

**ORANGE COUNTY
BOARD OF EDUCATION**

AGENDA ITEM ABSTRACT

Meeting Date: October 14, 2013

AGENDA ITEM No. 13-10-18

ACTION ITEM: (Y/N) Y

SUBJECT: C.W. Stanford Middle School Canopy Design Services

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

ATTACHMENTS:

- Resolution
 - Corley Redfoot Architects design proposal
 - Contract
 - 11-28-2011 Scope of Work for campus canopy replacements
 - Campus map
-

PURPOSE: To consider:

- 1.) Suspending Board Policy 9110 for this item, regarding the Selection of Architects, Engineers, Surveyors and Construction Managers at Risk, as allowed by Board Policy #2450
- 2.) Approving a Resolution waiving the Qualifications Based Selection process for design services related to canopy replacement at the front of C.W. Stanford Middle School; and
- 3.) Authorizing the Chair to execute an agreement for design services pursuant to the attached proposal from Corley Redfoot Architects (CRA).

BACKGROUND: Corley Redfoot Architects (CRA) provided design services for the new auditorium project and has significant knowledge of Orange County Schools in general and C.W. Stanford Middle School in specific. Since at least Fall 2011 District staff has discussed the design of a new canopy system with this firm. For these reasons, CRA is recommended to provide design services for the canopies designated for replacement at this time.

The Board will also note that recent legislative changes no longer allow waivers for design services in excess of \$50,000. No proposal was solicited for this work, however this waiver request is compliant with current law since the proposed design fee is \$22,000.

The Board may recall funding was appropriated in the Capital Investment Plan in FY2011 to begin canopy replacement. The 40-year old canopies are steel construction and have held up well, however, many areas continue to leak and require extraordinary maintenance, making replacement at some time in the foreseeable future prudent.

The original estimated replacement cost—in excess of \$900,000—is not fully funded. The action contemplated by this approval will allow the design to be completed for two areas:

- 1.) Front entrance (Section A on the attached campus map); and
- 2.) Connection between the auditorium and existing canopy to the south of the auditorium (Section D on the attached campus map).

continued

Replacement of all canopies along the front entrance of the school will significantly enhance the aesthetics of the school while providing a safer access for individuals coming to the building. Due to leaking, the sidewalk is often damp, which creates safety concerns particularly in colder weather. In addition, this section of the canopy has minimal grade changes and will be a fairly simple and economical installation.

Further, since no canopy exists over Section D it is desirable to include it as well to allow more convenient and safer access between the auditorium and other campus buildings.

Additional canopy replacement will be proposed as part of a future Capital Investment Plan (CIP) and will be a specific element for study in the upcoming Facilities Assessment. Given the recommendations from Safe Haven regarding the safety of open walkways at schools, an alternative may be proposed that could address safety concerns as well as the continuing need for canopy replacement.

FINANCIAL IMPACT: Design of this project is quoted at \$22,000 per the attached proposal from the architect. Funding in the amount of \$250,000 is currently funded in the CIP for canopy replacement at C.W. Stanford. Please note, although the architectural estimates provided in 2011 (see page 4 of the attached Scope of Work) show the cost of the two proposed sections of construction in excess of funds allocated in the Capital Investment Plan, the architect will bid Section D as an alternate to provide flexibility in the award, while still taking advantage of any favorable market conditions that may exist.

RECOMMENDATION: The Superintendent recommends the Board:

- 1.) Suspend Board Policy 9110 for this item, regarding the Selection of Architects, Engineers, Surveyors and Construction Managers at Risk, as allowed by Board Policy #2450;
- 2.) Approve a Resolution for design services related to canopy replacement at C.W. Stanford Middle School; and
- 3.) Authorize the Chair to execute an agreement for design services pursuant to the attached proposal from Corley Redfoot Architects (CRA).

**A RESOLUTION WAIVING THE QUALIFICATIONS-BASED SELECTION PROCESS FOR AN
ARCHITECT TO DESIGN CANOPY REPLACEMENTS AT
C.W. STANFORD MIDDLE SCHOOL**

WHEREAS, the Orange County Board of Education ("Board of Education") desires to replace dilapidated canopies at the C.W Stanford Middle School, Hillsborough, NC; and

WHEREAS, the project will enhance the aesthetic appeal of the facility and eliminate leaks, thereby creating a safer walking surface for students, staff and visitors accessing the front area of the school; and

WHEREAS, the Board of Education has previously retained Corley Redfoot Architects (CRA), Chapel Hill, NC to provide other design services at C.W Stanford Middle School; and

WHEREAS, the Board of Education has been satisfied with the work product delivered by this Orange County-based architectural firm; and

WHEREAS, the Board of Education desires to award a contract to CRA to provide architectural design services associated with the referenced project; and

WHEREAS, the law allows the board to exempt itself allows the Board of Education to exempt itself from the notice and qualifications-based selection criteria for the award of contracts for architectural services under \$50,000; and

WHEREAS, Orange County Board of Education Policy #2450 allows the Board to exempt itself from Policy #9110 regarding the selection of Architects, Engineers, Surveyors and Construction Managers at Risk.

NOW, THEREFORE, BE IT RESOLVED, by the Orange County Board of Education that:

1. Due to the Board's previous and satisfactory experience with work performed by this firm; and due to the Firm's considerable knowledge of the C. W. Stanford Middle School, based on their previous design work at this location; the Board of Education hereby exempts itself from the notice and selection criteria used to award contracts for architectural services and suspends Board Policy #9110 as allowed by Orange County Board of Education Policy #2450 ; and
2. The Board of Education selects CRA to provide architectural design services for the referenced project.

ADOPTED this 14TH day of October, 2013.

Donna Coffey, Chair

(Corporate Seal)

ATTEST:

Dr. Gerri Martin, Superintendent



corley redfoot architects inc.
architects | engineers | planners

222 cloister court
chapel hill, nc 27514
t: 919.401.8586
www.corleyredfootarchitects.com

June 12, 2013

Orange County Schools
Central Office
200 East King Street
Hillsborough, NC 27278
c/o Ms. Pam Jones, Interim Executive
Director of Auxiliary Services

RE: Proposal for Professional Design Services
For the Proposed Front Entrance Canopy Replacement
At C.W. Stanford Middle School

Dear Ms. Jones,

As you requested, we are sending our professional design services proposal for the above-referenced project. We are ready to proceed immediately on the proposed project and we see this work as a great opportunity to upgrade the main entrance of the school. We will work with you to outline a design and construction phase schedule at your earliest convenience to insure the safety of building users during construction.

The scope of the work is as follows:

1. Deconstruct the existing canopy including steel columns, beams and canopy decking, electrical lighting fixtures, concrete footings and concrete sidewalk.
2. Replace the existing canopy with a new engineered steel canopy.
3. Replace deconstructed elements with new construction to provide an upgraded entrance walkway that better serves the students, faculty, and staff.
4. Add a section of canopy in the courtyard area lining the new auditorium canopy to the existing courtyard canopy.

We respectfully request twenty-two thousand dollars (\$22,000) for the scope of work outlined above.

We are excited about working at C.W. Stanford again so soon after the successful completion and occupancy of the new auditorium. We look forward to continuing our work with the Orange County Schools Board of Education. Please contact me if you have any questions or comments regarding this proposal.

Sincerely,

Kenneth E. Redfoot, AIA
President

KER/jh-CWSent

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 C.W. STANFORD MIDDLE SCHOOL CANOPY PROJECT—PHASE I

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 (hereinafter, the "Architect")

For Professional Services to be provided as authorized by the Owner and as outlined in the Proposal and Scope of Services attached to this Agreement as Exhibit A.

ARTICLE 1

TERMS AND CONDITIONS

- 1.1 **WORK:** The Architect shall perform the services outlined on the attached Exhibit A as authorized by the Owner and in accordance with the terms and conditions of this Agreement. The Architect agrees that all plans, drawing, specifications, designs and surveys 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 August 1, 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:	Beginning no later than:	Completed no later than:
Preliminary Design		February 1, 2014
Permitting (Planning Dept approvals, e.g.		March 3, 2014
Bidding		April 1, 2014

Although the parties acknowledge that contract administration may run beyond the targeted completion date, all parties agree that the C.W. Stanford Middle School Canopy Project shall be in fully completed no later than August 1, 2014. 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 of the Scope within the times provided above and in Exhibit C and the Scope of Work, 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 twenty-two thousand dollars (\$22,000) in accordance with the fee schedule included in Exhibit A to this Agreement and this Paragraph. The fee described in Exhibit A shall cover the cost of architectural services (including the furnishing of all materials, apparatus, labor and any required insurance). Attached as Exhibit B is an hourly rate schedule for any services to be provided by the hour and any additional services that may be authorized under this Agreement. 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:

Director of Auxiliary Services
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 DRAWINGS: It is understood that the Owner, or his representatives and/or agents, may reproduce the drawings without modifications and distribute the prints without incurring obligation for additional compensation to the Architect. One reproducible of all work products shall be provided to the Owner for this purpose.

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 It is the responsibility of the Architect to ensure that the Project's Construction Documents require that no asbestos-containing materials are to be incorporated in the Project.
- 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 design and construction of a project having 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 design or specified materials.

- 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 rates established in Exhibit B. 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 Drawings and Specifications as instruments of service are and shall remain the joint property of the Architect and the Owner whether the Individual Project for which they are made is built or not. Said documents and design concept are not to be used by the Architect on other Individual Projects. The Owner shall retain reproducible copies of Drawings and Specifications for information and reference and use in connection with the Owner's use and occupancy of the Individual Project and for the Owner's future requirements of the Individual Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation of fee 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.
- 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.

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

By: _____
Ken Redfoot, AIA, President

PRE-AUDIT STATEMENT

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

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)

(title)

(signature)

(date)



CORLEY REDFOOT ZACK^{INC.}

ARCHITECTS • ENGINEERS • PLANNERS

GLENN D. CORLEY, AIA
Chairman

KENNETH E. REDFOOT, AIA
President

MICHAEL L. HAMMERSLEY, PE
Partner

ANDREW R. CRUICKSHANK, AIA
Partner

DAVID M. TAYLOR, AIA
Partner

KIMBERLY D. BUFF, AIA
Associate

LAURENCE W. BUNCH, AIA
Associate

HARRY M. JENSEN
Associate

KENNETH E. SMITH
Associate

November 28, 2011

Dr. George McFarley
Chief Operating Officer
Orange County Schools
200 East King Street
Hillsborough, North Carolina 27278

**Project: C. W. Stanford Middle School Canopy Replacement
Orange County Schools**

RE: Recommendation of Project Scope

Dear Dr. McFarley:

Based on several meetings and preliminary investigations performed by our design team and a local mechanical contractor, we make the following recommendations regarding the scope and services to be provided on the above referenced project.

The goal of the project, as understood by the design team, is to replace the 40-year-old painted steel canopy across the campus. Approximately half of the existing canopy also serves as structure for a two-pipe mechanical system that runs from the boiler building to the three academic buildings on campus. The existing canopy is also used to route electrical, data and other wired systems across the campus. The following recommendation will address each of these components.

The mechanical piping was investigated by Warren-Hay Mechanical Contractors and their recommendation is to remove all the existing mechanical piping and replace with new mechanical piping from its connection to the centralized boiler to the points where it enters the separate buildings. They do not recommend trying to temporarily support the mechanical piping while a new canopy is erected. They provided a preliminary cost estimate of \$51,000 for this scope of work.

PO Box 2368
Chapel Hill, NC 27515-2368

222 Cloister Court
Chapel Hill, NC 27514-2212



(919) 401-8586 Telephone
(919) 493-7306 Fax
www.corleyredfootzack.com

L112811GM RECOMMENDATION OF PROJECT SCOPE.DOC

The electrical and technology wiring being routed over the existing canopy needs to be completely investigated by the design team and OCS Maintenance. The types of wiring may include but is not limited to electrical circuits related to the mechanical system, technology wiring for data distribution, fire alarm system wiring and security system wiring. Our recommendation is to determine the terminations and function (if active) of each cable and/or conduit being routed over the existing canopy and replace the cable and/or conduit following the replacement of the canopy.

The existing canopy, as indicated on the attached floor plan, can be divided into several sections. Each section has different conditions and carries different mechanical and/or electrical systems.

Canopy A

- located at the main vehicular drop-off and includes approximately 3200 square feet of covered area.
- has no grade changes and little to no electrical or mechanical components above the canopy.
- our recommendation to remove this canopy completely including steel columns, beams and decking, electrical lighting fixtures, concrete footings and concrete sidewalk.
- recommend replacing this canopy with a new, engineered steel canopy which will be compatible with the replacement canopies located in the interior court for visual continuity.
- this canopy needs to be designed to withstand potential damage from vehicles in the drop-off area.

Canopy B

- located between Building 100 and Building 300 and includes approximately 1280 square feet of covered area
- a large grade change as the canopy follows the slope of the existing stairs and sidewalk.
- Several of the existing canopy columns in Canopy B are actually cast into the cheek walls of the staircases, which are showing a significant amount of cracking of the concrete walls. Additionally, several columns in these sections are deteriorated and rusted due to standing water on the sidewalk
- sections of existing canopy support two mechanical pipes and a significant amount of cables and conduits.
- our recommendation to remove these canopies completely including steel columns, beams and decking, electrical lighting fixtures, all electrical cables and conduits, concrete stair (including the concrete cheek walls), concrete footings and concrete sidewalk.
- recommend replacing this canopy with a new, engineered steel canopy which can support and conceal the new mechanical piping and the new electrical cables and/or conduits.



Canopy C

- located between Building 300 and the entrance to Building 200 and includes approximately 2260 square feet of covered area.
- follows a shallow grade change of about a 1 in 20 slope
- sections of existing canopy support two mechanical pipes and a significant amount of cables and conduits.
- our recommendation to remove these canopies completely including steel columns, beams and decking, electrical lighting fixtures, all electrical cables and conduits, concrete stair (including the concrete cheek walls), concrete footings and concrete sidewalk.
- recommend replacing this canopy with a new, engineered steel canopy which can support and conceal the new mechanical piping and the new electrical cables and/or conduits.

Canopy D

- located between Building 100 and the entrance to Building 200 and includes approximately 950 square feet of covered area.
- accommodates a shallow grade change of about a 1 in 20 slope.
- sections of existing canopy do not support any mechanical piping and support a limited amount of electrical cables and/or conduits.
- our recommendation to remove these canopies completely including steel columns, beams and decking, electrical lighting fixtures, all electrical cables and conduits, concrete footings and concrete sidewalk.
- recommend replacing these canopy sections with a new, engineered steel canopy which matches Canopy sections B and C in order to maintain continuity in the interior court

Canopy E

- located between the entrance to Building 200 and the new canopy at the Auditorium and includes approximately 1810 square feet of covered area including the connection of this canopy to the auditorium canopy.
- has no significant grade changes.
- sections of existing canopy do not support any mechanical piping and support a limited amount of electrical cables and/or conduits.
- our recommendation to remove these canopies completely including steel columns, beams and decking, electrical lighting fixtures, all electrical cables and conduits, concrete footings and concrete sidewalk.
- recommend replacing these canopy sections with a new, engineered steel canopy which matches Canopy sections B and C in order to maintain continuity in the interior court



Based on the above described scope of work, we estimate the cost of this work as follows:

Canopy A – 3200sf x \$70/sf (aluminum-clad, engineered steel canopy system)	\$224,000
Canopy B – 1280sf x \$75/sf (aluminum-clad, engineered steel canopy system)	\$96,000
Canopy C – 2260sf x \$75/sf (aluminum-clad, engineered steel canopy system)	\$169,500
Canopy D – 950sf x \$70/sf (aluminum-clad, engineered steel canopy system)	\$66,500
Canopy E – 1810sf x \$70/sf (aluminum-clad, engineered steel canopy system)	\$126,700
Mechanical Piping Replacement	\$51,000
Electrical Conduit/Cable Replacement	\$25,000
Subtotal	\$758,700
<u>Design Contingency (20%)</u>	<u>\$151,800</u>
Total Preliminary Construction Cost Estimate	\$910,500

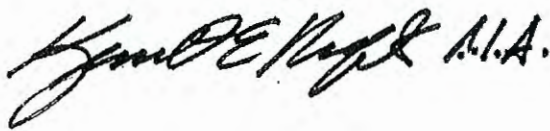
Because of the effect the replacement of the canopies and mechanical piping will have on the ongoing function of the school, it is our recommendation that this work be performed during the summer recess. We also recommend, based on the amount of work to be accomplished, that it should be phased over two summers. The design work would be performed between December 2011 and March 2012 while the bidding process would take place in late April 2012. In the Summer of 2012, we recommend Canopies A, D and E would be replaced, while Canopies B and C would be replaced (along with the mechanical piping) in the Summer of 2013.

Based on the above described scope of work, we recommend the following courses of action:

- Perform a topographic, storm drainage system and utility survey of the interior courtyard and vehicular drop-off areas of the school. CRZ can secure proposals from local surveyors.
- Perform an electrical survey of conduits and cables being carried by the existing canopies in order to determine active and inactive electrical and technology wiring.

CRZ will provide a proposal to perform the above described design work as soon as possible.

Sincerely,



Kenneth E. Redfoot, AIA

cc: David M. Taylor, AIA



CORLEY REDFOOT ZACK INC.



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