

**ORANGE COUNTY
BOARD OF EDUCATION**

AGENDA ITEM ABSTRACT

Meeting Date: August 26, 2013

AGENDA ITEM No. 13-08-(2)-16

ACTION ITEM: (Y/N) Y

SUBJECT: Design Contract Approval—ADA Connector Orange High School

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

ATTACHMENTS:

1. Schematic Drawing
2. Proposal
3. Contract

PURPOSE: To consider approving a design contract with Corley Redfoot Architects (CRA) for completion of an ADA compliant connector between C and D wings at Orange High School.

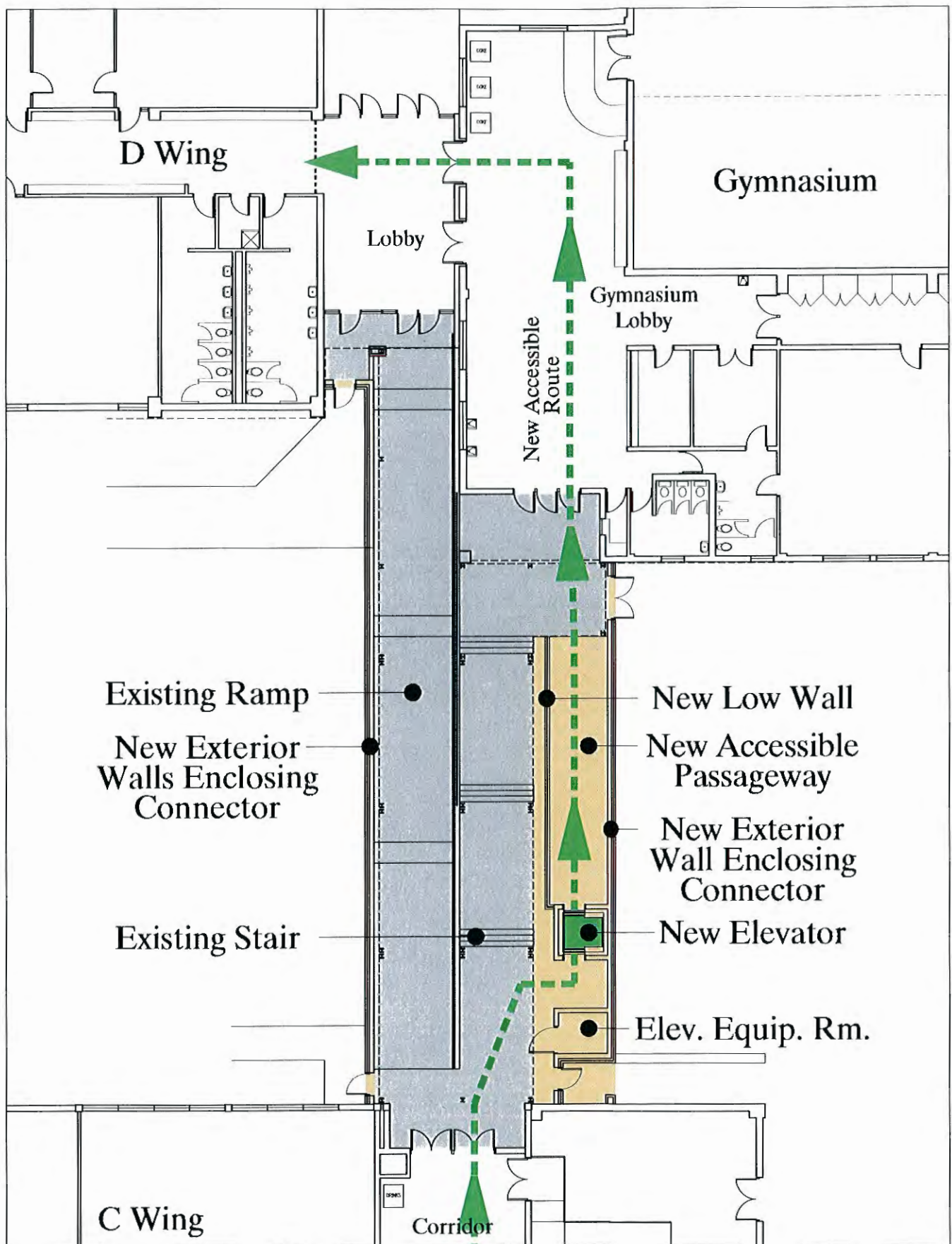
BACKGROUND: On June 24, 2013 the Board approved a Resolution waiving the Qualifications Based Selection process for the Front Entrance Enhancements and the ADA compliant connector projects at Orange High School. A design contract for the front entrance work fell within the Superintendent's authorization authority and was executed in June so the front entrance work could move forward during the summer. That work is now substantially complete.

The work authorized by this action includes the design for the construction of the connector structure, which includes an elevator to facilitate handicapped accessibility. The fee - \$87,000 plus reimbursable expenses - exceeds the Superintendent's signature authorization and is, therefore, submitted for Board approval.

As a reminder, the schematic drawings presented in June are attached. The completed structure will create an enclosed walkway between the buildings and will provide additional space for overflow of the gymnasium lobby area as well.

FINANCIAL IMPACT: Pursuant to the attached proposal, the design fee for this work is \$87,000 plus reimbursable expenses which includes, but is not limited to, \$3,000 for the Town of Hillsborough approval process. Funding for the design of this project is included in the FY2014 Capital Investment Plan (CIP). Funding for the construction of the connector is currently provided in the FY2015 CIP.

RECOMMENDATION: The Superintendent recommends the Board approve a contract with Corley Redfoot Architects for the design of a connector between C and D wings at Orange High School in the amount of \$87,000 plus reimbursable expenses; and authorize the Chair to sign on behalf of the Board.



Improvement Plan

June 24, 2013



corley redfoot architects inc.
architects | engineers | planners

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

June 13, 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 Renovation to Connector Between "C" and "D" Wing
Orange High School, Hillsborough, NC

Dear Ms. Jones,

We are pleased to provide our professional design services proposal for the above-referenced project. Our proposal is based on our understanding of the scope of the project as outlined in an on-site meeting with you and Buster Crabtree, Director of Maintenance and a subsequent meeting on June 3rd where we presented a sketch plan of some of our preliminary ideas. A follow-up meeting which included Orange High's Principal, Jason Johnson, was held on June 12th and the floor plan drawing (dated June 11th) outlines the scope of work and is as follows:

1. Provide a code compliant accessible route via a proposed one stop elevator to connect the two major building on campus.
2. Design and detail an enclosure system for the existing canopy system to provide a connector that provides protection from the elements. We will provide design options for your review and approval prior to creating the bid documents required for a building contractor.
3. Study options for ventilating, lighting and finishing the proposed space. These options will be presented for your review and approval. We will incorporate the selected option into our bid documents.
4. Cost estimating will be provided to assist in the comprehensive analysis of design options and adherence to the budget.

We will work closely with you and Mr. Crabtree to determine a design and construction schedule that is acceptable.

We respectfully request a basic services fee of eighty-seven thousand dollars (\$87,000) to provide the design and construction documents and the construction administration for the project.

Additional services for the Town Approval Submittal and Process is three thousand dollars (\$3,000).

The hourly rate schedule for additional services beyond those outlined above shall be as follows:

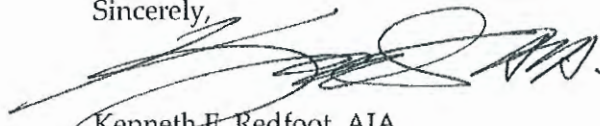
Principals' Time	\$125/Hr
Architects' Time	\$100/Hr
Engineers' Time	\$110/Hr
CADD/Drafting	\$ 75/Hr
Construction Admin	\$ 85/Hr
Other Employees @ rate of 2.75 times direct hourly wage.	

Services not included in the fee are as follows:

1. Legal and Accounting Fees
2. Site Surveys
3. Subsurface Investigations
4. Material Testing During Construction

We are prepared to begin the work immediately and are very pleased to be working with you on this very exciting and important project that will transform a very important connection on campus.

Sincerely,



Kenneth E. Redfoot, AIA
President

KER/jh-OHSpop



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 HIGH SCHOOL ADA COMPLIANT CONNECTOR BETWEEN C AND D WING-
Project**

**Design Fee: \$87,000 plus reimbursable expenses, including, but not limited to \$3,000 for the
permitting of project by the Town of Hillsborough**

ARCHITECTURAL CONSULTANT AGREEMENT

AGREEMENT made this 26TH day of August, 2013 between Orange County Board of Education (hereinafter, "Owner") and the Architect: Corley Redfoot Architects (hereinafter, the "Architect")

For Professional Services related to the design of an **ADA-compliant connector between C and D wings at Orange High School** 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 as quickly as practicable after funding is available on July 1, 2014. The parties further agree that the Architect's Scope of Work will proceed and be executed in accordance the following schedule:

Task:	Beginning no later than:	Completed no later than:
Preliminary Design		December 31, 2013
Permitting	as appropriate for adherence to bidding schedule	
Bidding		June 1, 2014

Although the parties acknowledge that contract administration may run approximately 60 days after substantial completion, all parties agree that the Project must be usable as soon as practicable after construction funding is available on July 1, 2014. In the event 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 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 \$0.00 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 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). Any additional services that may be authorized under this Agreement shall be billed pursuant to the hourly rate schedule contained 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:

Orange County Schools
Attn: Superintendent
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.

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 that N/A may act as a subconsultant on behalf of the Architect. A copy of the Architect's Qualifications for Architecting Services Proposal is attached to this agreement as Exhibit D for reference only and not as part of this contract between the parties.

- 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. Del Burns, Secretary/Superintendent

CORLEY REDFOOT ARCHITECTS

By: _____
KENNETH E. REDFOOT, AIA, PRESIDENT

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

Donna Brinkley
Orange County Schools Finance Officer

Date