OF SERVICES**

The selected firm shall be responsible for the work as described in this document. The firm will work with an owner design committee which shall include a representative from the County Manager's office, Asset Management Services Director, Library Services Director, Planning Department Planner II,

### **III. SUBMISSION**

- A. Submittals: Submit two (2) hard copies (duplex on recycled paper), marked "Southern Branch Library Facilitator Proposal" and one electronic submittal. The electronic version must be a single .pdf file on either a thumb drive or CD. 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 (D-EST), December 10, 2013.
- 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. 5198** and proposal subject, "Southern Branch Library Facilitator Proposal."
- 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 informalities, 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 qualification packages which present 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 twenty-six pages (thirteen sheets of paper), double sided 8 ½ x 11, minimum 12 point font. Covers, dividers, Affidavits and Responder's Certification Form do not count in the twenty six (26) page 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 VI, 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 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 Non-Collusion 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. E-VERIFY AFFIDAVIT

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.

### C. 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.

### 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;  
[dcannell@Orangecountync.gov](mailto:dcannell@Orangecountync.gov) (preferred)

**All questions pertaining to this RFQ must be submitted in writing no later than December 3, 2013.**

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 by early to mid January 2014. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firm.

**H. CONTRACT DOCUMENT**

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.

**I. 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-consultant 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-consultant and the County of Orange.

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

## J. 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. 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. It should include: 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 2: Experience: Understanding of the scope of work/services; more specifically **experience programming and designing public libraries and facilitating public assessment process for libraries in urban, suburban, and rural environments.**

List and describe all of your firm's previous experience in the planning, design and construction of 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

Section 3. Project Team: List of staff members and resumes of those persons who will be assigned to work with the County on the project. Include an Organizational Chart but do not include resumes or list of 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 4: 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 5: 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 6: Firms willingness to affiliate with minority, woman-owned, or disadvantaged businesses.

Section 7: Letter disclosing any pending litigation or litigation within the last ten years related to the firm' projects.

Section 8: Hourly billing rates charged by your firm each position type and reimbursable expenses.

Section 9: Firms willingness to sign Orange County Standard Contract Agreement for Design Consultant Services (copy attached).

Section 10. Completed Responders' Certification Form and *notarized* Non-Collusion Affidavit

## 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 Interim 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 Interim County Manager based on criteria established herein.

If desired, the selection committee may short list the 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 applicable 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.

#### **VII. SELECTION PROCESS**

The included criteria, but not limited to, 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.

- *Previous work experience on similar projects and demonstrated experience in the design of Public Libraries*
- *Firms qualifications and experience including location of offices and related staffing*
- *Firms understanding of the project objectives*
- *Proposed staff, including sub-contracted professionals, proposed to perform the work*
  
- *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*

#### **VIII. 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. Cannel,  
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. 5198

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
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 \_\_\_\_\_, 2013.

My Commission Expires:

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

(Affix Official/Notarial Seal)

[Departmental Use Only]  
TITLE  
FY

NORTH CAROLINA

SERVICES AGREEMENT [REDACTED]  
RFP - [REDACTED]

ORANGE COUNTY

This Services Agreement (hereinafter "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 "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*):
- 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, 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 (the "RFP") "RFP Number \_\_\_\_\_ for " \_\_\_\_\_ " issued \_\_\_\_\_, 20\_\_\_\_, and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments \_\_\_\_\_ (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)

<u>Task</u>	<u>Milestone Date</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

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            to            .
- 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            .

**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            Dollars (\$            ). 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 the whole as Project milestones as set out in Section 3(a)(ii) are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Provider 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 Provider may invoice for the next 10% of the whole.)*

- 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 ( ) 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 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://orangecountync.gov/purchasing/contracts.asp>). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of (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 Owner'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.

## 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. Pursuant to the terms of North Carolina General Statute 153A-449(b) no county may enter into a contract with a contractor unless the contractor and the contractor's subcontractors 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 Provider's breach of this Agreement. By executing this Agreement Provider affirms Provider is 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. 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. 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:  
P.O. Box 8181  
Hillsborough, NC 27278

Provider's Name & Address

[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:**

**PROVIDER:**

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
*Printed Name and Title*

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 Chief Financial Officer

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

\_\_\_\_\_  
Office of the County Attorney



Orange County  
Financial Services Department  
**ADDENDUM #1**  
**December 3, 2013**

RFP 5198
Orange County Public Library Siting Facilitation

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.

1. See page 2 for questions with County's responses received for the above referenced project

All other terms and conditions shall remain the same

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

**Acknowledgement of receipt of this addendum shall be noted on the Responder's Certification Form**

Company Name: \_\_\_\_\_

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

Date Received: \_\_\_\_\_

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278  
Telephones: Area Code 919 245-2651 Fax: 919 644-3324

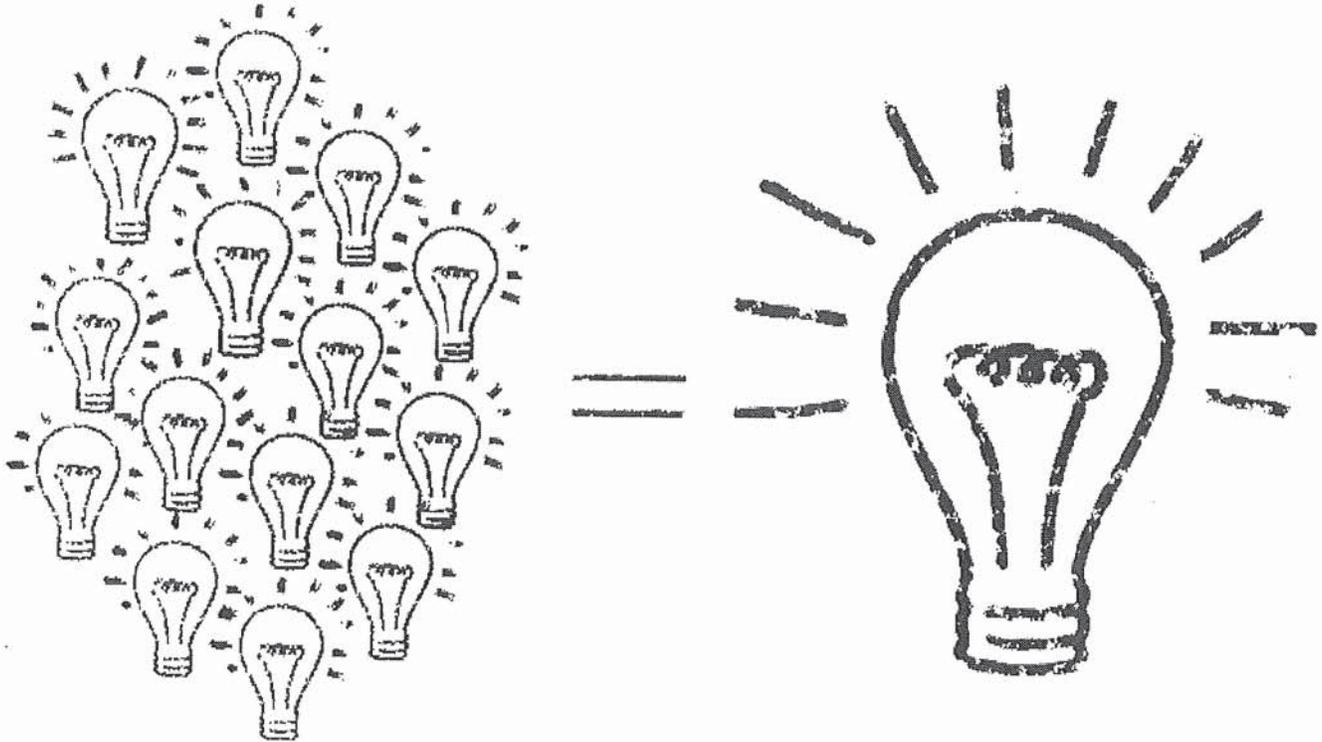
1. Has a size for the Southern Branch Library been determined? No, that is part of the work to be performed by the successful firm
2. Are there more than three sites to be evaluated? Not at this time
3. Are you wanting only an architect, or is a library planning firm with 30+ years of experience worthy of consideration? As listed in the RFQ, **experience programming and designing public libraries and facilitating public assessment process for libraries in urban, suburban, and rural environments.**
4. We are wondering if the County is interested in selecting just a site/civil team for this first phase of the Public Library project or if you are interested in selecting the full A/E team who would also be the team to proceed with Phase 2. Phase 1 only, phase 2 will be a separate selection process
5. I have read through the RFQ and the web links contained in it. We just wanted to clarify what the county would expect from a firm. It appears the county has narrowed their site search down to 1 location. So it seems the next logical step would be to get an Architect on board to develop some renderings, then do some due diligence such as a Phase 1 Environmental Assessment and some geotechnical investigation to see if the site remains feasible. Then with the renderings and assistance of the team, gather public input and proceed to schematic design. Is this how the county expects to proceed, and would expect from firm(s) responding to this RFQ?

In accordance with the adopted Southern Branch Site Criteria Process, the County will conduct all necessary due diligence as indicated in Preliminary Phase – Technical Site Review and Assessment. The County is looking for a firm with the experience in **programming and designing public libraries and facilitating public assessment process for libraries in urban, suburban, and rural environments.** The selected firm will develop and implement the public engagement process to define specific programs and services, which will lead toward the determination of the size, scope and scale of the potential branch library.

Renderings and due diligence such as a Phase 1 Environmental Assessment and some geotechnical investigation to see if the site remains feasible are not a part of this phase of the project

6. Will this include programming and siting the building on potential site(s)? yes

# FRELON



Statement of Qualifications  
Southern Branch Library Facilitator Proposal

Submitted by:  
The Freelon Group

December 10, 2013

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**THE FREELON GROUP | ARCHITECTS**

5310 SOUTH ALSTON AVENUE  
BUILDING 300  
DURHAM, NC 27713

919.941.9790  
919.767.0144

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

*Freelon shares your commitment to sustainability. This document has been printed on 100% post-consumer recycled fiber paper that was produced using renewable energy.*

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# 1

## Primary Firm

December 10, 2013

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

### **RE: Southern Branch Library Facilitator Proposal**

To Whom It May Concern,

On behalf of the Freelon Group, I am pleased and excited to submit this Letter of Interest and accompanying Statement of Qualifications to assist the Orange County Public Library in facilitating a public engagement process to gather information relevant to planning the Southern Branch Library. We have read and understand the RFQ, and we believe the Freelon Group is an excellent fit for your needs. As one of our core practice areas, library planning and design is executed by a dedicated team of experts. Our team has worked with public groups on numerous projects to gather information, solicit ideas, and align constituents behind shared values and objectives. As you will see on the following pages, our team has facilitated stakeholder engagement meetings for central libraries, public archives, academic libraries, and numerous branch libraries in North Carolina and elsewhere. We have also led the public engagement process with museums that—as collecting institutions dedicated to life-long learning—share many attributes with libraries.

The Freelon Group, founded in 1990, is a 43 person architecture firm located in Durham, North Carolina. Our firm is dedicated to serving clients, the community and its employees in a team environment, while providing excellent design solutions for the benefit of all. We offer full architectural services including feasibility assessments, programming, existing conditions analysis, planning, architectural design and documentation, construction administration, interior design and FF&E, master planning, and environmental graphics. We are passionate about research and education, health and well-being, the advancement of understanding between disparate cultures and the creative expression of the arts. Through on-time, on-budget delivery of high-quality design projects, we have earned the respect and praise of both public and private sector clients.

From public libraries, museums, civic buildings and parks, we strive to create unique and sustainable environments that lift the human spirit and inspire us with a better understanding of who we are as individuals and as a community. At the heart of all Freelon projects is an ambition to place the art of architecture within reach of the everyday citizen. While our building designs have received numerous awards, we are best known as great listeners who help clients realize their vision. In 2009, our firm was awarded the AIA Thomas Jefferson Award for Public Architecture.

Since inception, the Freelon Group has never operated under a different name. The firm is owned by six Principals including: Philip Freelon, Zena Howard, Kenneth Luker, Derek Jones, Kevin Turner, and Tim Winstead.

With a long standing commitment to cultural institutions that make tangible and lasting contributions to their communities, we are drawn to libraries and the dynamic changes taking place within them. There is no single template to draw upon and each library stands as a unique charter between the community and its quest for learning. The Orange County Library public engagement process and subsequent design effort represent precisely the kind of difference-making project that excites our inquisitive team.

Sincerely,

THE FREELON GROUP, INC.

A handwritten signature in black ink, appearing to read "Derek Jones". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping underline.

Derek Jones, AIA, LEED AP  
Principal

# 2

## Experience

### Collaborative Planning

From the Latin root *collaborare* meaning 'to labor together', collaborative planning is truly a partnership in visioning, design, and design implementation. The outcome of the collaborative process derives its power from participatory engagement and sustaining collective trust. In an age of declining faith and participation in civic institutions, the Library remains one of the few public entities embraced by all as serving the collective well being of a community. Ironically, shrinking confidence in many governmental institutions has helped foster more entrepreneurial behavior. As libraries continue to evolve from mere warehouses of information to places for knowledge creation, they are becoming an important new forum for problem solving and entrepreneurship.

Partnering is fun, but it is also hard work. Each party – Design Team, Library, County Management, or other stakeholders – must fulfill its obligations and contribute meaningfully to the process. As architects, we can guide the process, facilitate engagements, and articulate design options for consideration. The owner must set the vision and make challenging decisions along the way.

### Setting the Vision

Projects of this type are about positive change. At the outset, we conduct focused workshops with the project leaders to understand your vision. In addition to gathering empirical data, we will work with the leadership group to understand the desired customer experience, educational outcomes, community engagement, change management and financial objectives. Before reaching out to a broader audience, it is critical to build strategic consensus among this group.

### Stakeholder Engagement

Gaining stakeholder consensus during the public outreach and programming phase

is essential to the planning process. Direct engagement enables participants to fuse their discrete individual experiences with broad and comprehensive solutions. This leads to participant buy-in, alignment of values, and a strong commitment to next steps. At Freelon, we have formulated a methodology during the initial phases of planning that provides an open forum for the voices of stakeholders. The initial stakeholder meeting should include everyone, from librarians and devoted customers to educators and scholars, from security personnel to facility maintenance staff. This is a meeting where all ideas are placed on the table and discussed in an open forum for everyone to hear. This meeting ideally results in a list of priorities for the project – institutional, experiential, educational, financial, etc. The stakeholder engagement process is also a great way to extend the library's ongoing civic conversation with the broader Orange County community.

A feedback loop that acknowledges comments received and reports on design progress is critical. These are typically accomplished through information sessions. The frequency of these updates will be determined by the size and composition of the stakeholders. It is important that the engagement process not become event centric, but rather it should have clear objectives and deliverables to help advance the project.

### Relevant Project Experience

The projects depicted on the following pages each began with varying degrees of stakeholder engagement. In some cases it served to confirm prior programming efforts. In others, it was the start of an expansive process to define the institution and then develop the quantitative and qualitative spaces within. In all cases, we customized the approach to the client and community they served.

## Durham County Libraries North, South and East Regional

### PROJECT TEAM

Freelon

### LOCATION

Durham, North Carolina

### CLIENT CONTACT

Tammy Baggett  
Library Director  
Durham County Library  
tbaggett@durhamcountync.gov  
T 919.560.0160

### SIZE

25,000 SF - All

### COST

\$4.6 million - North Branch  
\$4.4 million - East Branch  
\$5.4 million - South Branch

### OCCUPANCY DATE

June 2006 - East Branch  
January 2007 - North Branch  
July 2010 - South Branch

### SUSTAINABILITY

East Branch -  
USGBC LEED® Certified

North Branch -  
USGBC LEED® Silver Certified

South Branch -  
USGBC LEED® Gold Certified

### AWARDS

2008 AIA North Carolina  
Merit Award

2008 ALA/IIDA Library Interior  
Design Award Honorable Mention

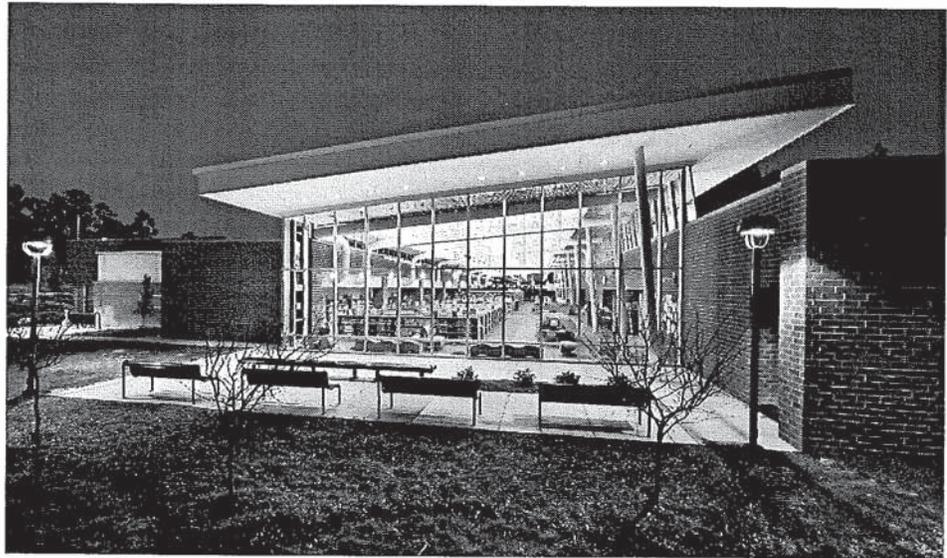
2007 Design with Brick Award by  
BrickSoutheast

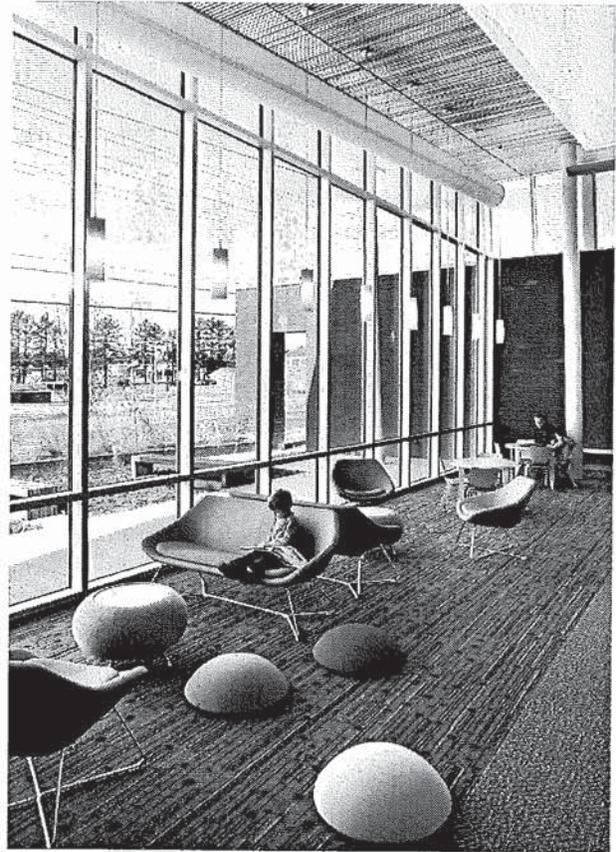
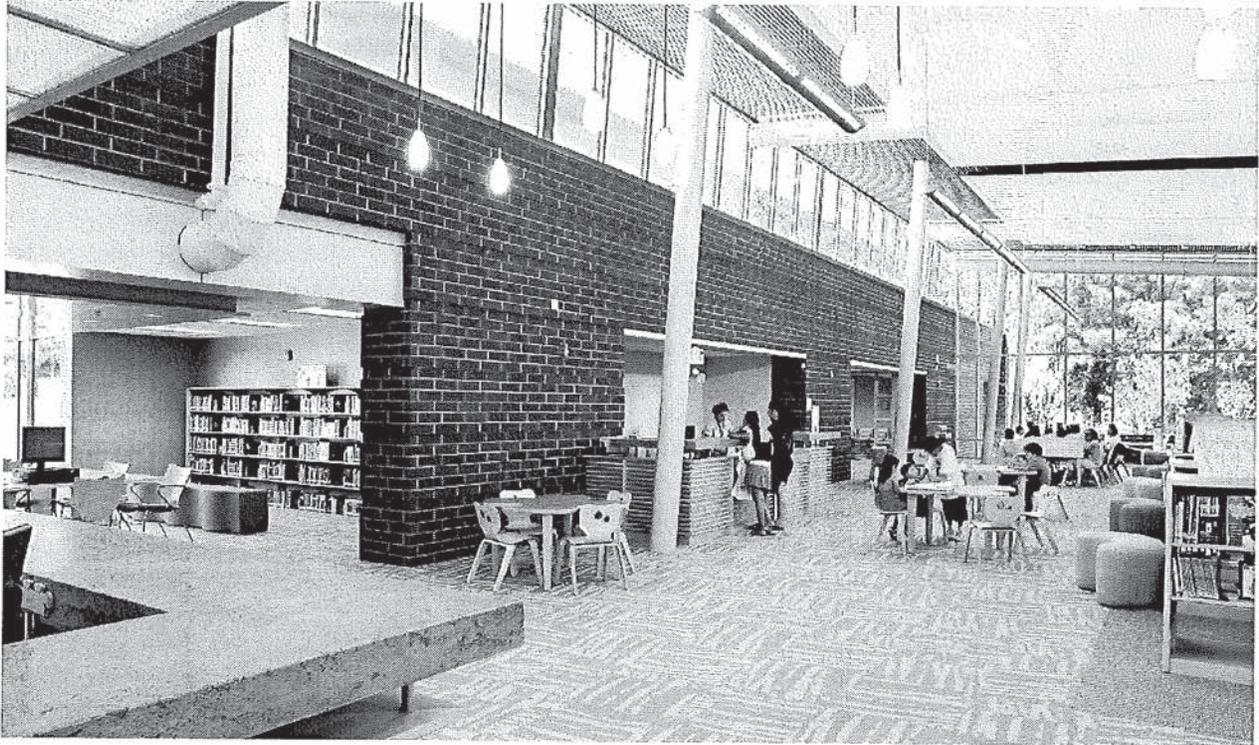
2010 Durham City-County  
Appearance Commission  
Golden Leaf Awards for Community  
Appearance

The new Durham County Regional Branch Libraries are designed to support the County's long-range plan of providing the region with state-of-the-art lifelong learning and literacy resources. The new 25,000 Sq. Ft. facilities include large meeting rooms, administrative areas, adult collection, young adult collection, children's collection, various reading and study spaces, computer areas, reference area, and periodicals.

Durham County challenged Freelon to design a kit of parts that would leverage efficiency while maintaining flexibility to adapt to individual site conditions and differing community identities. Each branch is a one-story structure organized in a series of layers defined by masonry walls and volumes of varying heights. A significant feature of each design is the open and airy main reading space accentuated by a large shed roof that maximizes day-lighting and exterior views. Glazed walls at strategic locations along the perimeter of the reading room provide a continuity of space and vistas into the surrounding landscape.

The context, development density, and solar orientation of each site necessitated variations in prototypical elements and how they came together. Freelon facilitated extensive public meetings to determine the unique character of each library within the economies and constraints of the kit of parts. At the East Branch Library, volumes were kept smaller to respect the more residential scale of the neighborhood. In recognition of the former use of the South Branch site—one of significance to the Lowes Grove community—the prototype was modified to incorporate a history gallery at the front entry. The public also voiced their desire for sustainability. As a result, each library is LEED certified setting new benchmarks for the design, construction, and operation of high performance county buildings.





## District of Columbia Public Library Anacostia Library

### PROJECT TEAM

Freelon  
(Lead Designer and  
Architect of Record)  
in association with  
R.McGhee Associates  
(Associate Architect)

### LOCATION

Washington, District of Columbia

### CLIENT CONTACT

Ginnie Cooper  
Chief Librarian  
DC Public Libraries  
ginnie.cooper@dc.gov  
T 202.727.0321

### SIZE

22,348 GSF

### COST

\$10.3 million

### OCCUPANCY DATE

June 2010

### MAIN PROGRAM ELEMENTS

Collections  
Adult  
Popular Reading  
Children's Area  
Teen Space  
Multi-Purpose/Meeting Spaces  
Cafe  
Parking  
Green Roof

### SUSTAINABILITY

USGBC LEED® Gold Certified

### AWARDS

2013 AIA/ALA Library  
Building Award

2012 National Organization of  
Minority Architects Design Excellence  
Honor Award

2012 AIA North Carolina  
Honor Award

2012 AIA DC Award of Merit  
in Architecture

2012 IIDA/ALA Library  
Interior Design Award

2011 AIA Triangle Honor Award

2011 Library Journal  
New Landmark Libraries  
Honorable Mention

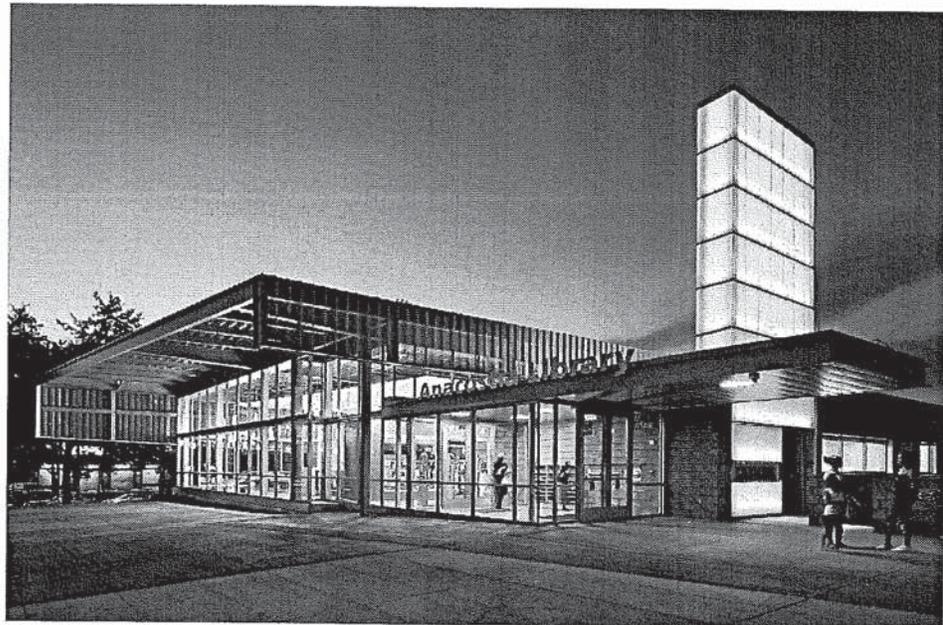
2011 Architectural Lighting  
Design Award

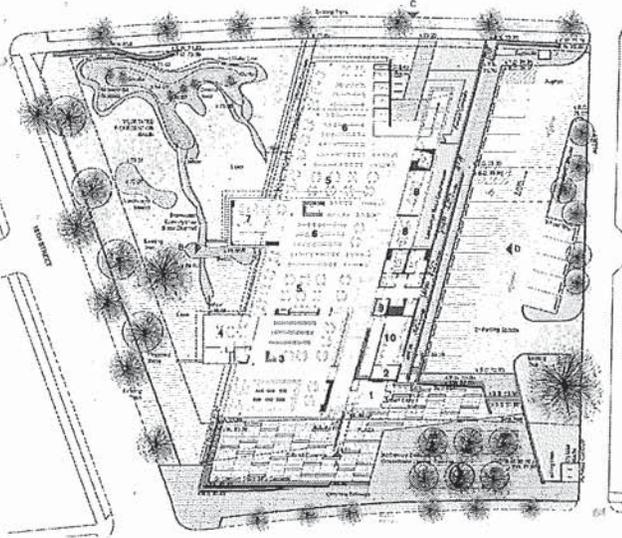
2010 AIA North Carolina Committee  
on the Environment Award

The small-scale residential context provided the inspiration for the design of this new branch library, located in a low-income, underserved neighborhood in Washington, D.C. The project not only fulfilled programmatic needs but also provided a stimulus for community pride and economic development. Replacing its fortress-like predecessor, the transparent glass walls of the new Anacostia Library reveal vibrant community activity, radiate light, and make visible a security presence. The project has become a catalyst for neighborhood development and brought in new consumers through increased visitorship.

The residential scale is reflected in the library design as a series of pavilions for program areas that require enclosure: the children's program room, the young adults' area, support spaces, and public meeting rooms. The remainder of the level one plan is high, open space for the main reading room, stacks, computers, and public seating areas. A large green roof structure provides shelter over all program areas. Multiple entries not only bridge the pronounced topography of the site, but also activate multiple street frontages in an area previously suffering from blight.

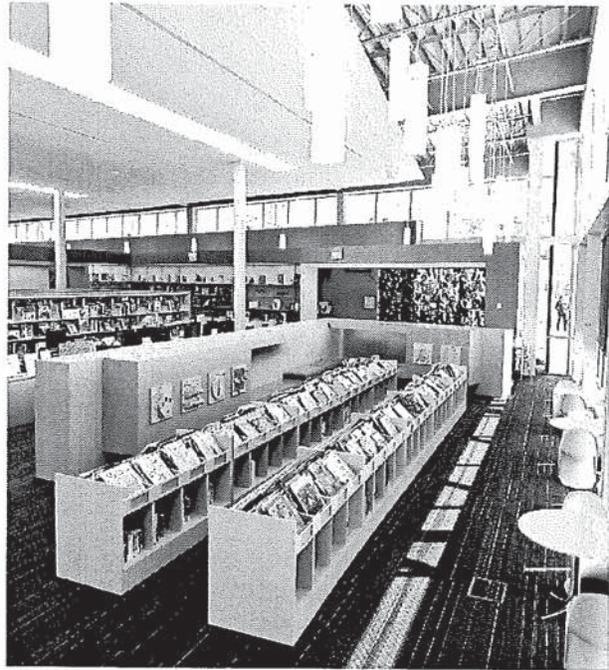
Working directly with the community by facilitating public input sessions was a key part of the design process. Users made it clear that they wanted an open, welcoming building with additional program space for children. Children's spaces played a large role for the integration of public art. Freelon coordinated public meetings to select local artists and assist with the planning of each installation to be integrated into the architecture. Incorporating the ideas of local community groups into the design built a sense of ownership that ultimately contributed to the library's success.





- 1 entry vestibule
- 2 book return
- 3 children's area
- 4 children's program area
- 5 adult reading and computer area
- 6 adult stacks
- 7 young adult area
- 8 meeting rooms
- 9 circulation desk
- 10 staff lounge/work room
- 11 multipurpose area
- 12 lounge/staff workroom
- 13 mechanical

Floor Plan Level 1



## District of Columbia Public Library Tenley-Friendship Library

### PROJECT TEAM

Freelon (Lead Designer and  
Architect of Record)  
in association with  
R.McGhee Associates  
(Associate Architect)

### LOCATION

Washington, District of Columbia

### CLIENT CONTACT

Ginnie Cooper  
Chief Librarian  
DC Public Libraries  
ginnie.cooper@dc.gov  
T 202.727.0321

### SIZE

21,472 SF

### COST

\$10.9 million

### OCCUPANCY DATE

January 2011

### MAIN PROGRAM ELEMENTS

Collections  
Adult  
Popular Reading  
Children's Area  
Teen Space  
Multi-Purpose/Meeting Spaces  
Cafe  
Parking  
Green Room

### SUSTAINABILITY

USGBC LEED® Gold Certified

### AWARDS

2012 AIA DC Award of Excellence  
in Architecture

2012 AIA South Atlantic Region  
(SAR) Honor Award

2012 AIA Triangle Honor Award

2012 AIA Triangle Gail Lindsey  
Award for Sustainable Architecture

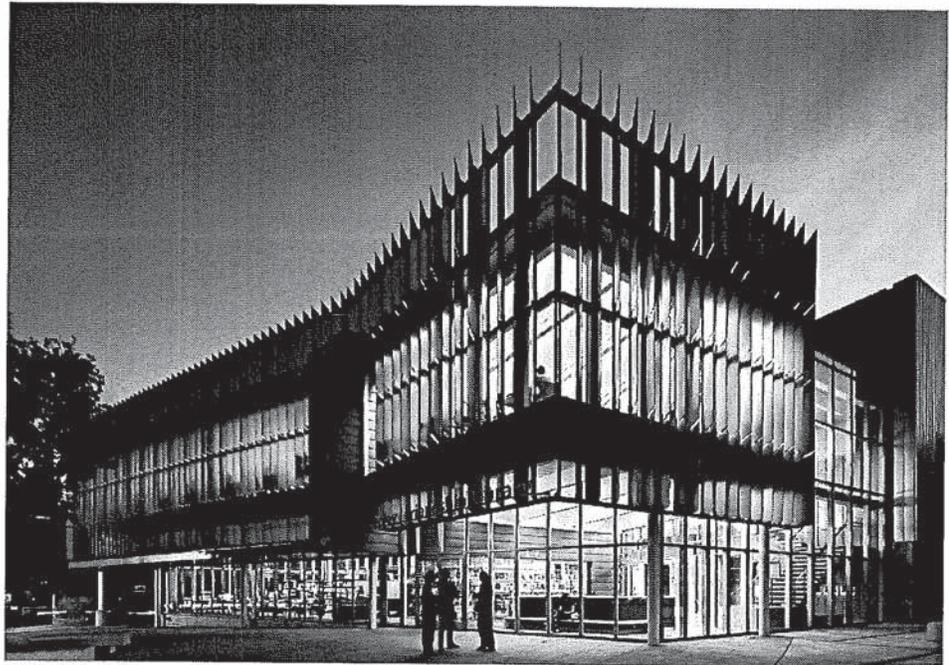
2012 Architectural Lighting  
Design Award

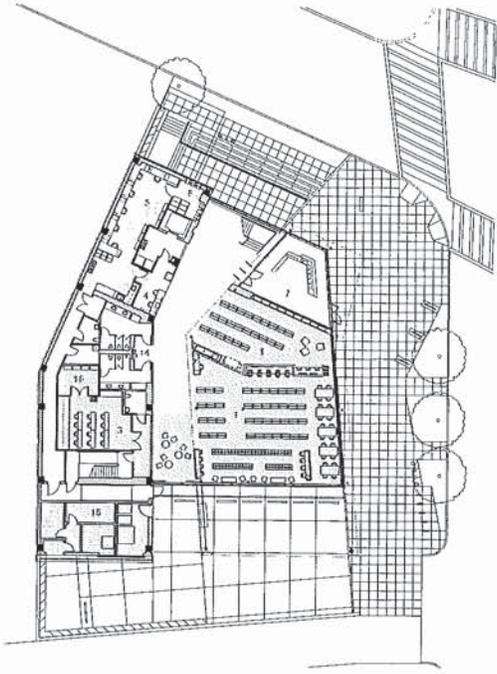
2011 AIA North Carolina  
Honor Award

Tenley Library is a welcoming civic building that provides a variety of spaces to meet a wide range of community needs. Spaces include a large public meeting room (for approximately 100 people), two smaller meeting rooms, a children's program room, and rooms for group study and tutoring. New books and media along with staff picks and featured technology are made visible along the urban street facade to connect the library to its bustling neighborhood. A sheltered touchdown area near the main entry acknowledges the need for short term visitors ducking out of inclement weather or waiting to meet others.

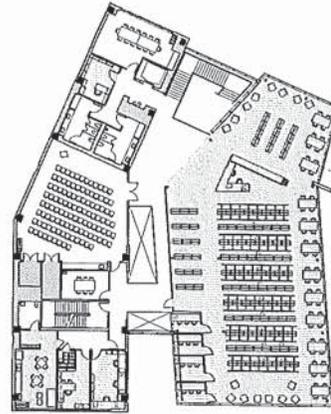
Stack areas for print and non-print materials are available for users of all ages. There are multiple points of access to virtual spaces through the public PCs and wireless access for people with their own electronic devices. The children's area has spaces (including collection and seating) dedicated to various age groups (five and under, beginning readers and elementary age). There is a distinctive area for Young Adults to meet and to learn. Adults have their own reading areas, online access area and a large collection of materials.

Proud of their history, Tenley-Town residents voiced a strong desire to acknowledge the site's history and the library's legacy during facilitated public forums. These requests took shape through coordination meetings where a professionally curated display now documents the history of the neighborhood. The Freelon guided collaboration between the public and exhibit designer can be seen integrated into the atrium wall while historic signage saved from the prior library graces the large meeting room and the exterior seating areas.

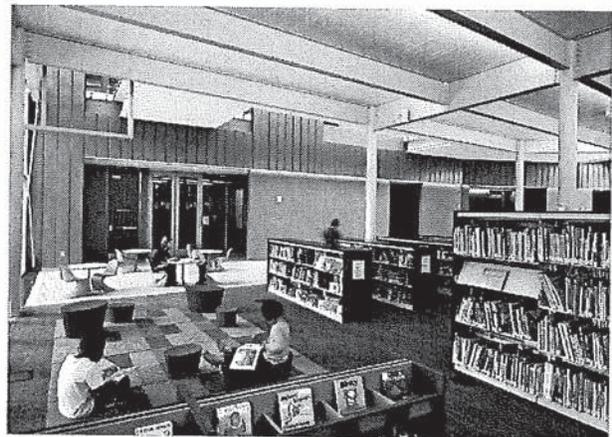
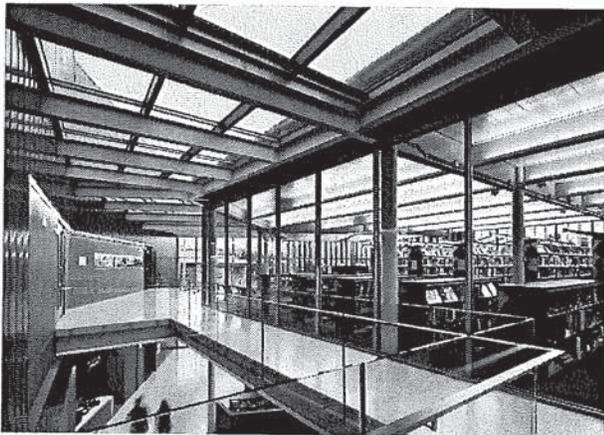
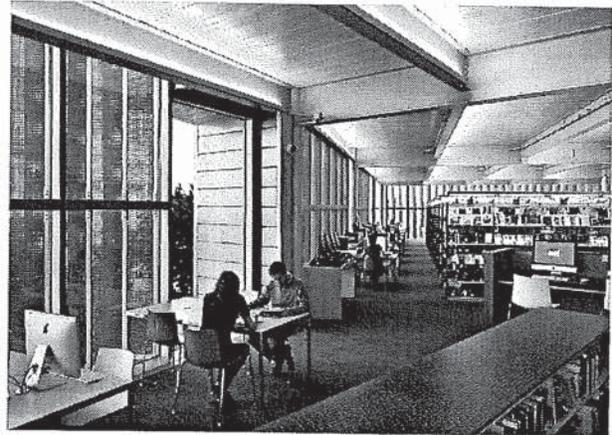




Floor Plan Level 1 and Level 2



-  Stacks/Reading
-  Office
-  Conference Classroom
-  Special Program Area
-  Mechanical



## Atlanta-Fulton Public Library System Northwest Library

### PROJECT TEAM

Freelon (Lead Designer)  
Collins Cooper Carusi  
(Architect of Record)

### LOCATION

Atlanta, Georgia

### CLIENT CONTACT

Francine Henderson  
Research Library Administrator  
Auburn Avenue Research Library  
francine.henderson@fultoncountyga.  
gov  
T 404.730.4001 x101

### SIZE

25,000 SF  
(program space)

### COST

\$8 Million

### OCCUPANCY DATE

February 2015

### MAIN PROGRAM ELEMENTS

Reading Areas  
Stacks  
Multipurpose Room  
Children's Program Room  
Business Incubator  
Digital Resources  
Staff Work Areas

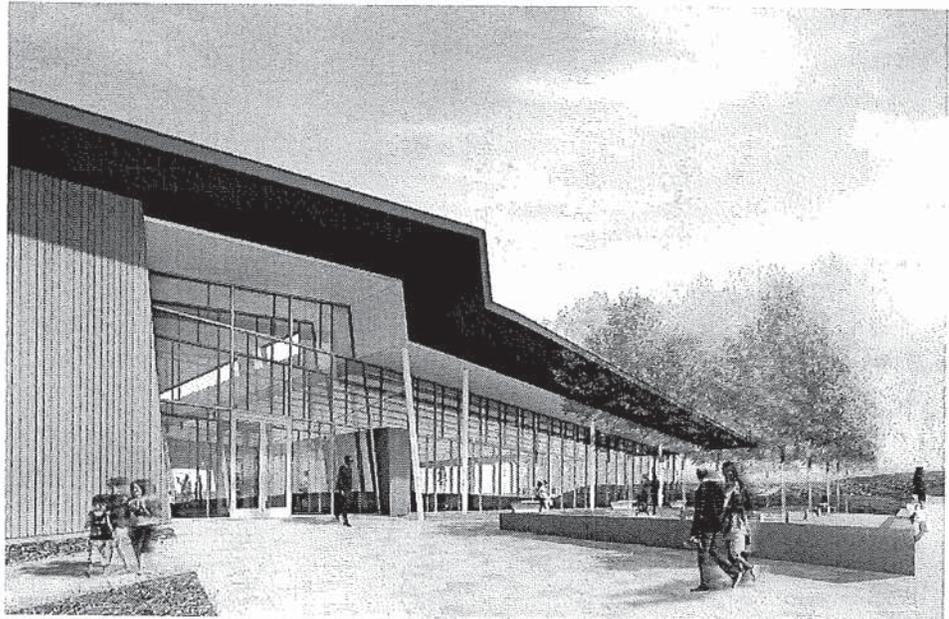
### SUSTAINABILITY

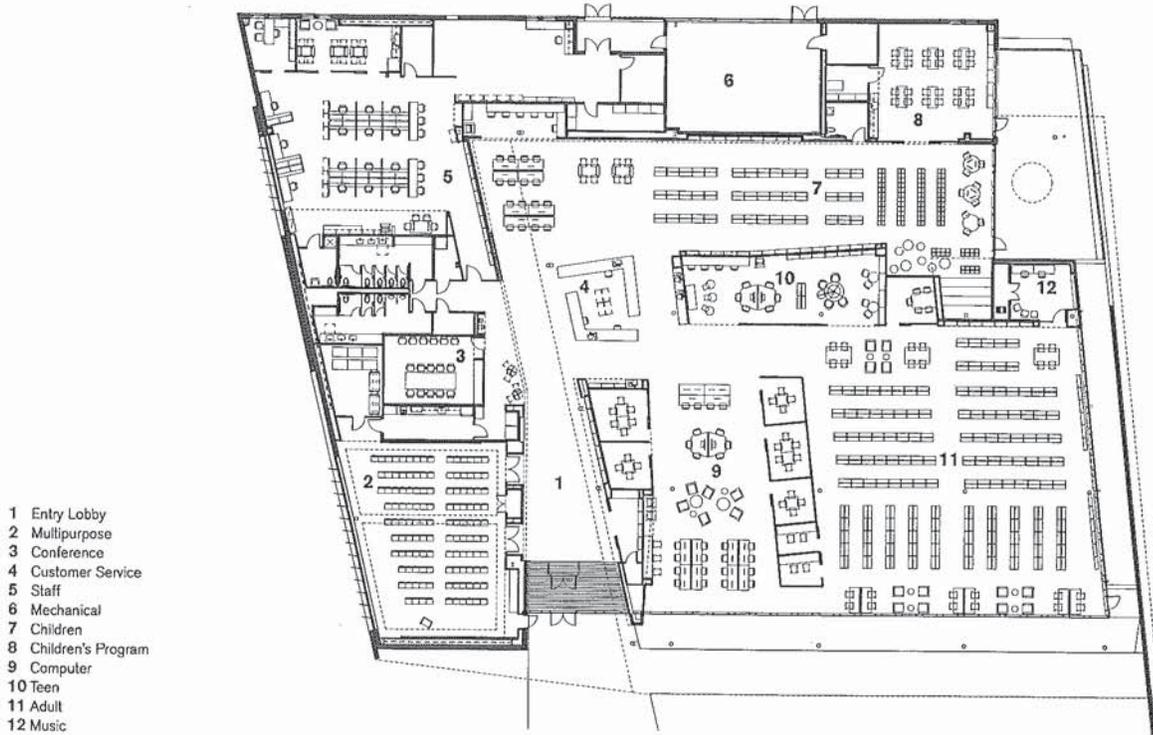
Pursuing USGBC LEED® Silver  
Certification

The design for the Northwest Atlanta Library creates a proud civic beacon in a community otherwise lacking in public amenities. As Atlanta's development sprawled outward, the Scott's Crossing neighborhood—a scant seven miles from the city center—became a forgotten quadrant. Large-scale industrial uses claimed large swaths of land in and around pockets of small-scale residential. The 7.66 acre site is a microcosm of this context of contrasts as a busy rail yard and concrete plant border the site's north and west sides, while churches and single-family homes border the south and east sides.

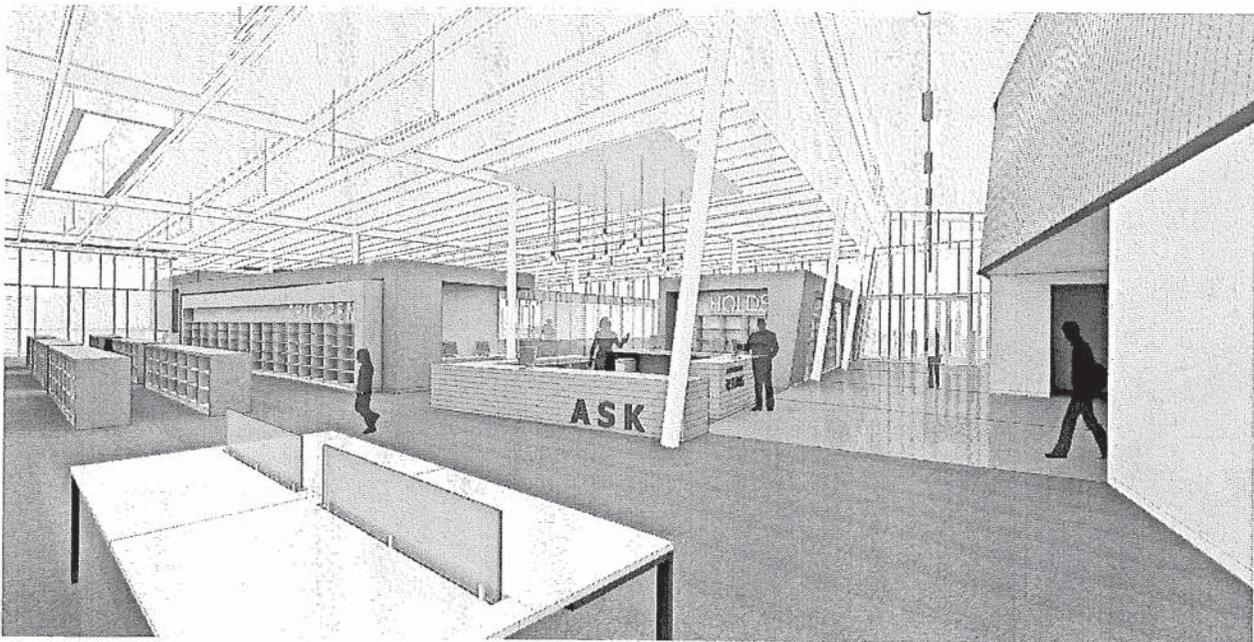
The library's design uses, rather than ignores, this contrast as inspiration in a manner that is both functional and symbolic by finding common ground between the area's two disparate uses. In the same form that old brush arbors created airy spaces for small community gatherings, a large new 'industrial shed' creates a light-filled, open space for the public library community. This shed contains the main public library functions including the reading areas, stacks and computers. The program elements requiring less visibility and transparency are grouped in a solid bar that provides a buffer along the noisier north and west facades, allowing the glass-enclosed, open area to overlook a gracious southern plaza and quiet, wooded area to the east.

Working with the county to mold the existing program into something more unique to this location was critical to the design. Public meetings both elicited ideas and helped to shape them into functional concepts. Additional meeting and incubator spaces were incorporated as well as laptop checkout and a music room equipped with recording booth, piano, and editing equipment.





Floor Plan Level 1



## Atlanta-Fulton Public Library System Auburn Avenue Research Library Expansion and Major Renovation

### PROJECT TEAM

Freelon (Lead Designer)  
JWRA (Architect of Record)

### LOCATION

Atlanta, Georgia

### CLIENT CONTACT

Francine Henderson  
Research Library Administrator  
Auburn Avenue Research Library  
francine.henderson@fultoncountyga.gov  
T 404.730.4001 x101

### SIZE

50,000 SF (existing)  
56,500 SF (renovation and addition)

### COST

\$14.3 Million  
(estimated construction cost)

### OCCUPANCY DATE

TBD

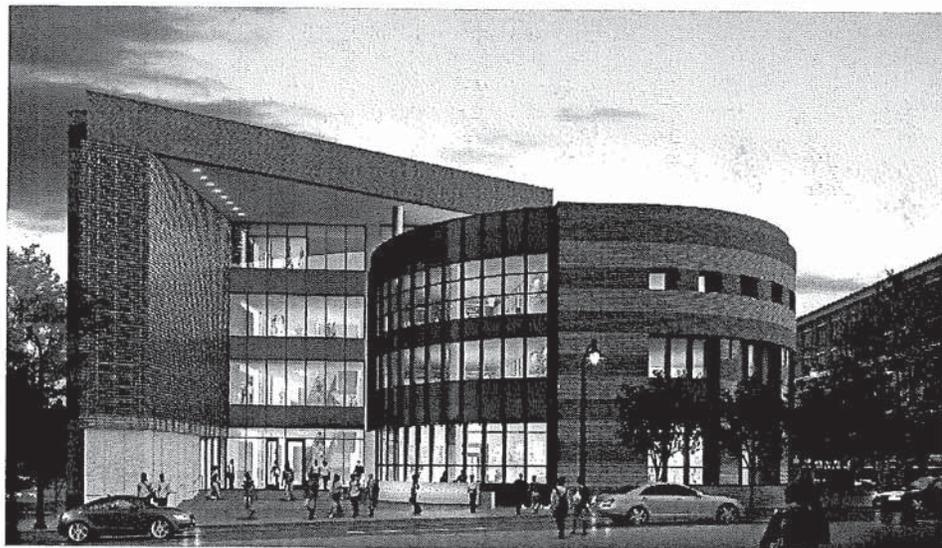
### MAIN PROGRAM ELEMENTS

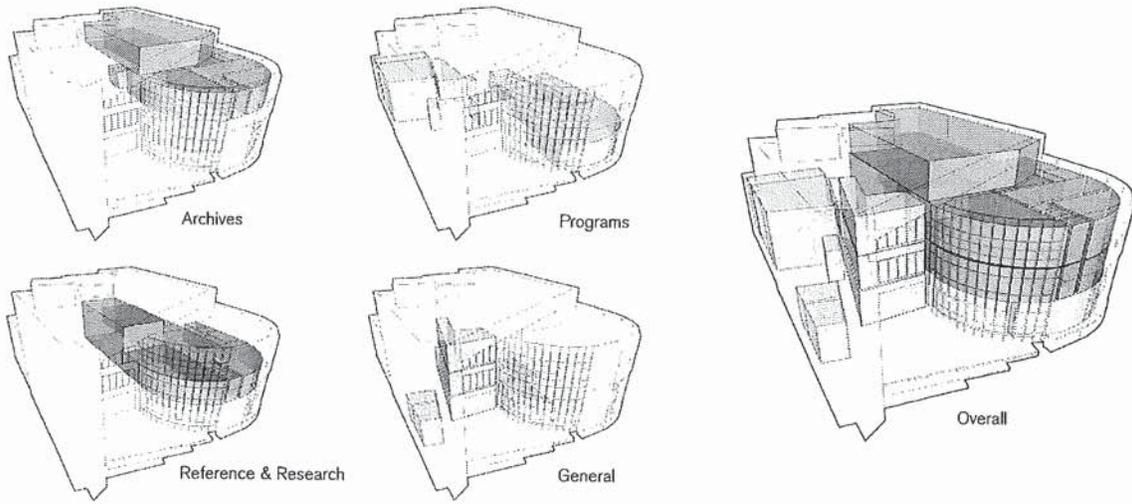
Auditorium  
Increased Gallery Space  
Increased Stacks Area  
Main Reading Room & Archives  
Reading Room  
Authors' and Writers' Lounge  
Educational Center  
Staff Work Areas

The Auburn Avenue Research Library (AARL) is one of four significant archive and research centers in the U.S. dedicated to Africana and African American collections and the first public library of its kind in the Southeast. Located in downtown Atlanta, GA the existing AARL is part of the Fulton County Public Library and occupies a four story, 55,717 SF building built in 1994. The collection contains a diverse number of primary source materials including books and manuscripts, art and artifacts, microforms, textiles, cartographic records, audio recordings, motion pictures and photographs. AARL hosts numerous events that bring their rich archive collection to the public through readings, film screenings, exhibitions and workshops.

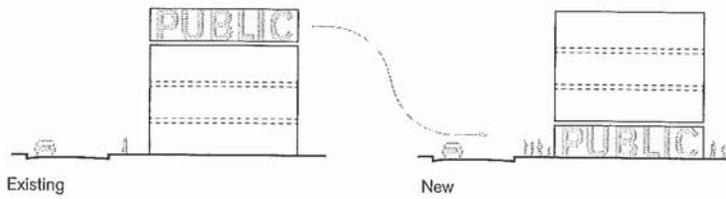
The Freelon Group has undertaken a comprehensive renovation and expansion of the library to 'reposition' the building and program to better serve AARL's mission. Extensive visioning sessions took place with the staff and county to determine what the new Auburn Ave experience should provide. From these sessions priorities unfolded to form the basis of the re-imagined program.

The building will expand to include new archive storage, auditorium, gallery space and public program rooms. A strategic realignment of program will bring public functions such as the auditorium, seminar rooms and galleries from the upper floors down to the ground floor level, in effect turning the building program upside down. This bold 'repositioning' of the building will bring the most active use portions of the library program to the street level and help AARL better engage its downtown context. These additions and enhancements will position AARL well into the future as a repository of information of national and global significance.

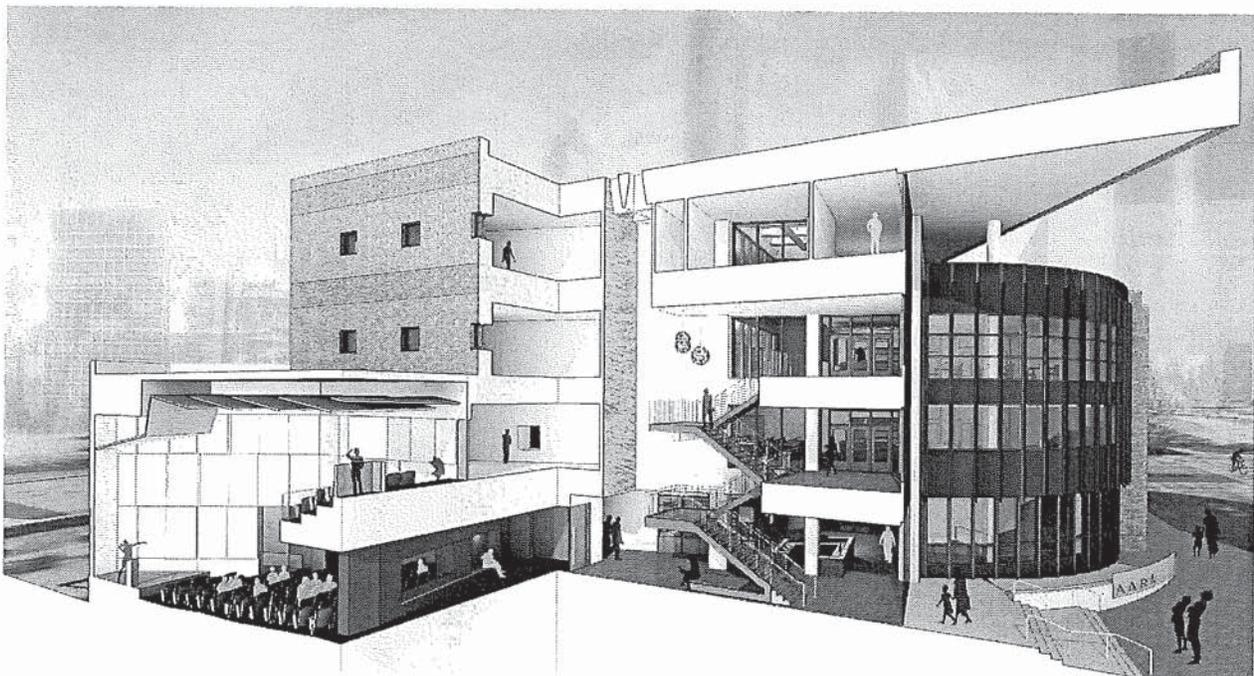




**Program Areas**



**Building Diagram**



## District of Columbia Public Library Martin Luther King Jr. Memorial Library Study and Renovation

### PROJECT TEAM

Freelon

### LOCATION

Washington, District of Columbia

### CLIENT CONTACT

Ginnie Cooper  
Chief Librarian  
DC Public Libraries  
ginnie.cooper@dc.gov  
T 202.727.0321

### SIZE

403,000 SF

### COST

Estimated \$230 Million

### OCCUPANCY DATE

TBD

### MAIN PROGRAM ELEMENTS

Collections  
Archives  
Adult  
Popular Reading  
Children's Hub  
Teen Space  
Adaptive Services  
Digital Commons  
Center for Innovation & Prototyping  
Marketplace  
Auditorium  
Cafe  
Parking  
Roof Garden  
Leasable Office Space

### SUSTAINABILITY

Pursing USGBC LEED® Gold  
Certified

### AWARDS

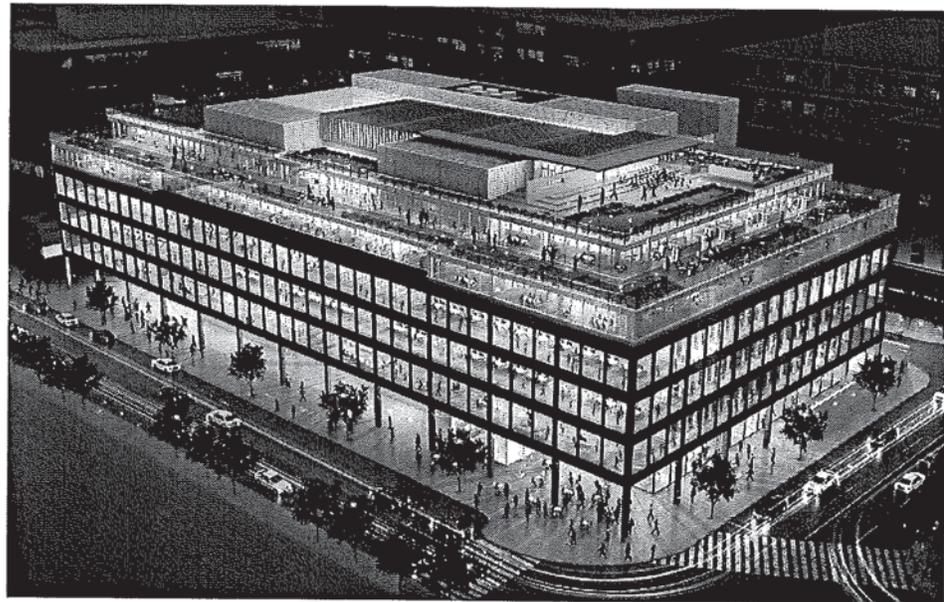
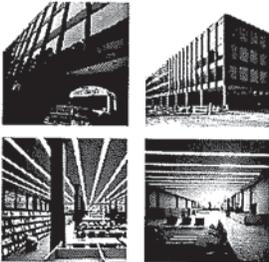
2013 Washington DC Momentum  
Award for Best Downtown  
Experience

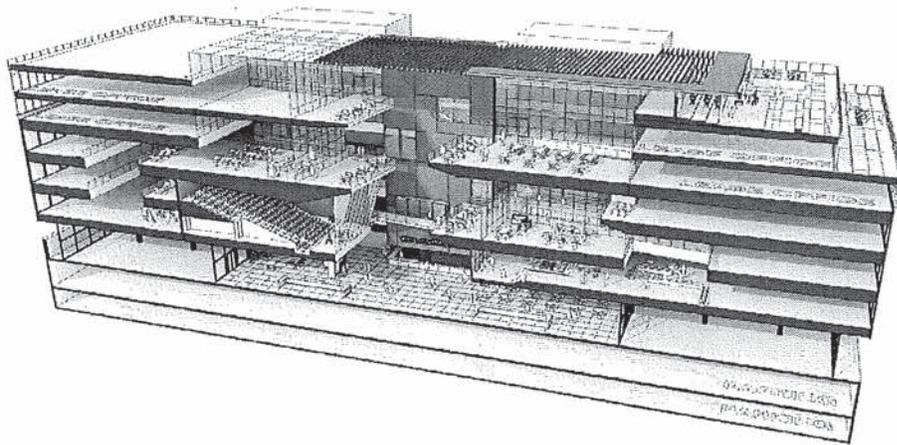
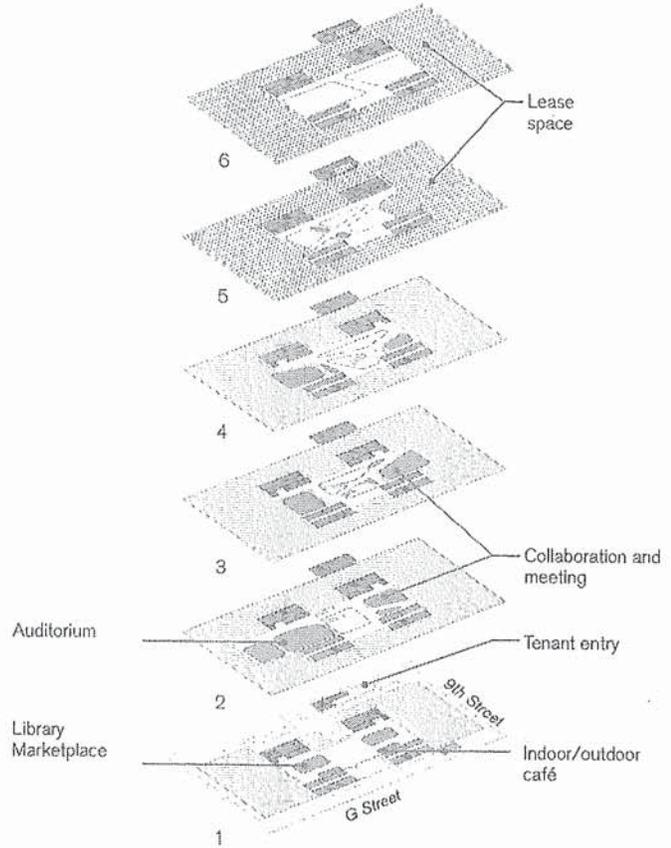
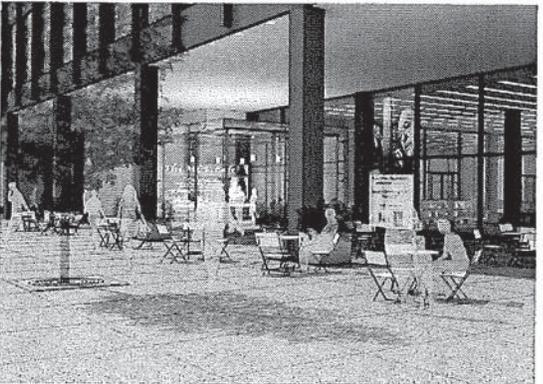
The District of Columbia's Martin Luther King Jr. Memorial was designed by Ludwig Mies van der Rohe and registered as a National Historic Landmark in 2007. After 50 years of service, the MLK Library no longer meets the needs of a modern central library. Systems are inefficient, technology is lacking, and spaces are not suited to host the multifaceted programs and events of today's library. DCPL came to Freelon with one simple question: "What is the expression of tomorrow's library in our nation's capital?"

We helped the library imagine flexible, technology enhanced spaces within the walls of the historic building. Rather than dismissing the restrictive covenants as barriers to growth, we helped envision a welcoming, light filled place that was engaged with the street. An expansive atrium connects visitors to their destinations and reveals the multitude of activities offered by the library. As the new heart of the library, the atrium is filled with spaces that promote collaboration and creative exchange.

Working closely with constituents, Freelon was able to align disparate stakeholders behind shared goals and convince skeptics that great things were possible. Public presentations and tailored meetings with special interest groups helped to hone ideas and galvanize stakeholders. An advisory group of former public library directors was consulted periodically through the process to test ideas and substantiate assumptions. A partnering approach with the Historic Preservation Office helped that agency understand that preservation went beyond the building to include the well being of a vibrant institution. Armed with broad public support and an exciting vision, the mayor of DC committed over \$100 million to the project.

Existing building Mies van der Rohe





## Z Smith Reynolds Library Wake Forest University

### PROJECT TEAM

Freelon

### LOCATION

Winston-Salem, NC

### CLIENT CONTACT

Lynn Sutton  
Library Director  
Wake Forest University  
suttonls@wfu.edu  
T 336.758.509

### SIZE

187,000 SF

### COST

Not Disclosed

### OCCUPANCY DATE

TBD

### MAIN PROGRAM ELEMENTS

New Entry  
Consolidated Services  
New Reading Rooms  
Classrooms  
Group Study  
Special Collections & Archives  
Improved Circulation

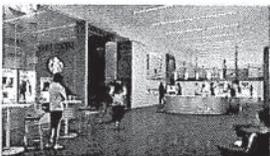
The Z Smith Reynolds Library (ZSR), long an icon on the Wake Forest University campus, plays an essential role in helping students assess quality information and develop critical thinking skills. Faculty members increasingly partner with librarians in their teaching and research and students must collaborate with their peers as education migrates toward a more learning focused paradigm. In order to realize these unprecedented opportunities, the library building needs new learning spaces that will inspire.

Freelon worked with University and ZSR staff to understand needs, evaluate efficiencies and build a vision worthy of the University, while also reflecting its values and traditions. The future Z Smith Reynolds Library, will greet visitors with a gracious, new entry portico – a gateway by day and beacon by night - that calls out to those who enter the campus and illuminates the library as a nexus for learning. The interior core of the building will be opened up to become a clear, light-filled passage connecting the arrival experience with the library's signature space, the Atrium. At the entry level, this expansive hall will host the library's consolidated service points in an easy-to-navigate hub of blended services.

Special Collections and Archives hold the most valuable treasures on campus. The new vision calls for a spacious, new Reading Room in a prominent location with adjoining classroom, administrative offices, gallery space and an outdoor terrace with campus vistas. Open, collaborative work and study spaces are planned for the fourth and sixth floors of the library's Wilson wing. Technology enhanced classrooms, group rooms and study zones will facilitate collaborative work while increasing access to digital resources.



Collaboration Area



Blended Services



Existing building



**820 S. Michigan Avenue Building  
Columbia College Chicago Library**

**PROJECT TEAM**  
Freelon

**LOCATION**  
Chicago, Illinois

**CLIENT CONTACT**  
Alicia Berg  
Vice President of Campus Environment  
Columbia College Chicago  
aberg@colum.edu  
T 312.369.7102

**SIZE**  
70,000 SF

**COST**  
Not Disclosed

**OCCUPANCY DATE**  
Fall 2014

**MAIN PROGRAM ELEMENTS**  
Learning Commons  
Collaborative Work Spaces  
Classrooms  
Automatic Storage/Retrieval System  
Event Space  
Cafe

The Johnson Publishing Building located at 820 Michigan Avenue will be repurposed into Columbia College's new library. The library will consolidate disparate collections at the geographic and academic center of their urban campus. As an institution committed to discovery and life-long learning, the new library unites the physical and digital domains into one state-of-the-art facility.

Freelon worked with an academic advisory group of department leaders across the college to develop a comprehensive stakeholder engagement process. Freelon delivered public progress updates, surveyed students and faculty, and interviewed library leaders. Based on the outcomes, eight focus group sessions were developed targeting the specific interests of staff, faculty, and students. This process confirmed assumptions but also revealed greater than expected desire for quiet study space and interest in special collections and archives.

The resulting design reinforces the library's mission to engender learning and knowledge creation rather than merely warehousing collections. Where prior programs only accommodated collection growth and moderate additional seating, Freelon found creative ways to consolidate existing services and leverage new collection storage to realize qualitative improvements as well. A new automated book storage and retrieval system will significantly compact collections, thereby enabling unrealized programs, more group study, collaboration, cafe, event, and previously unimagined technology enhanced classroom spaces to emerge within the library. It also makes space for the support mechanisms to better host exhibitions and new media inspired story telling. As libraries increasingly mix social and academic activities, the library will be a new gathering point on campus.

In the words of the college: "It will breathe. It will have a heartbeat."



Collaboration Area



Blended Services



Existing building



### District of Columbia Public Library Library Standards

**PROJECT TEAM**  
Freelon

**LOCATION**  
Washington, NC

**CLIENT CONTACT**  
Ginnie Cooper  
Chief Librarian  
DC Public Libraries  
ginnie.cooper@dc.gov  
T 202.727.0321

**SIZE**  
N/A

**COST**  
Not Disclosed

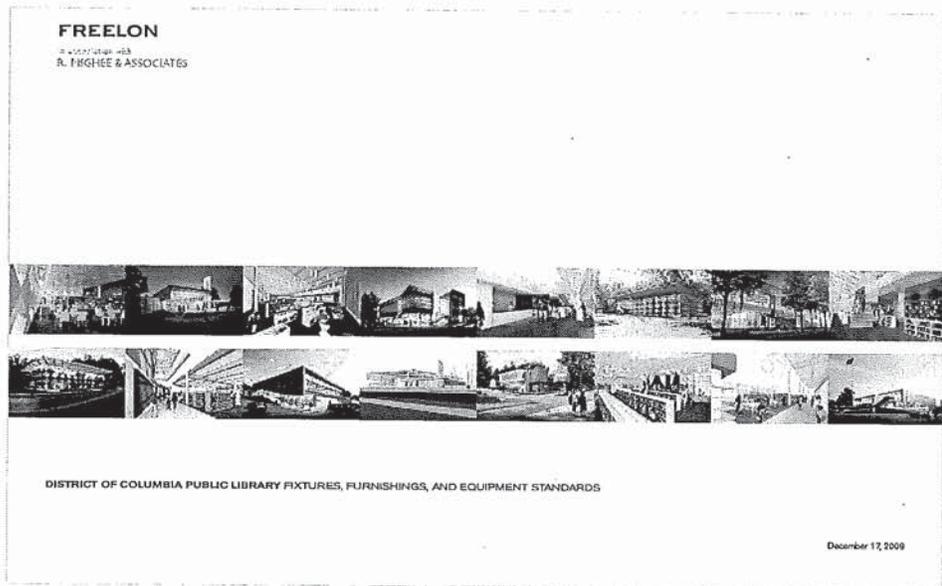
**OCCUPANCY DATE**  
N/A

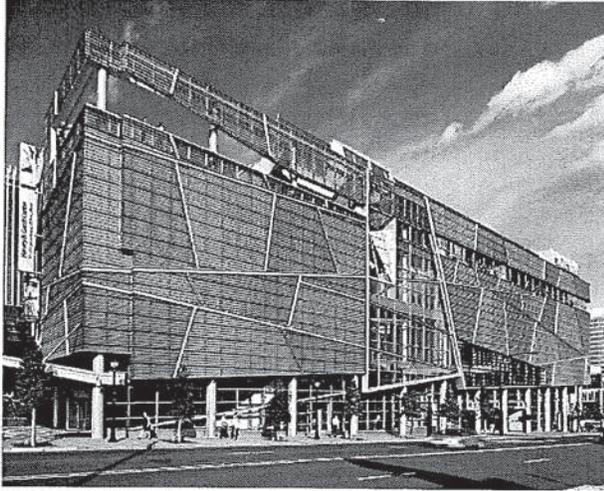
**MAIN PROGRAM ELEMENTS**  
N/A

In 2008, the District of Columbia Public Library (DCPL) commissioned Freelon to create a document which would contain their desired standards for fixtures, furnishings, and equipment to be used in all new and renovated Public Libraries in Washington, D.C. With plans to build and renovate numerous libraries in the near future, it was beneficial to "standardize" products in the buildings to allow for ease of maintenance and service. The standardization also enables the relocation of items between branches as the need arises.

In addition to easing maintenance and flexibility issues, the Library Standards supplements the design program for future projects. Through identification of components within the building, they help reduce the time required to select and review fixtures, furnishings, and equipment in each of the branches.

While specific items are listed in the document, the Library will be consulted to confirm that none of these items have changed or been modified. If questions arise or if products need to be changed based on specific projects, those are brought to the Library for consideration. The Fixtures, Furnishings, and Equipment Standards is intended to be a living and evolving document. The initial selections that are included in the document represent the DCPL's desires and intent during the design and construction of the first round of library projects. As those projects are completed, occupied, and used, items within this document will likely need to be revised and adjusted. Moreover, as new products are introduced and others discontinued, it will be necessary to revisit, update, and revise items within the document in order for it to remain current.





**AWARDS** 2011 Metal Construction Association  
Chairman's Award - Institutional Category  
2010 AIA North Carolina Honor Award

## Harvey B. Gantt Center for African-American Arts + Culture

Charlotte, NC

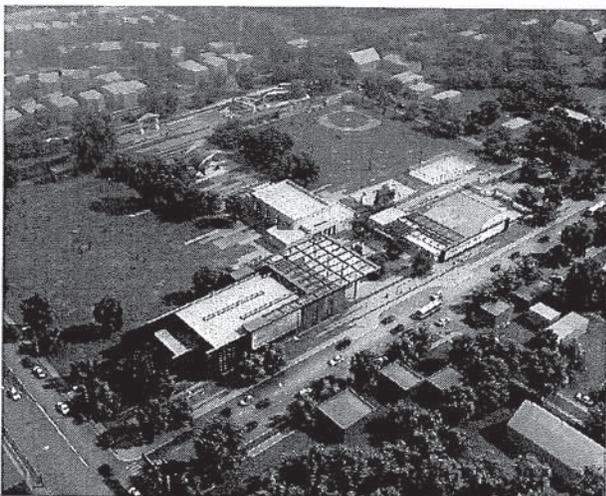
The Gantt Center celebrates contributions of African Americans to our nation's culture and serves as a vital resource in Charlotte for music, dance, theater, visual arts, arts education, literature and community outreach. Community and corporate involvement informed the design and was critical to the process—allowing the team to push design strategies early and deliver a dynamic community center for downtown Charlotte.



## Smithsonian Institution National Museum of African American History and Culture

Washington, DC

As part of the Master Facilities Programming effort for the new NMAAHC, Freelon implemented a dynamic process that included eight public meetings in cities across the country to solicit input from a broad cross section of potential visitors and contributors. Our conclusion: NMAAHC will be a museum like no other. It will present quintessentially American stories of courage, creativity, resiliency, and the struggle for freedom through the lens of the African American experience.



## Historic Emancipation Park Project

Houston, TX

"Celebrate Freedom" is the theme for the re-envisioned Emancipation Park. Freelon developed a plan to embody this theme and create a place which will become a platform for opportunities of expression. A promenade commemorates the park's history and multiple performance/event spaces anticipate increased cultural expression. As a critical part of reinventing this historic landmark, the team held numerous large meetings as well as more intimate workshops to engage a broad cross-section of the Houston Community.

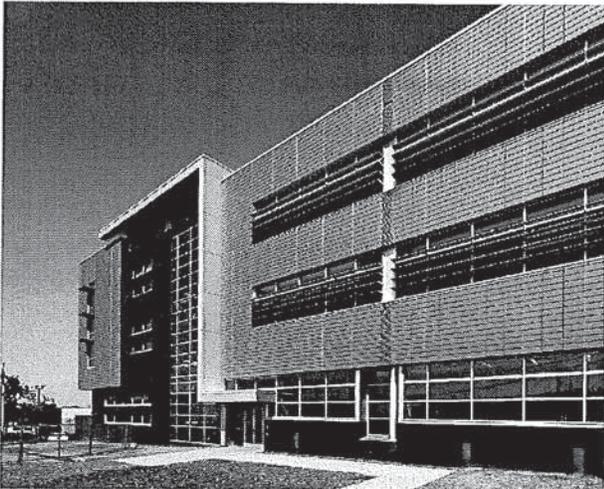


**AWARDS** 2009 Durham City-County Appearance Commission  
Golden Leaf Awards for Community Appearance

### **Durham Station Transportation Center, City of Durham**

Durham, NC

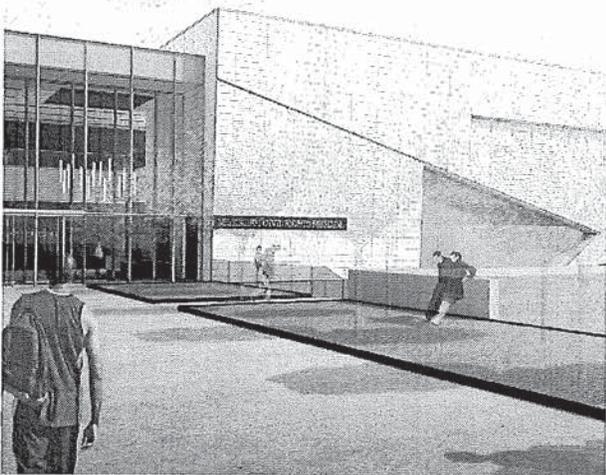
The two-story, 10,300sf DSTC serves four and one-half million of DATA's five million annual passengers. Public engagement was a critical component to the design process. Keeping stakeholders informed and involved at each project phase allowed for the empowerment of the community in the development of their multimodal transportation facility. The Station is at the heart of Durham's flourishing downtown and serves as a hub for the larger Triangle area.



### **Durham County Human Services Complex**

Durham, NC

On a full city block in Downtown Durham, the new DCHS Complex houses the Departments of Public Health, Social Services and a large county meeting space. As a courtyard building, the facades all front their respective streets, reinforcing its urban presence. By contrast, the internal courtyard is a "gem" set within its gritty urban condition. Programming revealed a clear stakeholder message: build the new facility in its current location downtown. As a catalyst for growth along East Main Street, the project has been lauded as a place for and about the residents of Durham.



### **Mississippi Civil Rights Museum**

Jackson, MS

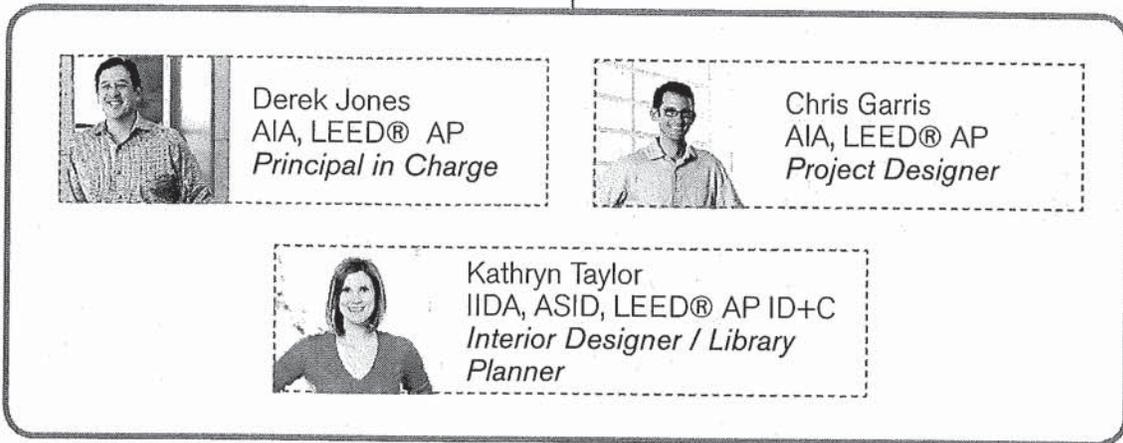
The Mississippi Civil Rights Museum tells the troubling and uplifting stories of the Civil Rights movement in Mississippi. Understanding this complex history was only possible by hearing the stories first hand. Two statewide stakeholder meetings were held, with the goal of listening to citizens and seeking a vision for this important institution. Informed by citizen feedback, the team crafted a project mission statement that became the driver for design.

# 3

## Project Team

The following organizational chart and resumes of personnel assigned to this project are based on our current understanding of needs. Should the scope increase or the need for other specialized skills come into play, we can grow the team accordingly. Each of the individuals listed will be committed to the scope of work through its completion. No individuals will be removed or changed without the prior approval of the Owner.

### ORANGE COUNTY PUBLIC LIBRARY



The Freelon Group Architects



## DEREK JONES

AIA, LEED AP  
MANAGING PRINCIPAL

As head of Freelon's Project Management Group, Derek oversees the service and execution aspects of our practice, ensuring that management continuously supports superior design and personalized attention to our clients. Derek also leads many of our cultural projects providing project management, architecture and interior design services on a wide range of project types and sizes, including theaters, museums, and libraries. His cross-cultural background helps him navigate multiple perspectives and facilitate the dialogue and expression of disparate cultures. In his 20-year career, Derek has completed large complex projects for the World Bank, Kodak, Scholastic Publishing, Hewlett-Packard, and Goldman Sachs among others.

### EDUCATION

Master of Architecture,  
Princeton University

Master of Fine Arts,  
Tama University of Art, Tokyo, Japan

Bachelor of Arts,  
Wesleyan University

### CERTIFICATION

Registered Architect: NC, NY, NJ  
LEED Accredited Professional

### FEATURED PROJECTS

- DC Public Libraries, Martin Luther King Library | Washington, DC
- Wake Forest Z Smith Reynolds Library | Winston-Salem, NC
- Columbia College Chicago Library | Chicago, IL
- Durham Station Transportation Center | Durham, NC
- Gregg Museum of Art and Design, Phase I: Feasibility Study, Phase II: Design Services, NC State University | Raleigh, NC
- NC Department of Health & Human Services, Cherry Hospital | Goldsboro, NC



## CHRIS GARRIS

AIA, LEED AP  
SR PROJECT DESIGNER

As an Associate Principal and Senior Designer, Chris is an advocate for design excellence both on individual project teams and office-wide design initiatives. His passion and curiosity guides him to meaningful, award winning solutions to complex problems. Design concepts derived from client specific needs and conditions form the foundation of his design philosophy. Chris has been associated with many large and complex projects during his ten year tenure at Freelon. He has led teams to think creatively about every project opportunity from large planning exercises to project specific detailing, each reinforcing a project's conceptual ideas.

### EDUCATION

Bachelor of Architecture  
North Carolina State University

Bachelor of Environmental Design, Architecture  
North Carolina State University

### CERTIFICATION

Registered Architect: NC  
LEED Accredited Professional

### FEATURED PROJECTS

- DC Public Libraries, Martin Luther King Library | Washington, DC
- Columbia College Chicago Library | Chicago, IL
- Mississippi Civil Rights Museum | Jackson, MS
- Wake Forest Z Smith Reynolds Library | Winston-Salem, NC
- Puppetry Museum Competition | Atlanta, GA
- Harvey B Gantt Center for African American Art + Culture | Charlotte, NC
- Durham Station Transportation Center | Durham, NC
- International Civil Rights Center and Museum | Greensboro, NC



## **KATHRYN TAYLOR**

ASID, IIDA, LEED AP ID+C  
LIBRARY PLANNER

Kathryn's specialty is the creation of exceptional interior environments. She has design experience on a broad range of project types and sizes, serving as lead interior designer to many of the firm's award winning design projects including: District of Columbia Anacostia Neighborhood Library, District of Columbia Tenley-Friendship Neighborhood Library, Durham South Regional Library, International Civil Rights Center & Museum, and The National Center for Civil and Human Rights.

Kathryn provides library planning and design leadership for every Freelon library from branches and central libraries to system wide design and furnishing standards. Kathryn is thoroughly knowledgeable of current standards for library operation as well as furnishings and equipment. Her experience with public institutions and ease with stakeholders helps to win client trust and focus diverse interests toward a shared vision.

### **EDUCATION**

Bachelor of Science, Chemistry,  
Louisiana State University

Bachelor of Science, Interior Design,  
Meredith College

### **CERTIFICATION**

NCIDQ Certified  
LEED Accredited Professional

### **FEATURED PROJECTS**

- DC Public Libraries, Martin Luther King Library | Washington, DC
- DC Public Libraries, Anacostia | Washington, DC
- DC Public Libraries, Tenley-Friendship | Washington, DC
- Northwest Library | Atlanta, GA
- Wake Forest Z Smith Reynolds Library | Winston-Salem, NC
- Columbia College Chicago Library | Chicago, IL
- Auburn Avenue Research Library | Atlanta, GA
- Durham County Library, South Regional | Durham, NC

# 4

## List of Current Ongoing Projects

### List of Current Ongoing Projects

The timing of your project fits well with our workload. As you can see from the list of active projects below, many of our projects are nearing completion of construction or have just completed the construction documentation phase freeing up staff at all levels.

### Proximity to Site

Located in Durham, NC, our office and staff members are just a short drive from your offices, your prospective sites, and the communities you serve. As such, we do not see any costs associated with making trips to the area.

PROJECT	START	END	COST
Atlanta Fulton Public Library <i>Auburn Avenue Research Library   Atlanta, GA</i>	May 2012	March 2015	\$13.6 M
Atlanta Fulton Public Library <i>Northwest Library   Atlanta, GA</i>	May 2013	April 2015	\$8 M
Departments of Public Health, Mental Health and Social Service <i>Durham County Human Services Complex   Durham, NC</i>	Oct 2005	Feb 2014	\$70 M
Historic Emancipation Park <i>Houston TX</i>	Oct 2010	2015	\$33 M
Mississippi Civil Rights Museum <i>Jackson, MS</i>	Dec 2011	Feb 2017	\$19.2 M
National Center for Civil and Human Rights <i>Atlanta, GA</i>	March 2009	July 2014	\$20.6 M
NC Department of Health & Human Services <i>Broughton Hospital   Morganton, NC</i>	July 2005	Dec 2015	\$130 M
NC Department of Health & Human Services <i>Cherry Hospital   Goldsboro, NC</i>	July 2005	June 2014	\$93 M
NC Electric Membership Cooperative Headquarters <i>Raleigh, NC</i>	Nov 2013	TBD	Not Disclosed
North Carolina State University <i>Gregg Museum of Art and Design   Raleigh, NC</i>	Feb 2010	TBD	\$5.4 M
Smithsonian Institute <i>National Museum of African American History and Culture   Washington DC</i>	April 2009	Spring 2016	\$500 M
University of Maryland Eastern Shore (UMES) <i>Engineering, Aviation Science, Computer &amp; Mathematical Sciences (EACMS)   Princess Anne, MD</i>	Nov 2007	Summer 2015	\$86 M
Wake Forest University <i>Z Smith Reynolds Library   Winston-Salem, NC</i>	Oct 2013	TBD	Not Disclosed

# 5

## Sub-Consultants

We do not anticipate the need for any consultants for this scope of work.

# 6

## M/WBE & Disadvantaged Business Affiliation

The Freelon Group is a NC certified Historically Underutilized Business (HUB) firm. As such, we are acutely sensitive to problems which HUB firms face and we strive diligently to identify and include other minority, women owned and disadvantaged businesses in our projects when the opportunities arise.

# 7

## Legal Disclosure

In over 23 years of professional practice, Freelon has not been a party to a major claim brought by a client or prime contractor. During this same period of time, our projects have not experienced major technical problems resulting from design errors or omissions.

# 8

## Firm Billing Rates

2013 Firm Billing Rates			
Principal I	\$230.00	Intern I	\$90.00
Principal II	\$160.00	Intern II	\$90.00
Associate Principal   Director	\$140.00	Admin I	\$105.00
Designer   PM   PA I	\$130.00	Admin II	\$95.00
Designer   PM   PA II	\$115.00	Admin III	\$60.00
Designer   PM   PA II	\$100.00		

# 9

## Contract Agreement

We have reviewed the standard contract agreement and have no reservations with signing it.

# 10

## Affidavits & Forms

### 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: The Freelon Group

BY: (printed name) Derek Jones

SIGNATURE: \_\_\_\_\_

MAILING ADDRESS: 5310 South Alston Ave. Suite 320

CITY/STATE/ZIP CODE: Durham, NC 27713

TELEPHONE NUMBER: 919.941.9790

FAX NUMBER: 919.767.0144

### ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
<u>1</u>	<u>12/03/2013</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina  
County of Orange

Proposal Request No. 5198

Derek Jones, being first duly sworn, deposes and says that:

- 1. He/She is the Managing Principal of The Freelon Group, 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  
 Principal  
 Title

Subscribed and Sworn to Before Me,

This 10 day of December, 2013

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

My Commission Expires: \_\_\_\_\_



STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

\*\*\*\*\*

I, Derek Jones (the individual attesting below), being duly authorized by and on behalf of The Freelon Group (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 10 day of December, 2013.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: Derek Jones  
State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2013.

My Commission Expires:

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

(Affix Official/Notarial Seal)



---

**THE FREELON GROUP | ARCHITECTS**

5310 SOUTH ALSTON AVENUE  
BUILDING 300  
DURHAM, NC 27713

919.941.9790  
919.767.0144

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

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# FREELON

January 10, 2014

Jeffrey E. Thompson  
 Director  
 Orange County Asset Management Services  
 131 W. Margaret Lane  
 Hillsborough, NC 27278

**Re: Orange County Public Library Siting Facilitation**

Dear Mr. Thompson:

The Freelon Group (Freelon) is pleased to submit this proposal for services to facilitate public engagement meetings to gather information from the community on the programs, space requirements and site preferences for a future Southern Branch Library. We have based our proposal on discussions to date, the OCPL Community Needs Assessment (2012), the Orange County Public Library Strategic Plan 2013-2016, and information we have gathered from our interview last week.

### Scope

We understand that this is not a design effort. Rather, we will collect information necessary to identify and evaluate potential branch library sites. We will also generate a rough order of magnitude program that may be the basis of subsequent design work under a separate contract. The primary objectives of this scope of work will be to gather and prioritize public opinion regarding:

1. Desirable Programs and Services in the new branch library
2. Site selection criteria for future Southern Branch Library
3. Preliminary Southern Branch Library Program to define general qualitative preferences as well as a rough order of magnitude space list

In addition, Freelon will be a member of the due diligence team to review specific technical questions about an assigned site.

We have based this proposal on a process involving three (3) public meetings and five (5) meetings with Orange County Public Library Leadership Team. Each public meeting will be preceded by an internal planning and strategy session with the OCPL Leadership Team including some additional meetings to review and develop programming scenarios.

### Process

As we all know, public engagement is a creative and open ended process subject to unexpected conditions and issues. As such, we must always be nimble and ready to change our strategy as circumstances require. Nevertheless, we anticipate the following general process:

**Public Input Facilitation (Meeting 1):** Freelon will meet twice with the OCPL Leadership Team to learn about the Library's internal vision, determine strategic goals, and learn about any systemic criteria that must be maintained across county and library facilities. We will also use these sessions to schedule and plan for the public meeting. The first public meeting will begin with an overview of the process and a brief presentation on the changing role(s) of public libraries to encourage expansive thinking among the participants. This will be followed by a series of public exercises to solicit broad ideas about the services and feel of the future library.

**FREELON**

Page 2 of 3  
 Mr. Jeffrey Thompson  
 January 10, 2014

Public Input for Strategic Programming (Meeting 2): Freelon will meet once with the OCPL Leadership Team to review the outcome of the previous meeting, prioritize gathered information, and plan the second public meeting. At the second public meeting Freelon will report back findings from the first session. We will also conduct a series of more focused exercises to delve deeper into commonly shared priorities and/or themes of particular interest. Part of the effort will be focused on more detailed siting criteria. If a particular site has been identified, exercises may be specific to the conditions of that site option.

Final Report (Meeting 3): Freelon will meet twice with the OCPL Leadership Team to review the outcome of the previous meeting, prioritize gathered information, and review preliminary programming documents. We envision a cycle of 2-3 revisions of the program document which will include projected space allocations, operational adjacencies, and qualitative descriptions based on Leadership Team and public feedback. If a site has been assigned, the program may be projected onto the site to evaluate how it fits the physical conditions of the site. The third and final public meeting will be used to report back findings in the presence of the Board of County Commissioners and interested members of the public.

Site Review Due Diligence: We understand that an Orange County team will review an assigned site for the future Southern Branch Library. Freelon will be available to provide input on specific technical questions after review by other members of the due diligence team to help measure compliance with the technical requirements of a branch public library.

**Deliverables**

Freelon will submit five (5) hardcopies and one (1) electronic copy of the Final Report. Though the exact contents may vary, the Final Report will generally include:

- Executive Summary
- Process (including a summary of public sessions and major findings)
- Site Selection Criteria
- Preliminary Southern Branch Library Program
- Program Adjacency Diagram
- Component Program Test Fit (of an assigned site)
- Next Steps

**Schedule**

We understand that a contract for this initial phase of work will be finalized by the end of January 2014. Although no milestone dates have yet been discussed, we anticipate the entire process from our first meeting with the OCPL Leadership Group to the delivery of the Final Report to be approximately 3-4 months. Based on OCPL's needs this time can be adjusted.

**Compensation**

For the above noted scope of services, we propose a lump sum fee of **Twenty-Nine Thousand Five Hundred Dollars (\$29,500)**. Fees will be billed on a monthly basis as a percent complete according to the following table:

Public Input Facilitation	\$ 15,000
Strategic Southern Branch Programming	\$ 10,000
Technical Site Review Assistance	\$ 1,000

**FREELON**

Page 3 of 3  
 Mr. Jeffrey Thompson  
 January 10, 2014

Final Report	\$ 3,500
<b>TOTAL</b>	<b>\$ 29,500</b>

**Estimated Reimbursable Expenses** **\$ 1,500**

Reimbursable expenses will be billed at cost + 10%. Typical expenses include printing, copying, and travel. Any unusual expenses such as out of town travel or lodging will be pre-approved by the owner. We do not anticipate expenses to exceed 5% of the fee.

**Architectural Rates**

The following are the architectural labor rates to be used for the calculation of additional services not contained within this proposal:

Managing Principal	\$ 170
Lead Designer	\$ 145
Library Planner	\$ 110
Intern	\$ 70

We appreciate this opportunity to provide services to Orange County Public Library and look forward to starting the public facilitation process. We are happy to answer any questions or discuss adjustments to this proposal.

Sincerely,

**THE FREELON GROUP, INC.**



Derek Jones, AIA LEED AP  
 Principal