

Gates County Schools



Request for Qualifications

February 7, 2017

Architectural Services

Central Middle School

Interest in Project

Due By:

February 17, 2017

5:00 PM

coserver.gates.k12.nc.us

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

Project Overview and Purpose

The Gates County Board of Education is soliciting this request for qualifications (the “RFQ”) for architectural services for renovation, demolition, and construction work to be performed at the Central Middle School located at 362 US Highway 158 West Gatesville, NC (the “Middle School”). Architectural services will be procured through a competence and qualification-based selection process, without regard to fee other than unit price information (if requested) at this stage, in accordance with N.C.G.S. " 143-64.31, G.S. 143-64.32 and G.S. 115C-521. As provided in N.C.G.S. ' 143-64.31, the Board of Education, after identifying the best qualified firm, shall negotiate a contract for the services at a fair and reasonable fee. If the contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and negotiations shall be initiated with the next best qualified firm or another request for qualifications may be issued if the Board of Education does not feel that there are any other qualified firms who replied to this RFQ. The Board of Education reserves the right to reject any or all submissions and to place more or less weight on any or all aspects of a firm’s qualifications.

The said renovation, demolition, and construction work will occur while students will remain on campus and will include the following (the “Project”):

- Demolish and reconstruct the administration section, 8th grade wing, and gymnasium.
- New construction consists of an eighth grade wing, gymnasium, locker rooms, media center, music/band room, art room, group toilet, teacher work room and an administrative area including guidance and student support services.
- The existing seventh grade wing will be renovated. It may include upgraded HVAC system, floor coverings, lighting, windows and doors.
- The existing sixth, seventh grades areas along with the cafeteria will be retained and painted.
- The existing cafeteria will continue to be utilized.

All submissions must have ten (10) copies marked “Submission for Providing Architectural Services for Central Middle School” and be received in the office of Mr. Rube Blanchard, CFO, by 5:00 pm on February 17, 2017. The sealed submission shall be addressed as follows:

Mr. Rube Blanchard, CFO
Gates County Board of Education
205 Main Street
P.O. Box 125
Gatesville, NC 27938

Facsimile machine and/or email submittals will not be acceptable. All submissions shall be signed by an individual authorized to represent the firm who is submitting the qualifications.

Project Details

- Interested firms are to email Mr. Rube Blanchard blanchardr@gatescountyschools.net of their interest in the Project by 5:00 pm on Friday February 17, 2017 to insure inclusion into all emailed correspondence.
- All correspondence will be conducted by blind copy to insure the anonymity of all interested firms.
- The Gates County Board of Education may interview representatives from firms who submit qualifications.
- The Gates County Board of Education's Architect Contract will be used as a template for this project, a copy of which is attached as Exhibit A. The Board of Education and the selected firm will negotiate the final contract using the said template. If the terms of the final contract cannot be agreed upon, negotiations with the applicable firm shall be terminated, and the Board of Education shall then initiate negotiations with the next best qualified firm or another request for qualifications may be issued if the Board of Education does not feel that there are any other qualified firms who replied to this RFQ.
- The Review Committee will consist of representatives from the two Board of Education members, two County Commissioners members, Superintendent, CFO and maintenance personnel.
- Questions must be submitted electronically to Mr. Rube Blanchard blanchardr@gatescountyschools.net.
- Responses to questions will be emailed by blind copy to all firms.

Submission Format

Submissions must be complete, organized, and comply with the following conditions:

- Incomplete submissions will be disqualified.
- Follow the submission format exactly; evaluations will reflect the submitted format.
- Provide the submission in a letter-size binder approximately 10" x 11 ½" x 1 ½" deep or less.
- Information should be bound in a compact manner for long-term storage at a maximum of 1 ½" in depth.
- Under project references, clearly state the name of the entity who performed the referenced work. If the work was performed under the employment of another firm or as part of a joint venture, indicate so by naming that firm or members of the joint venture and identify the specific portion of the project that your firm performed.
- If you are submitting a package to perform the work as part of a joint venture, provide separate project lists clearly indicating the name of the firm that will complete each portion of the Project and provide information regarding each member of the joint venture.

Front of Binder

- Letter of Interest
- RFQ Submission Checklist Form

Tabs (1 through 5)

- In each Tab include the information as indicated in this RFQ.

Selection Timeline

Request for Qualifications Released

February 7, 2017

Firms to notify blanchardr@gatescountyschools.net of interest in project	February 17, 2017
Due date for Statement of Qualifications submittal	February 24, 2017
Interviews, if appropriate	March 6, 2017
School Board Approval	March 6, 2017

The timeline illustrated above is an estimate. It is subject to change according to the schedule availability of the selection committee members.

**GATES COUNTY SCHOOLS
RFQ SUBMISSION CHECKLIST FORM**

Name of Firm: _____

Contact: _____

Phone: _____

Email: _____

REQUIRED DOCUMENTS

- 1. Letter of Interest
- 2. This RFQ Submission Checklist Form
- 3. Submission of Qualifications
- 4. Conflict of Interest Disclosures
- 5. Certificate of Residency for the Firm
- 6. HUB or Minority Owned Business Certification, if applicable
- 7. Supplemental Information (optional)

PLACEMENT

- Insert at front of binder
- Insert at front of binder
- Insert in Tab 1, 2, 3, 4
- Insert in Tab 5
- Insert in Tab 5
- Insert in Tab 5
- Insert in Tab 6

Submission Content

Tab 1: Firm Information

- 1.1 Firm Name:
- 1.2 Business Address:
- 1.3 Telephone/fax number:
- 1.4 Contact/email address:
- 1.5 Type of organization: Individual or sole proprietorship, professional corporation, corporation partnership, joint venture or other
- 1.6 Name of Principals:
- 1.7 Professional History:

- 1.8 Provide last three years of financial statements (audited, if available)
- 1.9 Professional Affiliations:
- 1.10 Honors and Awards:
- 1.11 Professional and Civic involvement:
- 1.12 Comment on the firm's specialized expertise:
- 1.13 Number of years the firm has designed K-12 educational facilities:
- 1.14 Provide the firm's annual billings for the past three years and indicate the percentage that represents K-12 billings.
- 1.15 Provide the firm's organization chart indicating the following:
 - Total number of registered architects and the number of years with the firm
 - Total number of employees
- 1.16 Provide the firm's sample insurance certificate.
- 1.17 Provide the firm's history of claims and litigation for the past three years and how these claims were resolved.
- 1.18 Is the firm HUB or M/WBE certified? If so, identify certifying agency.
- 1.19 Provide a history of HUB or M/WBE utilization for the past three years.
- 1.20 Does the firm have in-house Civil, Structural, MEP Engineering or other Consultants expertise?
- 1.21 Provide any comments or concerns the firm has with the Owner/Architect contract.
- 1.22 Is the firm's principal office or a secondary office located in this school district?
- 1.23 Does any member of the firm's team presented for this project live in this school district?

Tab 2: Firm's Management Style & Philosophy

- 2.1 Does the firm create its own Project Manuals/Specifications or is this service contracted out?
- 2.2 Does the firm have a history of producing school district-specific master specifications?
- 2.3 Do the firm's qualifications rely on any associate architects and/or consultants?
- 2.4 Provide the current workload of the firm versus the firm's workload capacity (expressed by the number of projects, their budget and the phase they are currently in).
- 2.5 Provide information on how many architect employees have been added to the staff in the past 12 months and how many architects have left the firm in the past 12 months.
- 2.6 Describe the firm's culture, vision and philosophy.
- 2.7 Describe the firm's design philosophy.
- 2.8 Describe the firm's organization and project management philosophy.
- 2.9 Describe the firm's programming and design process.
- 2.10 Describe the firm's quality control program during the design services.
- 2.11 Provide history of the firm's design time schedule adherence.
- 2.12 Describe the firm's philosophy and practice of document coordination.
- 2.13 How does the firm handle its errors and omissions? Provide an example.
- 2.14 Provide a history of the firm's accuracy in developing project budgets for school districts.
- 2.15 Provide a summary of the firm's bidding history, include the extent of addendum's issued and number of pages.
- 2.16 Describe the firm's philosophy regarding value engineering.
- 2.17 Describe the firm's coordination practices during preconstruction with the General Contractor/Construction Manager.
- 2.18 Describe the firm's use of technology during design services and construction administration phases of the project.
- 2.19 How does the firm handle warranty issues?
- 2.20 Identify the firm's most successful project and why.
- 2.21 Identify the firm's most unsuccessful project and why.

Tab 3: Firm References

- 3.1 Please provide a list of project references similar to this project(s) you are proposing on:
- Consider the school district, function and size of the project and the project delivery system
 - List up to ten (10) projects and include Owner, Consultants, General Contractor/Construction Manager Subcontractor(s) references (minimum of one) with contact name, email address, phone and fax numbers
- 3.2 For the projects listed above, provide the following information:
- Owner's initial number of calendar days for design and contract document phases
 - Describe schedule overruns during the design and contract document phases
 - Owner's initial budget for construction cost
 - Initial contract amount with the General Contractor/Construction Manager
 - Final contract amount

Tab 4: Project Team

- 4.1 Provide team organization chart for the project(s) you are proposing on, including back-up personnel:
Provide resumes and references for the team proposed. Include Owner, Consultants and General Contractor (if applicable)
Provide Construction Manager references with contact name, phone and fax numbers (if applicable)
- 4.2 Will construction administration on this project(s) be performed with staff that was involved in the design and production of the contract documents?
- 4.3 Provide current workload of the team proposed by number of projects, their budgets and current phase (design, contract documents or construction).
- 4.4 Describe the involvement of a firm's principal in this project and their extent of involvement.
- 4.5 Include a tentative design services schedule.
- 4.6 List proposed consultants to be used for this project(s).
- 4.7 Do you see any potential conflicts of interest if awarded this project(s)?

Tab 5: Forms

- Conflict of Interest Disclosure
- Certificate of Residency for the Firm
- HUB or Minority Owned Business Certification, if applicable

Tab 6: Supplemental Information

Exhibit A

Contract Template

[the following 24 pages]

**STATE OF NORTH
CAROLINA COUNTY OF
GATES**

ARCHITECT CONTRACT

THIS AGREEMENT (the "Agreement" or "Contract") made as of the ___ day of _____, 20___, by and between **THE GATES COUNTY BOARD OF EDUCATION** (hereinafter "Owner") and _____, a _____ (hereinafter "Architect").

PREAMBLE:

A. The Owner intends to preform renovation, demolition, and construction work at the Central Middle School (the "Project") located at 362 US Highway 158 West Gatesville, NC.

B. The scope of the Project is more particularly described in Exhibit A attached hereto. A copy of the Architect's proposed timeline is attached hereto as Exhibit B.

C. The services to be provided by the Architect pursuant to this Agreement include but are not limited to: the location and/or identification by Architect of access roads, service yards, on-site utilities, off-site utilities up to a distance of three hundred (300) feet from the Project, and demolition work; the integration of electrical, plumbing and mechanical systems serving existing and new construction; and the taking of field measurements of existing building, facilities, and systems as necessary.

D. The Basic Services to be provided by the Architect pursuant to this Agreement also include but are not limited to the translation of agreed upon Project requirements into architectural design plans and specifications to meet the requirements of the North Carolina Building Code, the

Department of Insurance of the State of North Carolina, the North Carolina Department of Labor, the U.S. Army Corps of Engineers, the North Carolina Department of Environment and Natural Resources, the North Carolina Department of Public Instruction and applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, State and Federal Occupational Safety and Health Acts and regulations, State and Federal underground storage tank regulations and local land use ordinances. The Architect shall also ensure that the plans and specifications meet the requirements of utility providers, including, without limitation: electricity, telephone, water, sanitary sewer, natural gas and wire and wireless electronic media.

NOW, THEREFORE, the Owner and Architect, for good and valuable consideration as set forth in this Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1. The provisions of the preamble to this Agreement, as the same appears on page 1 and 2 of this Agreement, are hereby incorporated as part of this Agreement. The Architect agrees to provide professional services for the Project as set forth in this Agreement and acknowledges that the description of the Project set out in the preamble above, as the same may be revised pursuant to the provisions of this Agreement, constitutes the scope (the “Scope” or “Scope of Work”) of the Project for purposes of interpreting this Agreement.

ARTICLE 2. The Owner agrees to pay the Architect as compensation for services as follows:

2.1 For Basic Services, as set forth in Article 3 of this Agreement, and any services as set forth in Articles 13 and 14 of this Agreement, the Architect shall be paid _____ percent (%) of the Estimated Project Construction Cost as defined in Article 7.1. When the Estimated Project Construction Cost is updated per Article 7.1 (but not per Article 3.1.3, 3.2.2,

or 3.3.2), the Architect's fee referenced in the previous sentence shall be adjusted to a flat fee equal to _____percent (%) of that updated Estimated Project Construction Cost (the "Basic Services Fee"). In the event the Project Construction Cost exceeds the Estimate Project Construction Cost as updated pursuant to Article 7.1 by more than two and one half percent (2.5%) (the "Excess Amount") due solely because of changes requested by the Owner which increase the Scope of the Project, Owner shall pay to the Architect an additional sum equal to _____(%) of the Excess Amount.

Payments made for the Basic Services, as set forth in Article 3, shall be made monthly, except for the final one percent (1%) of the fee for Basic Services, in proportion to services performed so that the following percentages of the total Basic Services Fee will have been paid at the completion of each applicable phase of the work as follows (each such percentage includes the percentage paid in all previous phases of the work):

- | | | |
|----|------------------------------|-----|
| a. | Schematic Design Phase | 10% |
| b. | Design Development Phase | 30% |
| c. | Construction Documents Phase | 70% |
| d. | Receipt of Bids | 75% |
| e. | Construction Phase | 99% |

Payment of the final one percent (1%) of the Basic Services Fee will be made to the Architect at such time as final acceptance of the Project is made in writing by the Owner, upon the closing of all construction contracts, and after the submission to the Owner of all documents as required by Article 3.4.7, all warranty and guaranty documentations, all close-out documents, and all operation and maintenance instructions and/or manuals.

2.2 For all Additional Services, as such Additional Services are defined in Article 4 of

this Agreement, prior to commencement of and compensation for any and all Additional Services, the Architect shall notify the Owner in writing that such Additional Services will be necessary and shall obtain the Owner's written approval to perform those Additional Services for a mutually agreeable: 1) lump sum amount; or 2) hourly fee arrangement for the specific Additional Services. Unless otherwise specified in this Agreement, the Architect's current hourly rates for the purposes of Additional Services are set forth in Exhibit C. All time for Additional Services, when billed at an hourly rate, shall be rounded to the nearest quarter hour. Services for professional consultants engaged for the normal civil, structural, HVAC, plumbing and electrical engineering services and landscape architectural services shall be billed at a multiple of 1.20 times the amount billed the Architect for such services. The Architect shall inform the Owner of the extent said professional consultants are needed and obtain the Owner's written consent before the Architect engages the said professional consultants to perform the applicable work. Payment for any such Additional Services shall be made by the Owner from time to time upon presentation of the Architect's detailed invoice showing at a minimum the date of work, when approval from the Owner was obtained, a description of the specific activity performed, the time spent on the activity, and the calculation of the invoice amount.

ARTICLE 3. ARCHITECT'S BASIC SERVICES

The provisions identified in this Article 3 may be referred to collectively as the "Basic Services". Except as otherwise provided in this Agreement, the Architect's compensation for the provision of the Basic Services shall be the Basic Services Fee.

3.1 Schematic Design Phase. The tasks identified in this Article 3.1 may be referred to collectively as the "Schematic Design Phase". The Schematic Design Phase shall not begin until after the provisions of Article 13 have been complied with.

3.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner. The Architect shall assist in the design development by writing up his interpretation of the Project as given by and discussed with the Owner and shall furnish copies of same to the Owner for approval before proceeding with preliminary designs.

3.1.2 The Architect shall prepare schematic design studies leading to a recommended and more detailed Project scope together with a general description of the Project for approval by the Owner. If applicable, the Architect shall include indication of any future growth and expansion in outline form.

3.1.3 The Architect shall submit to the Owner an updated Estimated Project Construction Cost based on the Project site, Project scope, and other available data.

3.1.4 The Architect shall submit to the Department of Public Instruction of the State of North Carolina, School Planning Section, the Department of Insurance of the State of North Carolina, the Boiler Safety Bureau, the Elevator and Amusement Device Bureau of the North Carolina Department of Labor, the North Carolina Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, and utility providers schematic design studies for the purpose of obtaining their advice and recommendations. Any changes recommended or required by said agencies and utility providers shall, with the approval of the Owner, be made by the Architect without additional expense on the part of the Owner.

3.1.5 The Owner shall have the right to have value engineering analyses performed during any phase of the work and the Architect shall make such changes in the plans, specifications, and construction documents as the Owner may direct resulting from such analyses, without additional compensation to the Architect. For the purposes of this Agreement, and unless

context clearly provides otherwise, the term “construction documents” shall be deemed to include all documents, including without limitation plans, specifications, and drawings, that relate to the design and construction of the Project and are prepared by or under the direction of the Architect.

3.1.6 The Owner reserves the right to delete a portion of the Scope of Work for the Project if, during or upon completion of the Schematic Design Phase, sufficient funds are not estimated to be available to proceed with the full Scope of Work for the Project as described in this Contract. The balance of the scope of the design work from the Design Development Phase through the Construction Documents Phase and Construction Phase described in Articles 3.2, 3.3 and 3.4 in this Contract will be determined after the completion of the Schematic Design Phase described in this Article 3.1. The balance of the scope of design work shall include a budget cost breakdown for each major segment of the scope of work, at which time the Owner will notify the Architect if it desires to proceed with the Project and, if it desires to proceed with the Project, the Owner shall provide to the Architect an amendment to this Contract to include any revisions to the Scope of Work, to the Project, and to the final budget. The fee paid to the Architect for the Schematic Design Phase will be credited to the overall fees paid to the Architect for its services under this Contract, as amended.

3.1.7 The Architect shall not commence the Design Development Phase until the provisions of Article 13.4 have been satisfied.

3.2 Design Development Phase.

The provisions of this Article 3.2 may be referred to collectively as the “Design Development Phase”.

3.2.1 The Architect shall prepare from the approved schematic design studies, the “Design Development Documents” which shall consist of plans, elevations and other drawings, and

outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to site work, utilities, kinds of materials, type of structure, mechanical, plumbing and electrical systems and such other work as may be required to complete the Project.

3.2.2 The Architect shall submit to the Owner an updated Estimated Project Construction Cost.

3.2.3 The Architect, if requested by the Owner, shall again submit the Design Development Documents to the agencies and utility providers described in Article 3.1.4 for their advice and recommendations. The Architect shall, with the approval of the Owner, make such changes as may be recommended or required by said agencies and utility providers without additional expense on the part of the Owner.

3.2.4 The Owner shall have the right to have value engineering analyses performed during any phase of the work and the Architect shall make such changes in the plans, specifications, and construction documents as the Owner may direct resulting from such analyses without additional compensation payable to the Architect.

3.2.5 The Architect shall not commence the Construction Documents Phase until the Owner has approved the Design Development Phase and has allocated sufficient funds to pay for Architectural services under the Construction Documents Phase.

3.3 Construction Documents Phase.

The provisions of this Article 3.3 may be referred to collectively as the “Construction Documents Phase”.

3.3.1 The Architect shall prepare working drawings and specifications and a project

manual from the approved design development documents setting forth in detail the work required for the architectural, structural, mechanical, plumbing, electrical, service-connected equipment, utility, any required demolition and site work, any necessary bidding documents, and contract documents to be entered into by and between the Owner and contractors, including general, supplementary and special conditions of the said contract documents. Said working drawings and specifications and project manual shall comply with the provisions of Article D of the Preamble to this Agreement. Pursuant to Articles 2.2 and 6.2.4, the Architect shall provide the services of registered structural, mechanical, plumbing, civil, and electrical engineers, and landscape architects qualified by training and experience in their respective fields, and shall require such consultants to place their seal, name and signature on the drawings and specifications prepared by them.

3.3.2 The Architect shall submit to the Owner a further statement of Estimated Project Construction Cost. The Owner may request the Architect's use of a professional cost estimator, which said costs being billed as Additional Services.

3.3.3 The Architect shall be responsible for filing/recording the required documents to secure review and approval of the Project by governmental authorities having jurisdiction over the design of the Project, including the agencies and utility providers described in Article 3.1.4. The Architect shall, with the approval of the Owner, make such changes in the construction documents as may be recommended or required by said governmental authorities without additional expense to the Owner.

3.3.4 The Owner shall have the right to have value engineering analyses performed during any phase of the work and the Architect shall make such changes in the plans, specifications, and construction documents as the Owner may direct resulting from such analyses

without additional compensation to the Architect.

3.3.5 At the Owner's instruction, the Architect shall prepare construction documents so that the Project can be bid on a single-prime contract basis and/or a separate-prime contract basis as provided in N.C.G.S. §§ 143-128, -129 and -132. The Architect shall prepare construction documents so that specialty contracts (i.e., food service equipment, site preparation, laboratory casework, theater seating, lighting, and stage equipment, etc.) can be bid as additional separate prime contracts if requested by the Owner. The Architect shall prepare, at no additional cost to the Owner, bidding and construction documents so that a reasonable number of alternate bids can be requested from bidders for construction of the Project.

3.3.6 The Architect shall not commence the Construction Phase until the Owner has formally approved the Construction Documents Phase and has allocated sufficient funds to pay for architectural services through receipt of bids.

3.4 Construction Phase --- General Administration of Construction Contracts.

The provisions of this Article 3.4 may be referred to collectively as the “Construction Phase”.

3.4.1 The Architect shall advertise and solicit proposals (bids) from Contractors on behalf of the Owner and, after being authorized by the Owner to do so, shall evaluate all bids received and make recommendations concerning award of contracts. As requested by the Owner, the Architect shall advertise and solicit proposals on a single-prime contract basis and/or a separate-prime contract basis as provided in N.C.G.S. §§ 143-128, -129 and -132. Preparation of addenda related to the bid documents by the Architect and conducting pre-bid conferences by the Architect shall be provided without additional compensation to the Architect. Upon the

awarding of contracts by Owner, the Architect shall prepare the related construction documents in accordance with the Owner's requirements. The Architect shall not proceed further with the Construction Phase following receipt of bids unless expressly authorized to do so by resolution passed by the Owner.

3.4.2 To the extent provided by the Agreement between the Owner and the contractor(s) and/or applicable law, the Architect shall make decisions on all claims of the Owner and contractors and on all other matters relating to the performance of the construction contracts and the execution and progress of the Project or the interpretation of the Contract Documents. The Architect shall review samples, substitutions, schedules, shop drawings, requests for information/instructions, requests for change orders, and other submittals requests and communications of contractors, subcontractors, manufacturers, machinery and equipment suppliers, computer hardware, software, and systems suppliers, and material suppliers for conformance with the design concept of the Project and for compliance with the information given by the Contract Documents. The Architect shall prepare construction field directives, prepare change orders, assemble and deliver to the Owner written warranties and guarantees required of or prepared by the Contractors, record documents to secure approval of the Project, and provide operation and maintenance manuals and instructions to the Owner.

3.4.3 The Architect will hold at least monthly construction meetings at the site and will make such periodic visits to the site of the Project as are necessary to enable him to familiarize himself with the progress and quality of the work and to determine and report to the Owner whether the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of his observations while at the site, the Architect will keep the Owner informed of the progress of the work, will endeavor to protect the Owner against deficiencies in the work

of contractors, and may condemn work as failing to conform to the Contract Documents. Based on such observations and the Contractors' written and detailed applications for payment, the Architect will determine the amount owing to the contractors and will issue certificates for payment in such amounts. These certificates for payment will constitute a representation by the Architect to the Owner, based on such observations and the data contained in the contractor's applications for payment, that the work has progressed to the point indicated. By issuing a certificate for payment, the Architect will also be representing to the Owner that, to the best of his knowledge, information and belief based on what his observations have revealed, the quality of the work is in accordance with the Contract Documents. The Architect will conduct inspections to assist the Owner in determining the dates of substantial and final completion and shall issue a final certificate for payment when applicable. Before issuing a final certificate for payment, the Architect will assemble all documents required by Article 3.4.2, the documents required by Article 3.4.7, and all documents required for final payment (contract close-out), all of which shall be provided to the Owner with the Architect's final certificate for payment.

The Architect will also provide certificates of compliance from the mechanical, structural, civil, plumbing, and electrical engineers and landscape architects employed by the Architect for the Project. The Architect will promptly provide written reports to the Owner following each construction conference at the site and following each site observation performed by the Architect.

3.4.4 If more extensive representation at the site is required, the conditions under which such representations shall be furnished and a project representative shall be selected, employed, and directed, as agreed to the Owner and the Architect and as set forth in an addendum to this Agreement.

3.4.5 Upon request by the Owner, the Architect and the Architect's consultants will make an observation of the Project just prior to the expiration of any period for which any portion of the work is warranted or guaranteed and make a written report of any observed discrepancies under said warranties and guarantees required by the Contract Documents to both the Owner and the contractor.

3.4.6 The Architect shall prepare quarterly during all phases of the Project an estimate setting forth the amounts of money for each calendar month during which it is anticipated the Project will be under design or construction which the Owner will need to have on hand in order to make payments to the contractors and the Architect.

3.4.7 Upon completion of the work, the Architect shall compile for and deliver to the Owner, in a digital format, a complete set of general contractor printed, marked-up, as-built drawings and plans.

3.4.8 The Architect shall purchase and maintain professional liability insurance for the duration of the Project, which insurance shall be in force as of the date of this Agreement and which, at a minimum, shall insure the Architect for a period of time ending one year from the date of final completion of this Agreement or the date of termination of this Agreement, whichever shall occur first. The Architect shall provide the Owner with a certificate of such insurance acceptable to the Owner prior to the commencement of work under this Agreement which certificate shall contain a provision that the policies of insurance will not be canceled or otherwise terminated until at least thirty (30) days prior written notice has been given to the Owner. The minimum policy limits for such insurance shall be One Million Dollars (\$1,000,000.00). In addition, the Architect shall purchase and maintain at all times during the Project a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000.00) and shall

include the Owner as an additional insured for said policy. Receipt of the certificates of insurance is a condition precedent to the Agreement and are attached hereto as Exhibit D.

All certificates of insurance shall be on the latest approved North Carolina Department of Insurance Accord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (A minus) or better by A.M. Best Company. The certificates shall certify that the insurance policies carried by Architect were in force before the Project commenced and certifying that these policies will not be canceled during the Agreement other than by an endorsement added to the policies and certificates reading substantially as follows: "The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Owner has received thirty (30) days written notice via registered or certified letter." Certificates of insurance containing disclaimers holding the insurer harmless for failure to notify the Owner of policy cancellations will not be acceptable and should be modified to delete such disclaimers from the insurance certificate forms. No surplus lines insurance shall be acceptable.

3.4.9 At a minimum, the Architect shall perform his duties in conformance with N.C.G.S. § 133-1.1, unless any provision of this Agreement requires a higher degree of care and professional skill and judgment.

3.4.10 The Owner shall have the right to have value engineering analyses performed during any phase of the work and the Architect shall make such changes in the plans, specifications, and construction documents as the Owner may direct resulting from such analyses without additional compensation to the Architect.

3.4.11 After the Architect has certified substantial completion and upon the written request of the Owner, Architect shall provide Owner with a written certification, to the best of the

Architect's knowledge and belief, detailing any work that remains incomplete because that work fails to meet the performance specifications required in the Contract Documents. The contractor is not an intended or third-party beneficiary of this paragraph and the Architect's certification does not alter the responsibility of the contractor under the Contract Documents. The purpose of this paragraph is to facilitate payment and to enable the Owner to distinguish between work failing to meet design specifications and warranty and guarantee work.

ARTICLE 4. ARCHITECT'S ADDITIONAL SERVICES

The services identified in this Article 4 may be referred to collectively as "Additional Services". Additional Services cause the Architect extra expense and are not included as part of the Basic Services Fee. To the extent that any of these Additional Services are authorized in advance by the Owner, they shall be paid for by the Owner as set forth in Section 2.2 of this Agreement.

4.1 Revising previously approved drawings or specifications to accomplish changes, except as otherwise provided in Article 3 and Article 7 of this Agreement.

4.2 Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the types set forth in Article 3 above as may be required in connection with the replacement of such work.

4.3 Arranging for the work to proceed should the contractor default due to delinquency or insolvency.

4.4 Providing extended contract administration and observation of construction should the date of final completion (as may be amended by change orders and contract change directives) be exceeded by more than ninety (90) days due to no fault or partial fault of the Architect. However, the Architect shall not receive additional compensation under this Article for Basic

Services that are not attributable to the delay. In addition to the requirements set forth in Article 2, prior to commencing any work under this Article 4, the Architect shall provide the Owner, if requested by the Owner, with a detailed written description of the remaining work and the estimated remaining time and cost to finish the Project. In the event that extended contract administration and observation is due to the Architect's partial fault, the Owner shall pro rate the Architect's hourly or lump sum rate, as provided under Article 2.2, based on the Architect's proportionate fault.

ARTICLE 5. THE OWNER'S RESPONSIBILITIES

5.1 The Owner shall provide information to the Architect as to Owner's requirements for the Project

5.2 The Owner shall examine documents submitted by the Architect and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's work. The Owner shall observe the procedure of issuing orders to contractors only through the Architect.

5.3 The Owner shall furnish or authorize the Architect to obtain at the Owner's expense, upon request by the Architect, if reasonably necessary for the execution of the Project: boundary and topographic surveys of the site, giving, as required, rights of way, easements and encroachments; information as to the restrictions on use of the site and zoning; any existing information in the Owner's possession of which the Owner has actual knowledge pertaining to existing buildings, machinery and equipment; full information as to available service and utility lines both public and private; reports of test borings and pits necessary for determining subsoil conditions; and legal advertisements.

5.4 The Owner shall work in a cooperative manner with the Architect and shall timely adhere and respond to requests, schedules and timelines.

ARTICLE 6. DIRECT AND REIMBURSABLE EXPENSE

6.1 Pursuant to the provisions of Article 2.2, the Architect may be reimbursed for direct personnel expense incurred by principals and employees in the performance of Architect's Additional Services as provided in Article 4 of this Agreement, including architects, engineers, designers, job captains, draftsmen, specification writers and typists in consultation, research, designing, producing drawings, specifications and other documents.

6.2 "Reimbursable Expenses" include certain actual expenditures (without markup by the Architect) made by the Architect in the interest of the Project, as follows:

6.2.1 Travel by the Architect, other than between the Architect's home office and Project site, and only if the travel is in excess of fifty (50) miles and approved by the Owner.

6.2.2 Plans provided, however, that the Architect shall provide, at no cost: three (3) sets of plans to Owner; plans as provided in Articles 14.1 and 14.4; and plans to general contractors digitally via PDF.

6.2.3 If authorized in advance by the Owner, the expense of overtime-work

6.2.4 requiring higher than regular rates to create perspectives or models for the Owner's use. If their employment is authorized in advance by the Owner, fees of special

consultants for other than the normal civil, structural, mechanical, plumbing and electrical engineering, and landscape architectural services.

6.2.5 Renders, models and mock-ups requested by the Owner provided, however,

that the Architect will create, free of charge, basic presentation materials to present to the Owner if request.

Notwithstanding any provision in this Agreement to the contrary, the aggregate of all reimbursable expense shall be capped at 7.5% of the Basic Services Fee.

ARTICLE 7. PROJECT CONSTRUCTION COST

7.1 The Project Construction Cost means the total cost to the Owner of all base bid work by all contractors in the execution and completion of the Project, as designed and specified by the Architect but does not include payments to the Architect for Basic Services. The “Estimated Project Construction Cost” as of the execution of this Contract is _____. The Estimated Project Construction Cost will be adjusted after the Owner’s acceptance and award of bids to construct the Project.

7.2 In the event the total of the lowest responsible base bids of contractors for the execution and completion of the Project exceeds the amount of funds available as determined by the Owner, the Architect shall once again perform those services described in Article 3 of this Agreement in an effort to bring the base bids within said amounts of funds available, and the Architect shall not receive or be entitled to any additional compensation therefor.

7.3 In the event the total of the lowest responsible base bids of Contractors for the execution and completion of the Project exceeds the funds available as determined by the Owner, the Owner, at its option, may negotiate with the contractors submitting the lowest responsible bids in an effort to bring the Project Construction Cost within said amount of funds available, but any such negotiation shall not relieve the Architect of the obligation imposed upon him by Article 7.2 of this Agreement. The Architect shall participate in such negotiations on behalf of the Owner

and shall make any necessary changes in the plans, drawings, and specifications without additional compensation.

ARTICLE 8. ARCHITECT'S ACCOUNTING RECORDS

8.1 Records of the Architect's direct personnel, consultant, and Reimbursable Expenses pertaining to the Project and records of accounts between the Owner and the contractor shall be kept by the Architect on a generally recognized basis and shall be available to the Owner or his authorized representative at all times.

ARTICLE 9. TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other, should the other party fail to perform in accordance with the terms of this Agreement and such failure to perform is not corrected within one (1) month following written notice of such failure from the other party.

9.2 The Owner may elect at any time to terminate this Agreement. In the event the Owner shall terminate this Agreement, the Architect shall be paid, as the sole remedy, for Basic Services, Owner approved Additional Services, and Owner approved Reimbursable Expenses performed or incurred up to the date of termination.

9.3 It is the expectation of the Owner that _____ shall be the principal Architect for the Project, and if s/he shall die, become incapacitated, cease to be employed by the Architect or for any other reason cease to be the principal Architect for the Project, the Owner may terminate this Agreement upon seven (7) days' written notice to the Architect and the Architect shall be paid, as Architect's sole remedy, for Basic Services, Additional Services and Reimbursable Expense performed or incurred up to the date of

termination.

ARTICLE 10. OWNERSHIP OF DOCUMENTS

10.1 Project manuals, Contract Documents, drawings, plans and specifications, whether complete or not, shall be the property of the Owner, provided, however, that the Architect shall not be liable to the Owner and its agents, employees, successors, and assigns or any other person for any use by others of incomplete drawings, plans, and specifications, and for any use of the drawings, plans, and specifications in connection with any other project other than that described in this Agreement.

ARTICLE 11. SUCCESSORS AND ASSIGNS

11.1 This Agreement shall be binding upon and inure to the benefit of the Owner and the Architect and their respective heirs and/or successors, devisees, legal representatives, and assigns.

11.2 This Agreement shall not be assigned by the Architect without the prior, written permission of the Owner.

ARTICLE 12. DESIGNATIONS

12.1 The terms the “Owner” and the “Architect” whenever used in this Agreement shall mean the respective parties hereto, whether one or more, individual, partnership, professional association, or corporate and their respective successors in interest or assigns.

ARTICLE 13. PROGRAM AND PROJECT REQUIREMENTS

13.1 Architect shall prepare “Program and Project Requirements” for the Project as part of the Architect's Basic Services. The Program and Project Requirements will include a detailed summary spreadsheet of all interior required spaces in the Project. Additionally, the Program and

Project Requirements shall include description of the extent and character of exterior spaces for parking, queuing, holding, PE and other necessary functions and support areas. The Architect shall meet with representatives of the Owner and shall receive recommendations, requests, and other input from the Owner's representatives in developing the Program and Project Requirements. The Architect shall compile and organize the Program and Project Requirements data into a draft document and shall submit the draft document to the Owner for review and comment. After receiving the comments and additional information from the Owner, the Architect shall prepare a final document identifying the Program and Project Requirements and shall publish three (3) hard copies and a digital copy submission to the Owner.

13.2 The Architect shall submit the Program and Project Requirements to the Owner.

13.3 The Architect shall not commence the Schematic Design Phase until the Owner has formally approved the Program and Project Requirements and has allocated sufficient funds to pay for architectural services through the Schematic Design Phase.

13.4 The Architect shall not commence the Design Development Phase until the Owner has formally approved the specific Project requirements and any modifications to the Program and Project Requirements have been made to fully detail the Project's components, materials, fit and finish.

14. SPECIAL CONDITIONS TO THIS AGREEMENT

14.1 All construction drawings shall be generated by CAD drafting procedures and compatible with AutoCAD for Windows. Final construction drawings and documents shall be furnished to the Owner by the Architect at no additional cost to the Owner in a standard electronic or digital format as required by the Owner.

14.2 Compliance with laws, rules, and regulations regarding identification, remediation, and permitting for management and/or removal of existing asbestos containing materials and existing regulated hazardous pollutants shall not be the responsibility of the Architect, however, the Architect shall immediately notify the Owner in writing if the Architect becomes aware of the presence of asbestos containing materials and regulated hazardous pollutants located on the Project site in any form, whether existing or placed upon the site after the beginning of construction activities.

14.3 Notwithstanding the provisions of Article 14.2, the Architect shall perform his services described in this Contract in a manner to accommodate and facilitate the Owner's activities in identifying, remediating, managing, and removing (including demolition) asbestos containing materials and regulated hazardous pollutants without additional compensation.

14.4 The Architect shall begin work on the Project immediately and then diligently pursue his work so that construction bids for the Project can be received on such date as instructed by the Owner. The Architect shall submit to the Owner a schedule for estimated completion dates for each phase of the construction work within fifteen (15) days after the date for receipt of the bids identified in the preceding sentence and the Architect shall promptly notify the Owner in writing anytime that the Architect estimates that the schedule will not be met.

14.5 The Architect's Proposed Timeline is incorporated herein and attached hereto as Exhibit B. Subject to the provisions of this Agreement, the Architect shall begin work on the Project immediately and diligently pursue his work so to meet the final completion date as set forth in the Proposed Timeline. The Architect shall submit to the Owner a schedule for estimated completion dates for each phase of the construction work prior to completion of the Construction Documents Phase and shall promptly notify the Owner, in writing, anytime that

the Architect estimates that the schedule will not be met.

14.6 In accordance with N.C.G.S. § 143-134.1 and upon request of the Owner, the Architect will make a written determination whether there has been a delay in completion of the Project in accordance with terms of the plans and specifications due to the fault of one or more of the contractors. If the Architect determines that there has been a delay due to the fault of one or more of the contractors, the Architect shall identify: (a) the contractor(s) whose fault cause the delay; (b) the length of the delay in number of days; and (c) if necessary, the relative contribution of each contractor to the delay.

14.7 The “Contract Documents”, which include, but are not limited to: the agreement(s) or contract(s) between the Owner and contractor(s), change orders, construction change directives, payment and performance bonds, certificates of insurance, construction documents, project manuals, drawings, plans, and specifications, are hereby incorporated into this Agreement as if full set-forth. The Architect shall follow the Contract Documents in providing services under this Agreement. If this Agreement and the Contract Documents conflict, then the terms and conditions of this Agreement shall control.

14.8 The Architect shall, at its sole cost and expense, indemnify and hold harmless the Owner and its members, employees, agents, volunteers, representatives and attorneys, including reimbursing the Owner its cost of defense, from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including attorneys’ fees, to the extent arising out of and/or resulting from the performance of the Architect’s work, provided, however, that any such claim, action, judgment, cost, liability, penalty, damages, loss and expense is caused by any negligent act, error or omission of the Architect and/or his employees, agents and

subcontractors or anyone from whose acts the Architect may be legally liable. The Architect herein specifically acknowledges that the Owner is a public body using public funds and it is the intent of the Architect that the Owner no incur any expenses when the Architect is solely responsible for the claim.

14.9 The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and proper venue for any claims hereunder shall be Gates County, North Carolina.

14.10 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instruments signed by both the Architect and the Owner. Nothing contained in this Agreement is intended to benefit any third party. The Agreement shall be deemed to have been written by both Parties and ambiguities shall not be construed against the Owner.

14.11 This Agreement may be executed in multiple counterparts, each of which may contain the signatures of one or more parties, all of which, taken together, shall constitute one and the same instrument. Facsimile and/or scanned signatures shall be treated as an original.

14.12 The Architect shall comply with the requirements of G.S. Chapter 64, Article 2 (the “E-Verify Requirements”). The Architect certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118). In the event that the Architect utilizes a subcontractor to perform the Work of this Contract, the Architect shall require any such subcontractor to comply with the E-Verify Requirements and the Iran Divestment Act.

IN WITNESS WHEREOF, the Owner and the Architect have executed this Agreement and affixed their respective seals hereto with the express intention that this Agreement constitutes a sealed instrument, all by authority duly given, as of the day and year first above written.

GATES COUNTY BOARD OF EDUCATION

BY: _____
Ray Felton
Chair

ATTEST:

BY: _____
Dr. Barry Williams
Superintendent

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF THE

PROJECT

The said renovation, demolition, and construction work will occur while students will remain on campus and will include the following (the “Project”):

- Demolish and reconstruct the administration section, 8th grade wing, and gymnasium.
- New construction consists of an eighth grade wing, gymnasium, locker rooms, media center, music/band room, art room, group toilet, teacher work room and an administrative area including guidance and student support services.
- The existing seventh grade wing will be renovated. It may include upgraded HVAC system, floor coverings, lighting, windows and doors.
- The existing sixth, seventh grades areas along with the cafeteria will be retained and painted.
- The existing cafeteria will continue to be utilized.

EXHIBIT B

ARCHITECT'S PROPOSED TIMELINE

EXHIBIT C
ARCHITECT'S HOURLY RATES

EXHIBIT D
ARCHITECT'S INSURANCE CERTIFICATES