

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: October 14, 2013

AGENDA ITEM No. 13-10-17

ACTION ITEM: (Y/N) Y

SUBJECT: Contract Approval: Facilities Assessment Consultant

INFO. CONTACT: Pam Jones, Interim Exec. Dir. Auxiliary Services PHONE: (919) 732-8126

ATTACHMENTS:

- Cost Proposal
- Contract

PURPOSE: To consider approving a contract with Corley Redfoot Architects (CRA), Chapel Hill, NC to conduct an in-depth facilities assessment at District schools and buildings.

BACKGROUND: Over the past year, Orange County Schools (OCS) has commissioned studies in an effort to identify the District's facility needs for the foreseeable future, including:

- Facilities assessment by the Department of Public Instruction in December 2012 to identify areas where maintenance and capital expenditures were likely to be needed; and
- An in-depth safety assessment conducted by Safe Havens International to identify areas where facilities and/or risk management practices should be improved.

The Board is now poised to retain a consultant that can build upon the valuable work presented in these reports and provide the needed detail and analysis that will enable the Board of Education to confidently make long-term capital decisions for the District.

Proposals to complete the OCS assessment were submitted by three firms: Corley Redfoot Architects, GMK Associates and Moseley Architects. A panel of four District staff with various areas of responsibility interviewed each of these firms on October 8 and is recommending Corley Redfoot Architects for this work. Each of these firms assembled excellent teams and is imminently qualified to conduct this type of assessment. However, CRA's extraordinary depth of information and understanding of OCS school facilities, coupled with their proximity to the study sites, prompted the selection panel's recommendation.

The desire of the County Commissioners to have assessment information consistent with that recently prepared for the Chapel Hill-Carrboro City Schools is duly noted.

CRA will commence work immediately upon contract execution. A preliminary report is anticipated no later than December 31, 2013, with a final report expected by the end of January, 2014. This will enable OCS to present a comprehensive needs analysis to the County Commissioners in preparation for any upcoming bond referendum—or other funding initiative—in a timely manner.

The 2015-2025 Capital Investment Plan (CIP) will be under construction during the study period. District staff and CRA will work closely to ensure projects recommended for FY2015 funding are

continued

accurately reflected in the CIP considered by the Board of Education in January 2014 and presented to the County in February 2014.

FINANCIAL IMPACT: Per the attached fee proposal, the base fee for all services covered in the RFP scope of work is a lump sum amount of \$224,000. This includes up to six meetings with elected officials (Board of Education and—as needed, County Commissioners). Additional elected official meetings will be billed at \$1,000 per meeting, which includes all meeting as well as preparation time.

As indicated in August 2013 when the Board authorized this study, the work is not currently funded. An appropriation from the Capital Fund Balance is recommended to fund the contract. At the Board's direction, the Finance Director will prepare a budget amendment for approval at a subsequent meeting.

RECOMMENDATION: The Superintendent recommends the Board approve a contract with Corley Redfoot Architects, Chapel Hill, NC, to conduct an in-depth facilities assessment of Orange County schools and buildings in the amount of \$224,000; and authorize the Finance Director to prepare a budget amendment from the Capital Fund Balance for approval by the Board; and authorize the Chair to sign on behalf of the Board.



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Orange County Schools
200 East King Street
Hillsborough, NC 27278
c/o Pamela Jones, Interim Executive Director
Auxiliary Services

October 10, 2013

RE: Professional Design Services Proposal
For Orange County Schools
Facilities Assessment

Dear Ms. Jones:

We are pleased to provide a proposal for the professional services required for the above-referenced work and we look forward to working with Orange County Schools on another successful project.

The scope of the Facilities Assessment of District Schools and Buildings is outlined in the Request for Proposal-Facilities Assessment dated September 16, 2013 (See Attachment "A"). The schedule for the work is as follows: preliminary report no later than December 31, 2013, final report no later than January 31, 2014. Included in the proposal, we will provide up to six meetings with the Board of Education and other elected officials at the direction of the Board. The scope of services and schedule are the basis of our request for a lump sum amount of two hundred and twenty-four thousand dollars (\$224,000) to perform the services.

Additional work beyond the outlined scope will be provided only if required by the Owner, at the following hourly rates:


Principal	\$ 150/hr.
Senior Architect/Engineer	\$ 120/hr.
Project Architect/Engineer	\$ 100/hr
Facility Assessor	\$ 80/hr
Cost Per Meetings	\$1,000 per meeting
(Beyond six described above)	

The following services are not included:

1. Geotechnical/Materials Testing
2. Land Surveys
3. Legal and Accounting Fees
4. LEED-related analysis
5. Reimbursables

We are eager to get started on this very important assessment of your existing facilities. Please contact me should you have any questions or comments.

Sincerely,


Kenneth E. Redfoot, AIA

ATTACHMENTS
KER/jh-1324-prop

OCS currently operates a total of thirteen schools: seven elementary schools, three middle schools, two high schools and one alternative school in addition to four district buildings as identified on the attached property listing (Attachment B). The average age of the schools is almost 41 years, with all but six of the buildings built before the turn of the century. The average age of District buildings exceeds 52 years.

The District is in need of a comprehensive facilities assessment to ascertain the present condition of each facility; and to assist the District in forecasting capital funding requirements to address deficiencies. The assessment will also be used to establish priorities for the maintenance, repair, enhancement, or replacement of facilities and their component systems. Further, the analysis presented in the proposed assessment should be useful when identifying and justifying needs to support a future bond issue.

Scope of Services:

- A. The consultant will meet with the Support Services Staff to formulate project goals.
- B. The consultant will perform a Facility Survey of each facility to:
 - Identify and document current facility condition deficiencies, including current standards and code non-compliance issues;
 - Identify deficiencies in older facilities versus district standards for new construction;
 - Identify and rank the severity of facility deficiencies.
 - Identify the remaining useful life of major systems.
- C. Upon completion of the Facility Survey, the consultant will:
 - Rate, classify and prioritize the facility condition deficiencies including life cycle analysis to warrant complete replacement versus partial replacement;
 - Recommend corrections for all deficiencies;
 - Provide order of magnitude cost estimates for replacements, renovations, and corrective work necessary to remedy any deficiencies;
 - Identify resources needed to maintain the operation and value of the physical assets given their function.
- D. The consultant will prepare a comprehensive report which includes the criteria listed above and the results of the facility survey outlined below.
- E. The consultant shall present the report and recommendations to the OCS Board of Education and, if necessary, to the Orange County Commissioners and other such groups that the Board determines appropriate.

Facility Survey

The consultant will perform visual, non-destructive inspections of the facilities and sites as listed in Attachment A. The consultant will interview the principal, lead custodian and other key personnel at each facility to understand staff concerns about the facilities and to gather information about the history of the facilities and their deficiencies. The consultant will produce an accurate assessment analysis identifying all maintenance and repair deficiencies, any other condition that require remedial action, and an analysis of the capacity and size of the facilities.

The Facility Survey will include a Facility Conditions Assessment and a Facility Capacity and Size Assessment.

Facility Conditions Assessment: The Facility Conditions Assessment will include, but is not limited to, the following elements and systems:

- a) Site – underground utilities, roads and parking areas, walkways, flagpoles, signage, fences, gates, awnings, railings, ramps, utility connections, paving systems, stairs, retaining walls, exterior lighting, storm water management, surface drainage and landscaping.
- b) Outdoor Facilities – playgrounds, running track, playing fields, practice fields, stadiums, bleachers, tennis courts, lighting, buildings and structures.
- c) Exterior Systems – masonry, walls, finishes, window systems, doors, door hardware, stairs, railings, ramps and prefabricated awning and walkway covers.
- d) Interior Systems – walls, finishes, doors, door hardware, floors, ceilings, structural components, bleachers, auditorium seating, stage curtains, partitions, stairs, railings, lockers and ramps.
- e) Kitchen – equipment and mechanical services.
- f) Fire and Safety Systems
- g) Handicap Accessibility – ADA requirements
- h) Mechanical Systems – heating plant, cooling plant, piping, terminal units, pumps, manual control systems, exhaust systems, ventilation systems, and elevators.
- i) Energy Management Control Systems
- j) Plumbing Systems – piping, pipe insulation, lavatories, toilets, urinals, water fountains, hot water system, floor drains, roof drains, pumps, backflow preventors, grease traps, sewage ejectors and fire suppression.
- k) Electrical Systems – service distribution, emergency, wiring, receptacles, lighting, stage lighting, clocks, bells, security egress lighting, exit lights, emergency generator, fire alarm systems, and intercoms.
- l) Security and Safety Systems
- m) Roof Systems – Roof membranes, metal roofs, other roof systems and flashings of these roof systems are not included in the scope of work of the facilities assessment. However, the School's current roofing consultant's report will be provided to the successful firm for incorporation into the final report in order to present a comprehensive view of each facility.
- n) Hazardous Materials – Assess extent of hazardous materials based upon reports furnished by OCS. Include remediation estimates in report.
- o) Modular units will not be included in the conditions assessment.

Facility Capacity and Size Assessment: The consultant will perform an analysis of the size and capacity of each facility and compare the size and capacity to minimum district guidelines for new construction. The Capacity and Size assessment will include, but is not limited to, the following:

- a) Facility Capacity – Establish current school capacity based upon DPI capacity standards. Identify capacities for Core spaces.
- b) Facility Size – Identify current size of spaces and compare them to minimum district guidelines for new construction. Property accounting drawings of each facility will be provided to the selected consultant.
- c) Traffic and Parking Conditions – Assess bus stacking requirements, automobile drop-off and pick-up lane requirements, visitor and staff parking requirements and off-site road conditions and traffic based upon current capacities of facilities and upon minimum district guidelines for new construction. (A traffic impact analysis is not required. However, the selected consultant should be knowledgeable of typical educational facility traffic patterns and traffic issues and be capable of identifying potential concerns.)

Orange County Schools Property Listing

Cameron Park Elementary School Dr. Julie Vandiver	240 St. Mary's Road, Hillsborough, NC 27278 919-732-9326 X 40001
Central Elementary School Myron Wilson	154 Hayes Street, Hillsborough, NC 919-732-3622 X 41001
Efland Cheeks Elementary School Crystal Scillitani	4401 Fuller Road, Efland, NC 27243 919-563-5112 X 42001
Grady Brown Elementary School Fay Jones	1100 New Grady Brown School Rd, Hillsboro 919-732-6138 X 45001
Hillsborough Elementary School Steven Weber	402 North Nash Street, Hillsborough, NC 919-736-6137 X 43001
New Hope Elementary School Jeff Rachlin	1900 New Hope Road, Chapel Hill, NC 919-942-9696 X 44010
Pathways Elementary School Connie Brimmer	431 Strouds Creek Road, Hillsborough 919-732-9136 X 46001
Gravelly Hill Middle School James LoFrese	4819 West Ten Road, Efland, NC 27243 919-245-4050 X 32001
A L Stanback Middle School Gloria Jones	3700 NC Hwy 86 South, Hillsborough, NC 919-644-3200 X 31001
C W Stanford Middle School Anne Purcell	308 Orange High Road, Hillsborough, NC 919-732-6121 X 30001
Cedar Ridge High School Dr. John Wheeler	1125 New Grady Brown School Rd, Hillsboro 919-245-4000 X 21001
Orange High School Jason Johnson	500 Orange High Road, Hillsborough, NC 919-732-6133 X 20001
Partnership Academy Alternative School Paige Marsh	1006 East Storey Lane, Hillsborough, NC 919-245-4030 X 25001
Orange County Board of Education Administrative Annex	200 East King Street, Hillsborough, NC TBD
OCS Maintenance Department	East Oakdale Drive, Hillsborough, NC
OCS Transportation Maintenance	Holman Drive, Hillsborough, NC
OCS School Community Relations	East Storey Lane, Hillsborough, NC

ARCHITECT SERVICES AGREEMENT

BETWEEN

Orange County Board of Education

hereinafter referred to as the Owner

AND

CORLEY REDFOOT ARCHITECTS

hereinafter referred to as the Architect

For the ORANGE COUNTY SCHOOLS FACILITIES ASSESSMENT PROJECT

ARCHITECTURAL CONSULTANT AGREEMENT

AGREEMENT made this 14th day of October, 2013 between Orange County Board of Education (hereinafter, "Owner") and the Architect: Corley Redfoot Architects, Inc. (hereinafter, the "Architect")

For Professional Services to be provided as authorized by the Owner and as outlined in the District's Request for Proposal and the Architect's response dated October 3, 2013 attached to this Agreement as Exhibit A.

ARTICLE 1

TERMS AND CONDITIONS

- 1.1 **WORK:** The Architect shall perform the services described herein and as specified in the District's Request for Proposal and the Architect's response dated October 3, 2013, which are fully incorporated and integrated herein by reference together with the Architect's Professional Design Services Proposal dated October 10, 2013 as authorized by the Owner and in accordance with the terms and conditions of this Agreement and attached as Exhibit A. The Architect agrees that all work product in draft or final form are the property of the Owner, who may demand possession of them at anytime from Architect and receive the same within three business days of demand.
- 1.2 **TIME:** The parties acknowledge that this Project is time sensitive and must be completed in its entirety no later than January 31, 2014. The parties further agree that the Architect's Scope of Work will proceed and be executed in accordance with the proposed Timeline attached to this agreement as Exhibit C and shall operate under the following schedule:

Task:	Completed no later than:
Assessment Begins	date of contract execution
Preliminary Report to school staff	December 31, 2013
Final Report Provided to School Staff	January 31, 2014

The parties agree that time is of the essence and that the results of the Facilities Assessment must be incorporated into the District's Capital Investment Plan (CIP), which Plan is presented annually to the Board of Education in January; and is due to the County Commissioners in early February. The Architect agrees to share data which may be useful in the preparation of the CIP as it becomes available, albeit in advance of the release of preliminary or final reports.

In the event that circumstances beyond the Architect's control force a delay that prohibits or may prohibit the Architect's compliance with the schedule, the Architect shall inform the Owner immediately.

It is acknowledged that the Architect's failure to adhere to the Timeline for completion of the work within the times provided above and in Exhibit A , will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Architect agrees that liquidated damages may be assessed and recovered by the Owner as against Architect in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Architect shall be liable to the Owner for payment of liquidated damages in the amount of \$ N/A for each day that completion is delayed beyond the contract time. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Architect shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

1.3 COMPENSATION: The Architect shall be compensated in the amount of \$224,000 in accordance with the Professional Design Services Proposal dated October 10, 2013 and included in Exhibit A to this Agreement and this Paragraph. The fee described in Exhibit A shall cover the cost of services (including the furnishing of all materials, apparatus, labor and any required insurance). Additional services and/or meetings that may be authorized under this Agreement shall be billed at the hourly rate cited in Exhibit A. The Architect shall not be compensated for any work or services performed without specific authorization from Owner.

1.4 BILLING AND PAYMENT:

1.4.1 Billing for the work shall be directed to the Owner at the following address:

Superintendent
Orange County Schools
200 E. King Street
Hillsborough, NC 27278

1.4.2 Payment shall be made within forty-five (45) days of receipt of an acceptable invoice from the Architect.

1.5 INSURANCE:

The Architect shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Architect's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or (2) omissions for which the Architect is legally liable. Minimum limits of coverage shall be:

Insurance Description	Minimum Required Coverage	
a. Workers' Compensation		Statutory
b. Public Liability		Combined
Limit		
Bodily Injury: Each Person	\$	1,000,000.00
Bodily Injury: Each Accident	\$	1,000,000.00
Property Damage: Each Accident	\$	1,000,000.00
c. Automobile Liability & Property Damage		Combined
Limit		
Bodily Injury: Each Person	\$	1,000,000.00
Bodily Injury: Each Accident	\$	1,000,000.00
Property Damage: Each Accident	\$	1,000,000.00
d. Professional Liability:	\$	1,000,000.00

- 1.5.1 Evidence of such insurance shall be attached hereto, and the Owner shall receive thirty (30) days prior written notice of any cancellation, nonrenewal or reduction of coverage of any of the policies. Upon notice of such cancellation, nonrenewal or reduction, the Architect shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.
- 1.5.2 The Architect shall deliver to the Owner a Certificate of Insurance for its Professional Liability coverage annually, so long as it is required to maintain such coverage under paragraph 1.5.4.
- 1.5.3 All insurance policies (with the exception of Professional and Public Liability and Worker's Compensation) required under this agreement shall name the Owner as an additional insured for the insurance and shall contain a waiver of subrogation against the Owner.
- 1.5.4 The Architect shall maintain in force during the performance of this contract and for one year after final completion of the Project, the Professional Liability insurance coverage referenced above.

- 1.6 QUALIFICATIONS: All work shall be performed by qualified personnel under the supervision of a North Carolina Licensed Architect, and the documents submitted shall bear the Architect's seal and certification.
- 1.7 USE OF WORK PRODUCT: It is understood that the Owner, or his representatives and/or agents, may reproduce the work product including, but not limited to the Facilities Use Report produced under this Agreement without modifications and distribute the copies without incurring obligation for additional compensation to the Architect. The Architect agrees to provide one reproducible copy of all work products related to this study to the Owner for their records and future use as they deem appropriate.
- 1.8 The Architect shall comply with all applicable laws and regulations in providing services under this Agreement. The Architect shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. The Architect represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system. The Architect further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Agreement, and that it will remain in compliance with all I-9 requirements throughout the term of this Agreement. The Architect shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Agreement.
- 1.9 Lunsford Act/Criminal Background Checks. The Architect also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Architect shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Architect's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. The Architect shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Architect shall not assign any individual to

deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Owner reserves the right to prohibit any contractual personnel of the Architect from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

ARTICLE 2 BASIC SERVICES

2.1 Scope of Services.

2.1.1 The Basic Services to be provided by the Architect shall be as described in Exhibit A and shall include all services customarily furnished by an Architect and its consultants in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

2.1.2 N/A

2.2 Architect's Professional Responsibility and Standard of Care.

2.2.1 By execution of this Agreement, the Architect warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the comprehensive assessment of all District facilities with the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings, specifications and other documents prepared by the Architect shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.

2.2.2 The Architect hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Architect.

2.2.3 The Architect shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. In addition, the Architect will correct at no additional cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Architect.

The Architect further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the reports.

- 2.2.4 It shall be the responsibility of the Architect throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Architects of the training and background needed to perform the Services required under this Agreement who practice in the Research Triangle Park area or similar communities.
- 2.2.5 Throughout all phases of the Project, the Architect and its consultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner.
- 2.2.6 With each Design Phase submittal of the Architect to the Owner, the Architect shall make the following statement in writing:
"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Scope of Work and are in accordance with the requirements of all regulation agencies."
- 2.2.7 The Architect agrees that it shall use best efforts to coordinate and cooperate with the Orange County Schools in execution of the project.

ARTICLE 3

ADDITIONAL SERVICES

- 3.1 If any Additional Services are authorized in advance by the Owner in writing, the Architect shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Architect shall be paid for these additional services by the Owner pursuant to the hourly rates quoted in the Professional Design Services Proposal dated October 10, 2013 and included in Exhibit A. The Architect shall not be entitled to compensation for any additional services that are not authorized in advance by the Owner in writing.

ARTICLE 4

TERMINATION OF AGREEMENT

- 4.1 If (a) the Owner abandons the Project, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Architect and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Architect a written notice of such non-performance, the Architect may, upon fifteen (15) days' additional written notice to the Owner, terminate this Agreement, without prejudice to any right or

remedy otherwise available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement.

- 4.2 If the Architect refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Architect seven (7) days written notice, terminate this Agreement.
- 4.3 Upon termination of this Agreement by the Owner under paragraph 4.2 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Architect by whatever method the Owner may deem expedient. Also, in such cases, the Architect shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Architect under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Architect are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.
- 4.4 The Owner may, upon thirty (30) days' written notice to the Architect terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Architect shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Architect's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Architect shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 4.5 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Individual Project prepared by or in the possession of the Architect. The Architect will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files.
- 4.6 The payment of any sums by the Owner under this Article 4 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Architect.

ARTICLE 5

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

- 5.1 The Owner shall retain reproducible copies of all work product produced under this Agreement for information and future reference without additional compensation to the Architect.
- 5.2 In order for the Architect to fulfil this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Architect confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Architect hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Architect further agrees that it will not disclose to anyone outside of the authorized Project team (1) Owner's trade secrets during the period of this Agreement or thereafter or (2) Owner's confidential and proprietary information during the period of this Agreement or thereafter.

ARTICLE 6

ADDITIONAL REQUIREMENTS

- 6.1 This Agreement and its Exhibits represent 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 amended only by written instrument signed by both Owner and Architect.
- 6.2 This Agreement shall be governed by the laws of the State of North Carolina.
- 6.3 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.4 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 6.5 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 6.6 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 6.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

- 6.8 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Architect.
- 6.9 The Architect shall not assign, subcontract, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Architect may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

To the extent indicated in the Architect's Qualifications for Architectural Services Proposal which was presented to and approved by the Owner, the parties agree the following firms may act as a subconsultant on behalf of the Architect for their specific areas of expertise:

RNM Consulting Engineers: Mechanical and Electrical Engineering

LHC Structural Engineers: Structural Engineering

Foodesign Associates, Inc: Food Service Consultants

Froehling & Robertson, Inc: Hazardous Materials Assessment

Aleman Environmental Services: Hazardous Material Cost Estimator

Qualifications for each of the sub consultants are included in the response to the District's RFP, attached as Exhibit A.

- 6.10 Notwithstanding anything to the contrary contained herein, the Architect shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising solely out of or resulting from the Architect's performance or failure to perform its obligations under this Agreement or caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article. Notwithstanding anything to the contrary contained herein, the Owner shall indemnify and hold harmless the Architect and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising solely out of or resulting from (i) the Owner's performance or failure to perform its obligations under this Agreement and (ii) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and caused solely by any negligent act or omission of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

6.11 Except as otherwise set forth in this Agreement, the Architect and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, state or local government acting in its sovereign capacity, and strikes. Owner shall not be liable to the Architect for acts or failures to act by the Contractor or the Owner's consultants.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement on behalf of his/her/its principle and further acknowledges the execution of this agreement the day and year first written above.

OWNER:
ORANGE COUNTY BOARD OF EDUCATION

Donna Coffey, Chair
Orange County Board of Education

ATTEST:

Dr. Gerri Martin, Secretary/Superintendent

ARCHITECT:
CORLEY REDFOOT ARCHITECTS, INC.

By: _____
Ken Redfoot, AIA, President

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

Donna Brinkley
Orange County Schools Finance Officer

Date

Exhibit A - Proposal and Scope of Services

- 1.) Orange County Schools Request for Proposals
- 2.) Corley Redfoot Architects Response to Proposals
- 3.) Corley Redfoot Architects Professional Design Services Proposal

Attachment _____

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names	Job Title
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)
(signature) _____
_____ (title) _____ (date)