



Request for Qualifications

**RFQ No. 002-25
Onslow County Recreation Center**

**Issued By:
Onslow County Purchasing Department
234 NW Corridor Blvd.
Jacksonville, NC 28540
Phone: (910) 455-1750**

Issued For:



Date of Issue: March 5, 2025

Due Date: April 4, 2025

KEY INFORMATION SUMMARY SHEET

Request for Qualifications
RFQ # 002-25

RFQ Issue Date:	March 5, 2025
Deadline for Questions:	March 14, 2025 no later than 12:00PM
Mailing address to submit proposals:	Onslow County Purchasing Department Attn: Christina Russell 234 NW Corridor Blvd. Jacksonville, NC 28540
Responses Due:	April 4, 2025 no later than 2:00PM

March 5, 2025

RE: **Request for Qualifications
Professional Architectural/Engineering/Planning Services
Onslow County Recreation Center**

To Whom It May Concern:

The Onslow County, North Carolina Board of County Commissioners is seeking qualified consulting firms to provide architectural and engineering services for a recreation center located in the County of Onslow. Attached you will find a "Request for Qualifications", which identifies the project anticipated to be undertaken by Onslow County during the contract period.

In order to be considered all responses must be submitted in writing no later than **2:00 PM (EST) on April 4, 2025**. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the response to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the responding firm. The County will in no way be responsible for delays caused by any occurrence. Responses may be hand carried or mailed to:

**Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540**

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)

Firms providing responses shall be licensed and responsible for complying with North Carolina laws, regulations, and local ordinances. The Onslow County Board of Commissioners reserves the right to waive any informality, to reject any and all responses to the Request for Qualifications, and to accept any responses which in its opinion may be in the best interest of Onslow County.

No responses to the Request for Qualifications will be received or accepted after 2:00 PM, EST, April 4, 2025. Late qualification packages will be deemed invalid and returned unopened to the firm.

Thank you,

Christina Russell, CLGPO
Purchasing Division Manager
Attachments

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
ONslow COUNTY**

Recreation Center – Parks & Recreation

I. INTRODUCTION

The County of Onslow is inviting interested architectural design/consulting engineering firms, licensed in the State of North Carolina, to submit their qualifications for consideration to provide professional architectural/engineering/planning/construction phase services for the proposed Recreation Center project through the Parks and Recreation Department. Professional services being requested include:

- Development of a project schedule and estimation of construction costs
- Implementation of approved conceptual designs and renderings which reflect the allocated budget and County priorities for the facility.
- Completion of schematic design through construction documents and specifications preparation.

II. SCOPE OF SERVICES

After firm selection, the selected Architect(s) will be responsible for performing the basic architectural and engineering services that the County will further specify during contract negotiations. The contract agreement will provide payment for work completed. The Architect(s) will be required to retain, and be responsible for, all basic engineering disciplines such as:

- architecture and interior design
- mechanical, electrical, plumbing, fire protection engineering
- structural engineering
- site design services including surveying, civil engineering and landscape architecture
- acoustics/sound dampening
- construction management through completion of the project

Assumptions

The County anticipates constructing a recreation center consisting of most if not all of the following elements: a reception lobby; office suite; classrooms for recreation programming, fitness studios, stage and associated support spaces; a three basketball court sized gymnasium with an elevated/suspended walking track around the interior perimeter of the gymnasium; a concession area/catering kitchen; multipurpose rooms; fitness rooms; public restrooms; parking lot; landscaping; and ADA Accessibility for the entire facility. Anticipated square footage of the facility is up to 45,000 sf.

III. SUBMISSION

- A. Submittals: Submit one (1) original hard copy and submit one (1) electronic copy (pdf format) on a thumb drive with the submittal envelope. Submittals shall be sealed and marked "RFQ # 002-25, Onslow County Recreation Center". Sealed submittals will be received no later than **2:00 PM EST, on April 4, 2025**, at the Office of the Onslow County

Purchasing, 234 NW Corridor Blvd., Jacksonville, NC 28540. The original hardcopy submittals and the electronic version on thumb drive must be received by the time and date stated above.

- B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.
- C. Each Proposer is responsible for determining that all addenda issued by Onslow County has been received before submitting their qualifications.
- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Purchasing Department personnel before the deadline indicated above.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The County of Onslow reserves the right to waive any informalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.
- F. Qualification packages may be withdrawn by written request prior to submittal deadline.

IV. PREPARATION

- A. Firms are to submit qualification packages which present their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all the information requested by the County. If errors or exceptions are found in the firm's qualification package, or if the package fails to conform to the requirements of the RFQ, the County will be the sole judge as to whether that variance is significant enough to reject the firm's submittal.
- B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. Onslow County does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. **Brevity will be appreciated.** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12-point font. Covers and dividers do not count in the 50 pages total.
- C. Firms requiring clarification or interpretation of this RFQ shall make a written request, which shall reach the Onslow County Purchasing Department no later than the date and time for submittal of written questions (see Section V, paragraph C).
- D. Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be e-mailed to all who are known by the County Purchasing Department to have received a complete set of RFQ documents. It is the responsibility of the firm to ensure that all Addenda were received.

- E. All submittals shall provide a straightforward, concise description of firm's ability to satisfy the requirements of the RFQ.
- F. Qualification packages should be bound in a single volume where practical. All documentation submitted with the offer should be bound in that single volume.
- G. In addition to the transmittal letter, the Non-Collusion Affidavit must be signed by a principal of the firm, or an officer of the corporation duly authorized to bind the corporation.
- H. If any offer includes comments over and above the specific information requested in this RFQ such comments must be included as a separate appendix.
- I. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal and of any supplementary presentation (including any oral presentation) if requested by County.
- J. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

V. GENERAL TERMS AND CONDITIONS

A. NON-COLLUSION AFFIDAVIT

Each qualification package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

B. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this RFQ shall be processed through the Onslow County Purchasing Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

C. QUESTIONS

Questions concerning this RFQ should be directed to:

Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540
Telephone (910) 455-1750
E-mail: PurchasingBids@onslowcountync.gov

All questions pertaining to this RFQ must be submitted in writing no later than 12PM, EST on March 14, 2025.

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFQ. E-mail messages will be treated as written questions.

D. PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

E. MINORITY BUSINESSES

The County of Onslow encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

F. AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Onslow County.

Award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the County.

The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ.

A notice of contract award is anticipated by April/May 2025. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

G. CONTRACT DOCUMENT

The successful firm will be required to enter into a design consultant services agreement. A copy of the County's standard Agreement for Design Consultant Services is attached.

H. SUBCONSULTANTS

If any subconsultants will be used for the various projects, the successful firm shall provide to the Purchasing Division Manager a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the County.

The successful firm shall be responsible for all services performed by a sub-engineer as

though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any sub-engineer is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any sub-engineer and the County of Onslow.

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

I. INSURANCE

The selected firm shall purchase and maintain in force, at his own expense, such insurance as will protect the firm and the County, to include professional liability (E&O), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors/engineers, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above. See Sample Contract for additional information regarding insurance coverages and limits.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming the County of Onslow as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Onslow County Purchasing Division Manager and shall require and show evidence of insurance coverage on behalf of any subcontractors/engineers (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

Interested engineering/consulting firms desiring to provide services should include the following with its Statement of Qualifications. In order to evaluate responses efficiently and equitably, responses must be tabbed as identified below. Failure to submit this information may render your proposal non-responsive.

Tab 1: Introduction: Company Information

- Firm's name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.

- Year established. Include former firm/company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm’s authorized negotiator. The person identified must be empowered to make binding commitments for the firm.
- Letter of Interest

Tab 2: Qualifications of the Firm

- Provide an organizational chart, resumes, and summary of staff qualifications. Provide a list of staff members and resumes of those persons who will be assigned to work with the County on the project. Include an Organizational Chart but do not include resumes or list of personnel who will not be assigned to these projects.
- General Qualifications Statement (summary of the firm’s ability to perform “Scope of Services” outlined within the RFQ.
- Names of outside consultants (sub-consultants) who would be involved to provide services required for these projects. Provide a one-page synopsis for each consultant to include the following information:
 - Individual’s proposed role in the project.
 - A resume or brief description of the individual’s previous experience as it relates to his/her role in the project.
 - For any proposed sub consultants, indicate how long your firm has worked with the sub-consultant on previous projects.

Tab 3: Past Experience

- List and describe your firm’s previous experience in design and construction of relevant projects over the last ten (10) years that are applicable to the proposed project. For each project listed, the information should include:
 - Name and location of the project and the date the work was completed.
 - Name and telephone number of the facilities maintenance director or staff person whom your firm worked with on the project (projects references).
 - Name of the project manager assigned to each listed project.
 - Total final combined design and construction dollar amount of the work performed.
 - Number of change orders and total amount of change orders.

Tab 4: Current Projects/Project Timeline

- List of current ongoing projects. Include: Project start date; expected completion date, total project cost, your ability to devote staff resources to complete this project.
- Provide an anticipated timeline for this project once the contract is awarded.

Tab 5: Hourly Rates

- Provide a description of hourly rates for all staff assisting in the project along with an estimated percentage of total work to be performed by each pay classification listed.
- Provide a list of all reimbursable expenses, including but not limited to, travel, per diem rates, copies, etc.

Tab 6: Other Requirements

- Information concerning any pending, ongoing, or prior litigation within the last 10 years.
- In order to be considered responsive for this RFQ, the firm must include the following information:
 - Willingness to affiliate with DBE, minority, or women-owned businesses (“M/WBE”).
 - Identify any sub-contractible work that could be performed by minority firms.
 - Name and address of the DBE and M/WBE firms that are anticipated to perform the sub-contractible work.
- Submission of a proposal indicates acceptance by the firm of the terms, conditions, and requirements described in this RFP unless clearly and specifically noted in the submittal. Any and all exceptions/deviations to the required Scope of Services and/or the Sample Agreement shall be documented on a separate page.

Tab 7: Forms: Notarized when required

- Responder’s Certification Form
- Non-Collusion Affidavit
- Certification Regarding Debarment and Suspension
- E-Verify

VII. EVALUATION PROCESS:

Following the deadline for submittal of qualifications, a review of the submitted qualifications will be by a selection committee established by the County. The selection committee will review, analyze, and rank all submittals based on their response to the information received.

If desired, the selection committee may short list the number of qualified firms. The County reserves the discretion to determine the number of firms that will be on the short list.

The County may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if required in the selection process. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among the firm(s) deemed most qualified to provide the

required services. At the discretion of the County, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the County, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

The County will negotiate a stipulated sum fee for basic services and a rate schedule to be utilized for additional services and contingent additional services with the most qualified firm at a compensation which is considered to be fair and reasonable to the County. These rates shall include all disciplines (example: architect, project manager, engineers, administrative staff, etc.). In making this decision, the County will take into account the established value, general scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated.

Negotiations will then proceed with the remaining ranked firms in the same manner until an agreement is reached, unless it is determined by the committee that it is in the best interest of the County that the process be terminated or modified.

The County of Onslow reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

VIII. SELECTION PROCESS

The included criteria, but not limited to, may be used in the evaluation of qualification packages for development of a shortlist to be considered for potential negotiations. These criteria are not necessarily listed in order of importance.

- Firms' qualifications and experience including location of offices and related staffing
- Firms understanding of the project objectives
- Previous work experience of similar projects and demonstrated experience in the design and construction of public facility buildings
- Proposed staff, including sub-engineers, proposed to perform the work
- Financial stability of the consultant
- Demonstration of Quality Control: Demonstrated systematic approach to quality assurance and interdisciplinary coordinator methodologies throughout the various phases of design and construction administration.
- Demonstration of Cost Control: Demonstrated experience implementing cost saving measures that effectively maximized the utilization of funding from a variety of sources and minimized unnecessary expenses while achieving desired results.
- The ability of the consultant to begin work immediately and complete the projects in a timely manner.
- References: Evaluation of comments received from referenced previous clients

IX. CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any firm with any County representatives, other than the Purchasing Division Manager listed herein, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

[Remaining portion of this page has been left blank]

RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications 002-25; the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Onslow County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

NAME OF FIRM: _____

BY: (printed name) _____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

Email Address: _____

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Onslow

RFQ No. 002-25

_____, being first duly sworn, deposes and says that:

- 1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
- 2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Such response is genuine and is not a collusive or sham response;
- 4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Onslow or any person interested in the proposed contract; and

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____
 Address: _____
 City/State/Zip: _____
 Signature: _____
 Title: _____
 Date: _____

(Seal if Corporation)

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
 This _____ day of _____, 20____

NOTARY PUBLIC _____

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

AFFIDAVIT OF COMPLIANCE: E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (hereinafter "Firm") after first being duly sworn hereby swears or affirms as follows:

1. Firm understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 65 of the North Carolina General Statutes; and

2. Firm understands that "Employer", as defined in NCGS§64-25(4), are required by law to use E-Verify to verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.

3. Firm is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (Mark Yes or No)

- a. YES _____, or
- b. NO _____

4. Firm will ensure compliance with E-Verify by any subcontractors/subconsultants subsequently hired by Firm to perform work under Firm's contract with Onslow County.

5. Firm shall keep the County of Onslow informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____ day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

DRAFT CONTRACT DO NOT FILL OUT

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

BETWEEN

County of Onslow

AND

PROJECT: _____
DATE: _____

AGREEMENT FOR DESIGN CONSULTANT SERVICES

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AGREEMENT FOR

DESIGN CONSULTANT SERVICES

This Contract for Design Consultant Services is made, and entered into this the ___ day of _____, by and between the **COUNTY OF ONSLOW**, a political subdivision of the State of North Carolina, (hereinafter “**OWNER**”), and _____ (hereinafter “**DESIGNER OR DESIGN CONSULTANT**”), whose principal place of business is: _____.

For Professional Services in connection with the Project known as the _____

The Owner and the Design Consultant hereby agree as set forth below:

ARTICLE 1
DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Project. The Project shall be as described above.
- 1.2 Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under described in Article 7.
- 1.3 Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.
- 1.4 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.
- 1.5 Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.
- 1.6 Preliminary Programming. The Preliminary Programming or "Program" is the preliminary written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit A. The Design Consultant shall use the preliminary programming work of the Owner as a starting point for all final programming as part of the Design Consultant’s Basic Services. All final programming and space profiling is the expressed responsibility of the Design Consultant.
- 1.7 Management Plan. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy as described in Exhibit B.

- 1.8 Design Phase Change Order. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to the Program, Budget, Management Plan, or previously approved Design Phase documents.
- 1.9 Project Ordinance. An ordinance, as described in Exhibit C, approved by the Onslow County Board of Commissioners that authorizes the maximum appropriations necessary for the completion of the Onslow County _____ project. Unless amended by the Board of Commissioners, expenditures shall not exceed the ordained amount.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Design Consultant Services. The Design Consultant shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2 Owner Representative. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, required for Project.
- 2.4 Design Consultant Representative.
- 2.4.1 The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Design Consultant shall use an individual or firm with specific expertise in roofing for any projects containing any roofing work.

- The Design Consultant will also require regular inspections by roofing manufacturer and certification that roofing system was installed in accordance with installation guidelines.
- 2.4.2 The Design Consultant shall provide to the Owner a list of the proposed key project personnel of the Design Consultant and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Design Consultant's (or its consultants, if applicable) employ.
- 2.4.3 All agents and workers of the Design Consultant and its sub-consultants shall wear identification badges provided by the Design Consultant at all times they are on the Owner's property. The identification badge shall at a minimum display the company name and telephone number and the employee name.
- 2.4.4 The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5 Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

ARTICLE 3

BASIC SERVICES

- 3.1 Scope of Services. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter and shall include architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, information technology, and all other services customarily furnished by an architect/engineer and its consultants in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement. The Basic Services to be performed by the Design Consultant consist of professional tasks which have as their objective design, production of technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall be suitable for the Owner's purposes, be structurally sound, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved construction budget.
- 3.1.1 This Agreement describes the Design Consultant's Basic Services in seven phases. Each of these phases (Design Narrative, Schematic Design, Design Development, Construction Documents, Permitting and Bid/ Negotiation, Construction, and Final Completion of Design Services) may be divided to facilitate bidding or phased construction activities. The Owner shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at an additional negotiated compensation to the Design Consultant for any more than 2 bid packages (which packages are exclusive of individual material purchase orders, bid package alternates, typical single bids and rework by the Design Consultant of documents already completed).

- 3.1.2 The services described below are under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase. The Owner reserves the right to designate the phasing of segregated portions of the Work and to modify the Management Plan, within the terms and conditions of this Agreement.
- 3.1.3 At existing facilities where additions and/or renovations are to take place, the Design Consultant is to verify, by on-site analysis and inspection, the compatibility of all existing systems, including, but not limited to fire alarm, security, video surveillance, CATV, voice / data, telephone, intercom, mechanical and electrical. The Design Consultant shall report, in writing, to the Owner any compatibility issues and make appropriate written recommendations to the Owner.
- 3.1.4 The Design Consultant agrees to design an environmentally sound and safe facility, and address issues including, but not limited to, indoor air quality, day lighting, humidity control, mold issues and other environmental issues.
- 3.1.5 The Design Consultant shall use the preliminary programming work of the Owner as a starting point for all final programming as part of the Design Consultant's Basic Services. All final programming and space profiling is the expressed responsibility of the Design Consultant. The Design Consultant will measure the existing facility to verify the accuracy of existing drawings, should they exist.
- 3.2 Design Development Phase.
- 3.2.1 The Design Consultant shall examine and analyse available information provided by the Owner and shall advise and recommend as to additional information necessary to begin specific design work on the Project. The Design Consultant shall provide written acknowledgment of receipt of Design Guidelines matching the revision referenced in subparagraph 3.3.4 and the Educational Specifications.
- 3.2.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a Pre-Design Project Analysis on the dates specified in the Management Plan contained in Exhibit B or as may subsequently be approved. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Owner's Representative. The Design Consultant shall take and transcribe minutes of the sessions.
- 3.2.3 Upon conclusion of the Pre-Design Project Analysis and in accordance with the Management Plan, the Design Consultant shall prepare a report to the Owner (hereinafter referred to as the Design Narrative) which is the Design Consultant's interpretation of the Project requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; analysis of alternatives; internal functions; human, vehicle and material flow patterns; general space allocations; detailed analysis of operating functions; studies of adjacency, vertical and horizontal affinities; and outline descriptions of major building components and systems. Allow the Owner seven (7) working days for review.
- 3.2.4 Upon written authorization from the Owner to proceed, and based on the approved Design Narrative, the Construction Contract Award Price, hereinafter "CCAP", the approved Project Budget Ordinance (Exhibit C), Preliminary Programming, and the Management Plan (Exhibits A and B), the Design Consultant shall prepare Schematic Designs consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.

3.3 Schematic Design Phase.

- 3.3.1 The Design Consultant shall provide the Owner's Representative periodically with copies of Schematic Designs for the Owner's Representative's review during the Schematic Design Phase. At the end of the Schematic Design Phase the Design Consultant shall provide the Owner's Representative with four (4) full size complete sets of prints of the drawings and other documents for approval by the Owner.
- 3.3.2 The Design Consultant shall participate as requested in meetings with Owner's staff to review the project, receive the Owner's input and provide responses to input.
- 3.3.3 The Design Consultant shall prepare the necessary documents and make presentations as scheduled to the Board of Commissioners and/or its committees as determined by the Owner, and other agencies as required by Owner. Documents required for presentation shall be mounted and of appropriate color for site plans, floor plans and elevations.
- 3.3.4 Documents prepared by the Design Consultant for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall include the status of the work in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area and net to gross comparisons in a format defined by the Owner; such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Further, the report should include any minutes from meetings or telephone conferences with, or letters from review agencies with responses, and responses to all review comments from staff from previous reviews. The Design Consultant shall submit an estimate and breakdown of the Construction Contract(s) Award Price(s) (CCAP) no later than two (2) business days in advance of the scheduled Schematic Design review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP and the approved Project Ordinance (Exhibit C).
- 3.3.5 The Design Consultant shall submit a written statement indicating that local governing authorities are aware of the Project, and the necessary requirements of such agency will be met.
- 3.3.6 To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain at a minimum all of the following unless otherwise agreed in writing:
- 3.3.6.1 Architectural
- (i) Plans (at 1/8" scale) showing complete building layout, and identifying areas, room by room, showing square footage with comparisons to program standards, and core areas and their relationships.
 - (ii) Preliminary building section and elevations indicating location and size of fenestration.
 - (iii) Preliminary furniture layouts of critical spaces.
 - (vi) Site plan with building located and overall grading plan with a minimum of 5'- 0" contour lines. All major site development such as orientation, access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots should be shown.
 - (vii) Preliminary Building Code Summary.
- 3.3.6.2 Structural
- (i) Narrative of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).

- (ii) Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

3.3.6.3 Mechanical

- (i) Block heating, ventilating and cooling loads calculations including skin versus internal loading.
- (ii) Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
- (iii) Location of all major equipment in allocated spaces.
- (iv) Location of all service entrances.

3.3.6.4 Electrical

- (i) Lighting fixtures roughly scheduled showing types of fixtures to be used.
- (ii) Major electrical equipment roughly scheduled indicating size and capacity.
- (iii) Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, transformers and emergency generator, if required.
- (iv) Description of specialized electrical systems (fire alarm, intercom, voice/data, MATV).
- (v) Legend showing all symbols used on drawings.
- (vi) Projected energy use.

3.3.7 Schedule and conduct a Schematic Design review meeting with the Owner, issue minutes, and deliver all required submittals. Allow ten working days for Owner's review. Documents not complying with Subparagraph 3.3.7 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.3.8 Upon written notice from the Owner indicating acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order.

3.4 Design Development Phase.

3.4.1 The Design Consultant shall prepare from the approved Schematic Design, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

3.4.2 Design Development Documents prepared by the Design Consultant shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. The report shall include the status of the work in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area in a format defined by the Owner, such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, floors plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical. The Design Consultant shall submit an estimate and breakdown of the CCAP no later than two (2) business days in advance of the scheduled Design Development review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the Construction Project Ordinance (Capital Outlay – Building) as described in Exhibit C.

- 3.4.3 A statement from the Design Consultant with the final Design Development Phase submittal shall be included that verifies and acknowledges that all of the applicable design guidelines have been incorporated in the documents unless specifically noted in writing. The Design Consultant shall not incorporate asbestos-containing materials in the Project.
- 3.4.4 The Design Consultant shall submit the final Design Development package, meeting minutes, etc. to show how review comments made in Schematic Design have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.
- 3.4.5 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Design Development Documents during the Design Development Phase. At the end of the Design Development Phase the Design Consultant shall provide the Owner's Representative with four (4) full size complete sets of prints of the drawings and other documents for approval by the Owner. Return Owner's marked up set of Schematic Design Documents. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:
- 3.4.5.1 Architectural
- (i) Project phasing plan.
 - (ii) Building Code Summary Sheet.
 - (iii) Life safety plans showing all fire walls and egress calculations.
 - (iv) Floor plans (at 1/8" scale) with final room locations including all openings.
 - (v) Wall sections showing final dimensional relationships, materials and component relationships.
 - (vi) Identification of all fixed and loose equipment, furniture, and furnishings.
 - (vii) Room inventory data sheets showing locations of furniture and equipment for each typical room. Owner will provide lists of furniture and equipment and format to Design Consultant. Hard copies and digital formats (if desired) will be provided to the Design Consultant.
 - (viii) Finish schedule identifying all finishes.
 - (ix) Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.
 - (x) Virtually complete site plan including grading and drainage.
 - (xi) Preliminary development of details, including millwork details and large scale blow-ups.
 - (xii) Legend showing all symbols used on drawings.
 - (xiii) Outline of materials to be specified in the Construction Document phase.
 - (xiv) Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).
- 3.4.5.2 Structural
- (i) Plan drawings with all structural members located and sized.
 - (ii) Final building elevations.
 - (iii) Outline of materials to be specified in the Construction Document phase.
 - (iv) Foundation drawings.

3.4.5.3 Plumbing

- (i) Piping, fixtures and equipment substantially located and sized.

3.4.5.4 Mechanical

- (i) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- (ii) Major mechanical equipment scheduled indicating size and capacity.
- (iii) Ductwork and piping substantially located and sized.
- (iv) Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.
- (v) Devices in ceiling located.
- (vi) Legend showing all symbols used on drawings.
- (vii) Outline of materials to be specified in the Construction Document phase.
- (viii) Completed life cycle cost analysis.

3.4.5.5 Electrical

- (i) All power consuming equipment and load characteristics.
- (ii) Total electric load.
- (iii) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- (iv) Preliminary site lighting design coordinated with applicable power company.
- (v) Outline of materials to be specified in the Construction Document phase.
- (vi) Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
- (vii) Preliminary light fixture schedule.
- (viii) One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, MATV) showing location of control equipment/panels and devices.
- (ix) Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.

3.4.5.6 Fire Protection

- (i) Provide flow test information
- (ii) Provide narrative of proposed fire protection system.

3.4.6 Schedule and conduct a Design Development review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. Documents not complying with Subparagraph 3.4.5 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.5 Construction Documents Phase.

3.5.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. Design Consultant shall assist the Owner in the preparation of the Conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, and

Construction Proposal Forms and Agreement(s) which the Design Consultant shall incorporate into the Construction Documents.

- 3.5.2 Construction Documents shall be packaged as prescribed in the Management Plan and be completed in accordance with its schedule.
- 3.5.3 Detailed drawings shall cover all work included in the Project or designated portion thereof. It is the responsibility of the Design Consultant to assure that the Project Construction Documents require that no asbestos-containing materials are to be incorporated in the Project.
- 3.5.4 Single or multiple contracts shall be as stated in the Management Plan, and the detailed drawings for each contract shall be prepared by the Design Consultant with appropriate designation noted thereon.
- 3.5.5 Brand names may be used to specify a particular product to be bid as an alternate only in accordance with State law.
- 3.5.6 The Design Consultant shall update room data sheets to show furniture and equipment layouts as needed and requested by the Owner for each typical room. Owner will provide lists of furniture and equipment and format to the Design Consultant. When completed, final hard copies and digital information (if possible) will be provided by the Design Consultant to the Owner.
- 3.5.7 The Design Consultant shall provide a color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with the 100% Construction Documents.
- 3.5.8 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Construction Documents during this phase. Additionally, and in accordance with the Management Plan, the Design Consultant shall submit for approval by the Owner four (4) full size sets of preliminary Construction Documents at the stage of 60% completeness along-with a written report. Return Owner's marked up set of Design Development Documents. The report shall incorporate the status of the work in accordance with the Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant shall submit an estimate and breakdown of the CCAP no later than two (2) business days in advance of the scheduled 60% Construction Document review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP and the approved Project Ordinance (Exhibit C). The documents for this 60% Construction Document submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following unless otherwise agreed in writing:

3.5.8.1 General

- (i) Complete index of drawings
- (ii) Vicinity plan
- (iii) Building Code Summary
- (iv) Life safety plans
- (v) Energy data
- (vi) Accessibility summary
- (vii) U.L. details

3.5.8.2 Civil / Landscaping

- (i) Copy of the Site Survey
- (ii) Site plan satisfactory for site plan approval

- (iii) Site demolition plan
- (iv) Staking plan
- (v) Erosion control plan
- (vi) Grading plan
- (vii) Site utility plan
- (viii) Storm drainage plan, details and schedule
- (ix) Paving plans and details
- (x) Landscaping plans and details, plant schedule

3.5.8.3 Architectural

- (i) Demolition plans
- (ii) Critical sections and details identified and drawn
- (iii) Roof plan with all penetrations
- (iv) Kitchen layout and equipment schedule if applicable
- (v) Exterior elevations with control joints located
- (vi) Enlarged toilet room layout with all fixtures and dimensions
- (vii) Toilet room elevations
- (viii) Reflected ceiling plan with all fixtures located and ceiling height identified
- (ix) Bulkhead and lintel details
- (x) Finish plan and schedule
- (xi) Door and hardware schedule, elevations, and head and jamb details
- (xii) Masonry details
- (xiii) Roof details
- (xiv) Stair details
- (xv) Elevator sections and details, if applicable
- (xvi) Furniture layout
- (xvii) Casework elevations

3.5.8.4 Structural

- (i) Demolition plans
- (ii) Footing plans and details
- (iii) Reinforcing steel plans
- (iv) Structural steel plans

3.5.8.5 Plumbing

- (i) Demolition plan
- (ii) Fixture schedule
- (iii) Plumbing plans
- (iv) Enlarged toilet room plans

- (v) Riser diagrams for waste and vent, water, storm drainage, and gas
- (vi) Plumbing site plan
- (vii) Plumbing details

3.5.8.6 Mechanical

- (i) Demolition plan
- (ii) Ductwork and piping completely located and sized
- (iii) Complete equipment schedules
- (iv) Mechanical room enlarged plans and sections
- (v) Schematic control diagrams
- (vi) Mechanical details

3.5.8.7 Electrical

- (i) Demolition plan
- (ii) Fixture schedule
- (iii) Electrical site plan
- (iv) Power plan with panels located and identified
- (v) Lighting plan
- (vi) Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security
- (vii) Riser diagrams for all systems
- (viii) Panel schedule

3.5.8.8 Fire Protection

- (i) Demolition plan
- (ii) Fire protection plan with location of all hose and valve cabinets identified
- (iii) Preliminary fire protection design calculations

3.5.9 Schedule and conduct a 60% Construction Documents review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. Documents not complying with Subparagraph 3.5.8 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.5.10 After review and approval of the 60% Construction Documents and written notice to proceed to Final Construction Documents phase by the Owner, the Design Consultant shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.

3.5.11 The Design Consultant shall participate in such reviews and meetings as are necessary to ensure that the Project design conforms to all applicable codes and all requirements of responsible agencies

and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.

- 3.5.12 The Design Consultant shall submit all relevant applications for all required building permits within a reasonable time to ensure receipt of final comments in time to issue any required addenda to the Bidding Documents.
 - 3.5.13 At the completion of the construction documents phase, the Design Consultant shall submit to the Owner six (6) sets of 100% complete documents (four (4) sets to be full size and two (2) sets to be half size, and 4 sets of specifications) prepared by the Design Consultant for final Construction Documents Phase submittal which shall include the final working drawings and specifications. Return Owner's marked up set of 60% Construction Documents.
 - 3.5.14 A statement from the Design Consultant with the final Construction Document Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines and Educational Specifications have been incorporated in the documents unless specifically noted in writing.
 - 3.5.15 The Design Consultant shall submit with the final Construction Document package, meeting minutes, etc. to show how review comments made in Design Development have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Document submittal or not (with an explanation).
 - 3.5.16 Schedule and conduct a Final Construction Documents review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. The Design Consultant shall prepare or update the Owner's Property Accounting Drawings for the Project in a computerized format acceptable to the Owner. Digital files in .DWG or .DXF file format are acceptable.
- 3.6 Permitting and Bidding/Negotiation Phase.
- 3.6.1 After receiving written authorization from the Owner, the Design Consultant shall proceed with the Permitting and Bidding/Negotiation Phase. There may be more than one Permitting and Bidding/Negotiation Phase, depending upon the Management Plan.
 - 3.6.2 The Design Consultant shall receive, compile, and report all M/WBE/ HUB participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner.
 - 3.6.3 The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
 - 3.6.4 The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, unless otherwise agreed in writing.
 - 3.6.5 The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
 - 3.6.6 The Design Consultant will schedule and conduct Pre-Bid Conferences with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Prebid Conference, the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

- 3.6.7 The Design Consultant shall assist the Owner's Representative and the Owner in obtaining bids.
- 3.6.8 The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.6.9 Should first bidding or negotiation produce prices in excess of the approved Project Ordinance, the Design Consultant shall participate with the Owner's Representative in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved Project Ordinance price acceptable to the Owner. The Owner will assist in re-design decisions. All re-design must be approved by the Owner.
- 3.6.10 Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- 3.6.11 The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.
- 3.7 Construction Phase.
- 3.7.1 The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.7.2 The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.7.3 The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.7.4 The Design Consultant shall review and approve shop drawings, samples, and other submissions of Contractor(s) as well as the Work performed by the Contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. The Design Consultant shall prepare one final color board for the use of the Owner and one to be kept on the jobsite containing the Owner approved submittal samples. The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.
- 3.7.5 The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.7.6 The Design Consultant shall conduct pre-installation meetings of all trades as required by the Design Guidelines to review the installation procedures of the contractors prior to the placement of the work. These pre-installation meetings will be coordinated around construction progress meetings as possible, to accommodate the schedule of the Design Consultant and Owner.
- 3.7.7 The Owner's Representative will establish with the Design Consultant procedures to be followed for review and processing of all shop drawings, catalogue submissions, Project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 3.7.8 The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

- 3.7.9 The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of, and reasonably inferable from, the Contract Documents. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
- 3.7.10 Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.7.11 The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.7.12 The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- 3.7.13 The Design Consultant and its consultants (including, but not limited to, the civil, structural, roofing, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.7.14 Periodic visits of the Design Consultant shall be not less than once weekly. Each engineering discipline shall make periodic visits not less than once every two weeks, during the course of work applicable to its discipline. During critical work phases, each engineering discipline may be required to make periodic visits weekly, or as needed, at no additional cost to Owner. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Design Consultant to the Owner's Representative within three (3) working days of the visit.
- 3.7.15 The Design Consultant shall immediately notify the Contractor and Owner in writing if the Project falls more than 14 days behind schedule on any critical path activity. The Design Consultant shall immediately request a recovery plan from the Contractor and make appropriate written recommendation to the Owner.
- 3.7.16 The Design Consultant shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 3.7.14 within three (3) working days to the Owner's Representative in the form required by the Owner's Representative.
- 3.7.17 The Design Consultant shall hold construction progress meetings attended by the Owner's Representative and representatives of each Prime Contractor every two (2) weeks or more often as required by the project in critical phases. The Design Consultant shall render written minutes of

this meeting within three (3) working days to all participants in a format acceptable to the Owner's Representative.

- 3.7.18 Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.
- 3.7.19 If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.7.13, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.
- 3.7.20 The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.
- 3.7.21 The Design Consultant shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.
- 3.8 Final Completion of Design Services Phase.
- 3.8.1 When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative punch lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such punch lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a punch list on any portion of the Work.
- 3.8.2 The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.8.3 The Design Consultant shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
- 3.8.4 The Design Consultant and/or its consultants shall observe, review test data, and certify the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

- 3.8.5 The Design Consultant shall review and approve the Contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved copies to the Owner's Representative for use by the Owner. In addition, the Design Consultant shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
- 3.8.6 The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.8.7 The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.8.8 The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each of the prime contractors, as may be applicable.
- 3.8.9 Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the contract documents. The Design Consultant shall issue AIA/EJCDC Substantial Completion Certificates for each Contractor.
- 3.8.10 The Design Consultant shall prepare a set of reproducible sealed Mylar record drawings and digital files, in .DWG or .DXF format on CD ROM, showing significant changes in the Work made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project.
- 3.8.11 The Design Consultant will report the use of sub-consultants, their function, contract amount and MBE classification to the Owner at the conclusion of the Project. The Design Consultant shall receive, compile and report all W/MBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner.
- 3.8.12 Submit a new property accounting drawing for new buildings or a corrected drawing for renovation/addition projects.
- 3.8.13 Conduct and document the 12 month warranty inspection, approximately 50 weeks after the substantial completion date.
- 3.9 Design Consultant's Professional Responsibility and Standard of Care.
- 3.9.1 By execution of this Agreement, the Design Consultant 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 Design Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.

- 3.9.2 The Design Consultant 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 Design Consultant, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Owner shall not reduce or diminish the Design Consultant's responsibilities pursuant to this Agreement.
- 3.9.3 The Design Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Design Consultant will correct at no additional design cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant. The Design Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.
- 3.9.4 It is the responsibility of the Design Consultant to make certain that, at the time the Project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.
- 3.9.5 It shall be the responsibility of the Design Consultant throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Design Consultants of the training and background needed to perform the services required under this Agreement who practice in the Onslow County/Jacksonville City/Wilmington City/New Hanover County area or similar communities.
- 3.10 Project Requirements.
- 3.10.1 A component of the Project Construction Budget is the Construction Contract Award Price, herein referred to as "CCAP" and the approved Project Ordinance. The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner and Design Consultant. The Design Consultant shall prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor, acceptable to the Owner, will be within the CCAP and the Project Ordinance.
- 3.10.2 During all phases of the Project, the Design Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the CCAP and Project Ordinance (Exhibit C) and shall supply such data, information or estimates as the Owner may require to substantiate the Design Consultant's contention that the Project cost is within the Project Ordinance and CCAP.
- 3.10.3 With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner, the Design Consultant shall make the following statement in writing:
- "The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which (CCAP) will not exceed the amounts identified within the approved Project Budget Ordinance (Exhibit C). Further, in my/our professional opinion, the above mentioned documents submitted herewith have been prepared in accordance with the Design Consultant Services Agreement."
- With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and with his certification of the Final Payment to the contractor, the Design Consultant shall make the following statement in writing:

"No asbestos-containing building materials have been specified and to the best of my/our knowledge and belief none have been incorporated into this Project."

- 3.10.4 Incorporated herein and made a part of this Agreement by reference as Exhibit A is the Preliminary Programming which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Preliminary Programming shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner and Design Consultant.
 - 3.10.5 Incorporated herein and made a part of this Agreement by reference as Exhibit B is the Management Plan for the Project which defines the sequence and timing of the design and construction activities. The Management Plan is the schedule to be adhered to by the Design Consultant. No deviation from the Management Plan shall be allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner and Design Consultant. Should the Owner determine that the Design Consultant is behind schedule; the Design Consultant shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.
 - 3.10.6 Incorporated herein and made a part of this Agreement by reference are the Specifications, or the relevant portions thereof, which establish the space, furniture and equipment requirements for the Project. The Design Consultant shall comply with the requirements of the Educational Specifications in performing its services pursuant to this Agreement. The Design Consultant shall use the preliminary programming work of the Owner as a starting point for all final programming as part of the Design Consultant's Basic Services. All final programming and space profiling is the expressed responsibility of the Design Consultant.
- 3.11 Project Conferences.
- 3.11.1 Throughout all phases of the Project, the Design Consultant and its consultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner. As a minimum, regularly scheduled meetings which the Design Consultant will attend include:
 - 3.11.2 Design Consultant Orientation.
 - 3.11.3 Pre-design conferences every other week, or more often, as required by Owner.
 - 3.11.4 Pre-design Project Analysis Sessions, three days maximum, attendees as designated by the Owner.
 - 3.11.5 Design conferences on an every other week basis.
 - 3.11.6 Pre-bid conference for each bid package.
 - 3.11.7 Pre-construction conference for each bid package.
 - 3.11.8 Pre-installation meetings of all trades as required by Article 3.7.6.
 - 3.11.9 Construction progress meetings on an every other week basis for each bid package.
 - 3.11.10 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.
 - 3.11.11 The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.
 - 3.11.12 The Design Consultant shall be responsible for preparing accurate and complete minutes of all Project conferences and distributing same to all participants.

3.12 Serving As Witness.

3.12.1 The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.13 Construction Warranty.

3.13.1 The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

3.13.2 The Design Consultant and its consultants shall conduct an inspection of the Project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

**ARTICLE 4
COMPENSATION**

4.1 Basic Services Compensation.

4.1.1 The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.2 For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of _____ **which includes all reimbursable expenses to include cost of advertising for pre-qualification of contractors and bidding.**

4.1.3 For the purposes of Subparagraph 4.1.2, no amount is to be included within the scope of the CCAP for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.

4.1.4 For the purposes of Subparagraph 4.1.2, no labor and materials furnished by the Owner for the Project shall be included with the scope of the CCAP.

4.1.5 For the purposes of Subparagraph 4.1.2, should the Owner request additions to the Project which **would cause a change or changes in the scope of the Program of Requirements or previously approved designs or design criteria**, the CCAP shall be increased by the aggregate amount of such change(s) and the revised and adjusted CCAP shall be the figure used in determining the Design Consultant's fee.

4.1.6 In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.7 The Basic Services Compensation stated in Paragraph 4.1.2 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2 Payments to the Design Consultant. Payments on account of the Design Consultant shall be made as follows:

4.2.1 Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation. Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time

cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Narrative/Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	35%
Permitting and Bidding/Negotiation Phase	5%
Construction Phase	20%
Final Completion of Design Services Phase	5%

4.2.2 No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3 Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.2.4 Payments due the Design Consultant under the Agreement shall bear interest at the legal rate commencing thirty (30) days after the date the billing is received by the Owner.

4.2.5 Reimbursable Expenses are included in the Basic Services within Subparagraph 4.1.2

4.2.6 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Design Consultant shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than twelve months, the Design Consultant's Basic Services Compensation shall be equitably adjusted.

4.3 Additional Services Compensation.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.2 Principals' time at the fixed rate of One Hundred Fifty Dollars and No Cents (\$150.00) per hour.

4.3.3 Employees' time computed at a multiple of 2.5 times the employees' Direct Payroll Expense. Direct Payroll Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, but shall not exceed 1.26 times the base hourly wage of each employee.

4.3.4 Re-inspection and re-submittal review time that is billable to the Contractor shall be reimbursed to the Design Consultant at the rate of One Hundred Dollars and No Cents (100.00) per hour.

4.3.5 Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 Accounting Records.

- 4.4.1 Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.
- 4.4.2 At the request of the Owner or its authorized representative, the Design Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

ARTICLE 5

PERIOD OF SERVICE

- 5.1 Specific dates relating to the period of services are set forth in Exhibit B, Management Plan.
- 5.2 Unless earlier terminated as provided in Article 11 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (Paragraph 3.9); Construction Warranty (Paragraph 3.13); Professional Liability coverage (Article 9); Indemnification (Article 10); and Ownership of Documents/Confidential Information (Article 13) shall remain in effect after termination of the other provisions of the Agreement.
- 5.3 If the Project is delayed through no fault of the Design Consultant, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.
- 5.4 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Design Consultant and the Owner.
- 5.5 Time is of the essence in this Agreement.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement. All associated work will be coordinated by Design Consultant as part of the Basic Services.

- 6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Design Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.9 The Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Design Consultant shall be paid for these additional services by the Owner pursuant to Article 4.3 to the extent they exceed the obligations of the Design Consultant under this Agreement.
- 7.2 Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 7.3 Providing financial feasibility or other special studies, not included in Basic Services.
- 7.4 Providing planning surveys or alternative site evaluations.
- 7.5 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning and Master Planning for future work as indicated by the Preliminary Programming.
- 7.6 The services of an acoustician not covered in the Basic Services shall be considered additional services.
- 7.7 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.
- 7.8 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Design Consultant.
- 7.9 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Contractor(s) to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's Facility Management computer system.
- 7.10 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
- 7.11 Providing services of interior furnishings not included in the Basic Services.
- 7.12 Providing professional services made necessary by the default of a Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract which the Design Consultant could not reasonably have prevented through inspection, observation or intervention.

determination and any other consequential damages arising out of the failure of the Design Consultant or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Design Consultant is responsible as matter of law.

ARTICLE 10

INDEMNIFICATION

- 10.1 Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant 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.
- 10.2 Except as otherwise set forth in this Agreement, the Design Consultant 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, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Design Consultant or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Design Consultant and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Design Consultant a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Design Consultant 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.
- 11.2 Upon the appointment of a receiver for the Design Consultant, or if the Design Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Design Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design Consultant, the Owner may terminate this Agreement by giving three (3) days written notice to the Design Consultant unless the Design Consultant or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Design Consultant within the statutory time limits.
- 11.3 If the Design Consultant persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or

persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially 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 Design Consultant seven (7) days written notice, terminate this Agreement.

- 11.4 Upon termination of this Agreement by the Owner under Paragraph 11.2 and 11.3 the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design Consultant shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Design Consultant under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Design Consultant 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.
- 11.5 The Owner may, upon thirty (30) days written notice to the Design Consultant, 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 Design Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design Consultant'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 Design Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.6 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 Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

ARTICLE 12

SUCCESSORS/ASSIGNMENT

- 12.1 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 Design Consultant.
- 12.2 The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 13

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

- 13.1 In order for the Design Consultant to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Design Consultant confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. To the extent permitted by law, Design Consultant hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Design Consultant further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team Owner's confidential and proprietary information.

ARTICLE 14

ADDITIONAL PROVISIONS

- 14.1 The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 14.2 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute or other matter in question between the parties.
- 14.3 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design Consultant and Owner respectively.
- 14.4 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 14.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 14.6 This Agreement shall be governed by the laws of the State of North Carolina, U.S.A. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 14.7 E-Verify. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- 14.8 Iran Divestment Act. Contractor certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is each vendor's or contracto's responsibility to monitor its compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction
- 14.9 Divestment From Companies That Boycott Israel. The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 14.10 Good Standing with County. Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed by Contractor to County. Contractor covenants and agrees to remain current on any taxes, fees, or other debt owed by Contractor to County during the Term of this Contract
- 14.11 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.

- 14.12 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.13 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.
- 14.14 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 14.15 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.
- 14.16 This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

[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 and further acknowledges the execution of this agreement the day and year first written above.

This Agreement executed the day and year first written above.

OWNER: COUNTY OF ONSLOW

DESIGN CONSULTANT

By: _____
Chairman, Board of Commissioners

By: _____

Title: _____

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

Date: _____

Finance Officer

Exhibit A
Preliminary Programming

Exhibit B

Management Plan to be inserted here

Exhibit C

Approved Onslow County Construction Project Ordinance to be inserted here.