



**Request for Qualifications # 274-2024-CM-10**

**Title: Request for Qualifications for Designer Services for Fire Station No. 1, Fire Administration, and Back-up 911 Facility**

**Issue Date: 02/07/2024**

**Due Date: 03/15/2024 at 4:00 PM EST**

**Issuing Department: Engineering Services, Construction Management – PSSP Division**

**Direct all inquiries concerning this RFQ to:**

Elizabeth Nooe, Project Manager

E-mail: [elizabeth.nooe@raleighnc.gov](mailto:elizabeth.nooe@raleighnc.gov)

Phone: (919) 695-5475

## Table of Contents

<b>1.</b>	<b>Introduction .....</b>	<b>3</b>
1.1.	Purpose.....	3
1.2.	Background.....	4
1.3.	RFQ Timeline.....	4
1.4.	Registration & Pre-Submittal Conference .....	5
1.5.	Questions.....	5
1.6.	Submittal Requirements and Contact Information.....	6
1.7.	MWBE Participation Form.....	7
1.8.	Rights to Submitted Material .....	7
1.9.	Communications .....	7
1.10.	Lobbying .....	8
1.11.	Conflicts of Interest .....	8
1.12.	Proposer Expenses.....	9
1.13.	Proposer Acceptance.....	9
<b>2.</b>	<b>Qualifications Package.....</b>	<b>9</b>
2.1.	Request for Qualifications Required Document Format.....	9
2.2.	Hourly Rates .....	12
2.3.	Qualifications Package Documents.....	12
<b>3.</b>	<b>Proposal Evaluation .....</b>	<b>12</b>
3.1.	Evaluation Criteria.....	12
3.2.	Final Selection.....	13
3.3.	Notice to Proposers Regarding RFQ Terms & Conditions .....	13
3.4.	Contract Term.....	13
<b>4.</b>	<b>Scope of Services .....</b>	<b>14</b>
	<b>Appendix I – Hourly Rate Schedule .....</b>	<b>17</b>
	<b>Appendix II – Proposer Questionnaire .....</b>	<b>18</b>
	<b>Appendix III – Reference Questionnaire (Instructions) .....</b>	<b>19</b>
	<b>Appendix III – Reference Questionnaire Form .....</b>	<b>20</b>
	<b>Appendix IV – MWBE Participation Form .....</b>	<b>22</b>
	<b>Appendix V – Contract Standard Terms &amp; Conditions.....</b>	<b>23</b>
	<b>Appendix VI – Submittal Checklist.....</b>	<b>32</b>
	<b>Appendix VII – Scope of Standard Professional Services for CMAR Delivery .....</b>	<b>33</b>

# 1 INTRODUCTION

## 1.1 Purpose

The City of Raleigh is soliciting Requests for Qualifications from architectural and engineering firms with expertise in design and construction administration services for a new facility, to be located on a two-acre site located at the corner of Salisbury Street and Martin Luther King Boulevard, that will house Fire Station No. 1, Fire Administration Headquarters, and Back-up Emergency 911 Center. Services may include but are not limited to programming and conceptual design including architectural design, interior design, landscape architecture, urban design, plumbing, electrical and mechanical engineering, structural engineering, site and civil engineering, acoustical engineering, LEED commissioning, geotechnical engineering, controls engineering, sustainable design features, and land surveying. Preliminary internal programming yields a facility of approximately 50,000 SF and a budget of approximately \$70M.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

Site is highlighted in RED



A detailed scope of services for the project is provided in **Section 4 Scope of Services**.

## **1.2 Background**

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest-growing areas in the country. A great economy, top educational institutions, and exceptional healthcare facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse workforce, and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st-century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practices and cutting-edge conservation and stewardship, land use, infrastructure, and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improved quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st-century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Engineering Services Department is recognized as a leader in providing full-service, comprehensive engineering and facility operational service for the City. The department's vision focuses on innovative, efficient, and effective management and delivery of modern public infrastructure assets for the Raleigh community. This is accomplished through strategic planning, key partnerships, teamwork, and collaborative implementation leading to focused, measurable, and beneficial results and outcomes.

## **1.3 RFQ Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the project. All times shown are Eastern Time (ET):

RFQ Process		Date and time
RFQ Advertisement Date		<b>02/07/2024</b>
Mandatory Pre-Submittal Conference		<b>02/21/2024; starting at 1 pm, ending by 3 pm</b> <b>Halifax Community Center</b> <b>1023 Halifax Street</b> <b>Raleigh, NC 27604</b>

Deadline for written questions	<b>03/05/2024</b>
City Response to Questions (anticipated)	<b>03/07/2024</b>
Submittal Due Date and Time	<b>03/15/2024 at 4:00 pm EST</b>
Interview Notifications (anticipated)	Allow two-weeks post submittal. Firms selected for interviewing will be contacted by the Project Manager.
Interviews (anticipated, see Appendix VI)	Mid-April 2024
Selection Announcement (anticipated)	Estimated before May 2024

#### **1.4 Registration, Pre-Submittal Conference**

All Proposers are encouraged to establish intent to submit by e-mailing the Project Manager before the Pre-submittal Conference. The City will conduct a Pre-Submittal Conference for all prospective proposers February 21, 2024, at 2:00 PM at the Halifax Community Center. Address for community center is 1023 Halifax Street Raleigh, NC 27604. **Attendance by prospective proposers is mandatory.** Prospective Proposers are encouraged to prepare written questions in advance of the conference. Written questions will be accepted during the conference. During the question and answer session of the conference, written questions will be collected, addressed, and recorded. A formal addendum containing the proposer's questions and recorded responses will be prepared following the conference. A registry of attendees will be recorded. All documents from the pre-submittal conference will be posted to the North Carolina Electronic Vendor Portal (eVP) website. The location of the Pre-submittal Conference is listed above.

#### **1.5 Questions**

Requests for clarification and questions to this RFQ must be received by the City not later than the date shown above in Section 1.3 RFQ Timeline, after which time no future questions will be accepted. The firm's failure to request clarification and submit questions by the date in the RFQ Timeline above shall be considered to constitute the firm's acceptance of all the City's terms and conditions and requirements. Questions submitted via telephone will not be answered. Clarifications and questions must be written and/or submitted electronically to the applicable Project Manager listed below.

<b>Contact Name</b>	<b>Email Address</b>
Elizabeth Nooe, Project Manager	<a href="mailto:elizabeth.nooe@raleighnc.gov">elizabeth.nooe@raleighnc.gov</a>  Phone: (919) 695-5475

The City shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to the North Carolina Electronic Vendor Portal (eVP) website. No information, instruction, or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

***It is important that all Proposers submitting to this RFQ periodically check the North Carolina Electronic Vendor Portal (eVP) website for any Addenda. It is the Proposer's responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

Submit Clarifications and Questions to the Project Manager listed above in Section 1.1.

**1.6 Submittal Requirements**

Proposals must follow the format as defined in Section 2 Qualifications Package and be addressed and submitted as follows (Allow adequate time for USPS delivery):

<b><u>DELIVERED BY US POSTAL SERVICE MAIL:</u></b>	<b><u>DELIVERED BY OTHER SERVICES:</u></b>
Attn: Ms. Elizabeth Nooe  City of Raleigh  Engineering Services/Construction Management - PSSP Division  PO Box 590  Raleigh, NC 27602-0590 (Allow adequate time for US postal service delivery)	Attn: Ms. Elizabeth Nooe  City of Raleigh,  Engineering Services/Construction Management -PSSP Division  One Exchange Plaza 219 S. Fayetteville Street, Suite 801 Raleigh, NC 27602

**Proposal Packages Requirements:**

Submit all documents in a sealed envelope. Complete and enclose the checklist provided as Appendix VI to the submittal package with the name of the submitting company, the RFQ number, and the RFQ title.

- A. Paper Submittal: **Two (2)** signed hard copies of the proposer’s qualifications package including MWBE documentation, Appendices, and all other required documentation. Do not include Financial Statements and hourly rates within this submittal package. See the Confidential Submittal below for instructions.
- B. Electronic Submittal: **Two (2)** electronic versions, viewable and printable, portable document file formatted (PDF) files on separate flash drive storage devices. Do not

include Financial Statements and hourly rates within this electronic submittal. See the Confidential Submittal below for instructions.

- C. Confidential Submittal: **One (1)** hard copy and **One (1)** electronic version, viewable and printable Portable Document File format (PDF) flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate, sealed envelope, marked confidential.
- D. Refer to Appendix III – Reference Questionnaire Submittal requirements for submittal requirements.

**Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3 RFQ Timeline. Regardless of the delivery method, it is the responsibility of the Firm to ensure that its response arrives at the designated location specified in Section 1.6 by the due date and time specified in Section 1.3 RFQ Timeline. **Proposals received after the RFQ deadline above will not be considered for any reason whatsoever.**

### **1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority-owned business enterprises.

**Complete and submit the MWBE Participation Form (Appendix IV) with your qualification package.**

### **1.8 Rights to Submitted Material**

All qualification packages and supporting materials, as well as correspondences relating to this RFQ, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Qualifications will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. **Any proprietary data must be clearly marked.** In submitting qualifications, each submitting firm/company agrees that the City may reveal any trade secret materials contained in such submittal to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process. Qualification submittals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

### **1.9 Communications**

All communications of any nature regarding this RFQ with any City staff, elected City officials, or evaluation committee members are strictly forbidden from the time the solicitation is publicly

posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 Purpose, before the deadline provided in Section 1.3 RFQ Timeline. Violation of this provision may result in the firm's proposal being removed from consideration.

#### **1.10 Lobbying**

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFQ.

#### **1.11 Conflicts of Interest**

The City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting, N.C.G.S. § 14-234(a) states:

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

The City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the



uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

#### **1.12 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any firm in the development of a response to this Request for Qualifications or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Firm even if the awarding authority for each entity has formally accepted a recommendation.

#### **1.13 Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ. The City of Raleigh has the sole discretion and reserves the right to cancel this RFQ, and reject any and all proposals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal and to award the contract in whole or in part and/or negotiate any or all items with individual Firms if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed not in the best interest of the City of Raleigh.

## **2 QUALIFICATIONS PACKAGE**

### **2.1 Request for Qualifications Required Document Format**

Submittal responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs any substantial way from the required format.

Responses should be divided using tabs to separate each section and each project submission within the related section, listed sequentially as follows:

#### **Tab 1: Cover Letter**

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of the project. This letter should be presented on the firm's official letterhead, including a signature by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, address, telephone, and

email address of the individual who serves as the point of contact for this solicitation. The cover letter **must include the full Firm name as registered with the NC authorizing agency**, mailing address(es), website address, telephone number(s), and licensure number(s). Include a numerical listing for each issued addendum and acknowledge receipt of each addendum.

**Tab 2: Corporate Background and Experience**

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five to seven (5 to 7) years, accompanied by at least one (1) owner reference and one general contractor reference. The contact references should include the full name of the person, firm, telephone number, and email address. Include the total amount invoiced for each listed project, the length of the project, and a list of personnel involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal.

The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

In addition, see Appendix III and provide three (3) reference questionnaires in accordance with the requirements.

**Tab 3: Financial Information (PROVIDE AS A SEPARATE SUBMITTAL)**

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement), and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFQ).  
OR
2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net

worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability  
OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that **each page of the financial disclosure** is marked as follows: **"CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."**

**"Recent"** shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFQ.

**Consolidated financial statements** of the Proposer's parent or related corporation/business entity will not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating of the firm.

**Tab 4: Project Understanding, Approach, and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**Tab 5: Firm Team Members, Experience and Certifications/Qualifications**

This section must include the proposed staffing, deployment, and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. For sub-consultants, the primary staff members participating in the project should be identified. A project-specific firm chart that clearly illustrates the roles, responsibilities, and reporting relationships of each team member should be included.

**Tab 6: Any project where there were legal and/or technical problems encountered and the final resolution(s).**

Please include a brief narrative of projects in which your firm and sub-consultants have been involved in the last five (5) years which have experienced legal or technical problems. The narrative should briefly describe the problem, describe the final solutions or outcomes, and describe how your firm was involved in the outcomes.

Litigation/Claims: Please include responses to the below items. If yes to any of the questions below, list the project(s), dollar value, contact information for the owner and provide a full explanation with relevant documentation for projects for which work has been performed during the last five years.

- a. Has your company ever failed to complete work contracted to it? \_\_\_Yes \_\_\_No
- b. Has your company filed any claims, or had any claims filed against it, within the last five years? \_\_\_Yes \_\_\_No
- c. Has your company been involved in any suits, mediation, or arbitration with Local Governments within the last five years? \_\_\_Yes \_\_\_No
- d. Has your company been involved in any suits or arbitration with other agencies, individuals, or organizations within the last five years? \_\_\_Yes \_\_\_No

**2.2 Hourly Rates**

This solicitation is being issued in accordance with NCGS 143-64.31, otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful contractor. The Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be submitted as confidential with the financial statement package and in accordance with Section 1.6.

**2.3 Qualifications Package Documents**

This RFQ is comprised of the base RFQ document, any attachments, appendices, and any addenda released before the Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

**3 PROPOSAL EVALUATION**

**3.1 Evaluation Criteria**

This is not a bid. There will not be a public opening. Proposals will be evaluated for responsiveness and the criteria to follow.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	20		

Firm Financial Stability	5		
Project Understanding	20		
Project Approach	20		
Team Firm, Experience, and Qualifications	30		
Legal Issues and/or Technical Problems	5		
<b>Final Score</b>			

### **Score Points**

- |  |                         |
|--|-------------------------|
| 0 - Missing or Does Not Meet Expectation | 2 - Meets Expectation   |
| 1 - Partially Meets Expectation          | 3 - Exceeds Expectation |

### **3.2 Final Selection**

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point contract negotiations will begin with the most qualified firm. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ, including the firm's fee proposal, and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded firm to perform as represented may result in contract cancellation.

### **3.3 Notice to Submitting Firms Regarding RFQ Terms and Conditions**

It shall be the submitting firm's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and to comply with all requirements and specifications provided herein. Offerors are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFQ.

### **3.4 Contract Term**

The Contract shall be for the duration of the project including post construction warranty. At the end of the Contract's initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions. The City will give the contracted firm written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

## **4 SCOPE OF SERVICES**

The awarded firm shall provide services, all as set forth in this RFQ and more particularly described in this Section 4. The scope of services described below is not comprehensive and additional services may be required. The selected firm will receive additional information about the project from which to further define the scope of work to be included in their proposal.

The project phases will include programming, pre-design and budget development, design development phases, permitting, Construction Manager at Risk (CMAR) construction delivery method, construction administration, and one-year warranty administration. Proposers must prove the capability to provide the necessary experience, technical and administrative skills, and workforce capacity for directing and managing a multi-disciplinary team approach to project delivery.

Design services for the new facility shall meet the operational and programming needs and shall be designed to maximize utilization of the site. Because this facility will house three distinctly separate units, the design team shall identify opportunities for efficiency to possibly reduce the building's footprint, including shared spaces and hot bunking), and ensure secure areas for each unit.

The identified building programming and operational needs minimally include:

Fire Station No. 1 (+/- 28,000 SF)

- Three-company Battalion
- Five bays
- Hot, warm, and green zones
- Individual shower rooms
- EMT conference/study room
- Kitchen/Breakroom
- Sleeping quarters

Back-up Emergency 911 Center (+/- 10,000 SF)

- Communications Hub
- Conference Room
- Open Workspace for 35 operators and 5 administrative staff
- Kitchen/Breakroom

Fire Administration Headquarters (+/- 12,000 SF)

- Office accommodations for 50 staff including 10 private offices
- Kitchen/Breakroom
- Conference rooms
- Reception/waiting area

Building and site programming assumptions:

- 50,000 SF exclusive of shared space opportunities
- Incorporation of green stormwater infrastructure
- LEED silver standards
- Rail Corridor coordination/communication
- Station Signalization

The selected consultant team may be provided with a preliminary space needs program and other pertinent information the City has in its possession. The provided information will be confirmed in the programming phase.

Expected services throughout the designer's contract will include but not be limited to the following:

#### Programming, Evaluation, and Conceptual Design:

- a. Meet with City staff, along with Raleigh Fire Department (RFD), associated with the oversight and operation of RFD.
- b. Programming and Concept Design, but not limited to, detailed space needs study and project construction cost involving determination and validation of building and user requirements, floor plate layouts, total building area, and adjacencies for effective and efficient delivery of programs and services.
- c. Building construction shall be in accordance with City policies regarding LEED certification. For new construction, the design shall incorporate features that qualify for minimum LEED Silver requirements. The concept phase includes developing and conducting a sustainability/LEED goals workshop.
- d. Project updates including support/providing content for any City-sponsored internal and external websites or other update platforms.
- e. Building and site security conceptual plans.
- f. Value management/engineering efforts as necessary to meet the project budget.
- g. Project development life-cycle cost estimating and project scope/budget reconciliation.

#### Architectural Design Services:

- a. Prepare signed and sealed contract documents suitable for permitting, bidding and construction, based on the approved Conceptual Design, to include supporting engineering calculations and reports suitable for obtaining construction permits for site and building construction.
- b. Site design, grading, drainage, erosion, and sediment control plan
- c. Site utility plans
- d. Landscape and planting plan
- e. Code summary
- f. Structural details
- g. Technical specifications for civil, architectural, and structural work
- h. Review and application of local, state, and federal codes
- i. Mechanical, electrical, and plumbing design
- j. Integrated systems design
- k. Security design
- l. Filing and storage system design
- m. Furniture, fixtures and equipment
- n. All governance submittals, approvals, and permits
- o. Technical specifications
- p. LEED documentation
- q. Constructability reviews
- r. Identification of delegated design systems
- s. 100% plans and specifications suitable for bidding and construction
- t. Coordinate with end-users and Owner consultants.

#### Bidding Services coordinated with CMAR delivery:

- a. Assemble and issue complete drawings and specifications, including but not limited to, equipment and materials, civil, mechanical, electrical, and architectural disciplines.
- b. Coordinate to Identify and include bid alternates.
- c. Issue plans for bid.
- d. Coordinate with City for advertisement of bid on eVP.

- e. Conduct pre-bid meeting.
- f. Receive RFI's, prepare and assist in issuance of any addenda.
- g. Review the bids, and provide certified bid tabulation and recommendation of award letter.
- h. Participate in value engineering if required.
- i. Assist in the preparation of the NTP to contractors on behalf of the Owner.

Construction Administration:

- a. Lead in obtaining building permits and coordination of utility service connections/upgrades.
- b. Coordinate and conduct pre-construction meetings with successful contractors at the project site. This meeting will set the parameters for the construction phase process and the expectations for all aspects of the work.
- c. Review project scope, schedule, and phasing milestones.
- d. Review project administration procedures, requirements, and responsibilities.
- e. Coordinate with the Owner's 3rd party consultants.
- f. Processing and expediting of RFIs, shop drawings and submittals, contract modifications, pay applications, change orders, etc.
- g. Management, coordination, and communication of all construction activities with the Owner.
- h. Oversee construction close-out procedures and warranty issues.

See Appendix VII, for additional information on contractual requirements.



## **APPENDIX I**

### **HOURLY RATE SCHEDULE**

Awarded firm shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 4 Scope of Services utilizing the following hourly rate schedule below.

The Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be submitted as confidential with the financial statement package and in accordance with Section 1.6.

<b>Position Title</b>	<b>Hourly Rate</b>

---

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title of Signer: \_\_\_\_\_

## **APPENDIX II PROPOSER QUESTIONNAIRE**

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

**APPENDIX III**  
**REFERENCE QUESTIONNAIRE**  
**(Instructions)**

The City of Raleigh, as a part of the RFQ, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify its references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

## **APPENDIX III**

### **REFERENCE QUESTIONNAIRE FORM**

**RFQ Title: Request for Qualifications for Designer Services for Fire Station No. 1, Fire Administration, and Back-up 911 Facility**

\_\_\_\_\_  
**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Alondra Roata**, via email to [Alondra.Roata@raleighnc.gov](mailto:Alondra.Roata@raleighnc.gov) **before the submittal deadline** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Questions:**

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What is your level of satisfaction with hard-copy materials, e.g., reports, logs, etc. produced by the company?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

---

---

---

---

5. How would you rate the dynamics/interaction between the company and your staff?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

---

---

---

---

6. Who were the company's principal representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?  
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

---

---

---

---

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

---

---

---

---

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

---

---

---

---

9. Would you recommend this company's services to your organization again?

Comments:

---

---

---

## APPENDIX IV

### MWBE PARTICIPATION FORM

#### IDENTIFICATION OF MWBE PARTICIPATION FOR PROFESSIONAL SERVICES

The Identification of MWBE Participation Form captures information regarding MWBE participation in the providing professional services as defined by NCGS §143-64.31. *et seq.* MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

<b>COMPANY NAME</b>			
<b>PROJECT NAME</b>		<b>CITY DEPARTMENT</b>	
<b>PROJECT NUMBER</b>		<b>RFQ SUBMITTAL DATE</b>	

#### Section 1: PROFESSIONAL SERVICES PROVIDED – PRIMARY CONTRACTOR

☐ **CONTRACT IS FOR PROFESSIONAL SERVICES.** Please complete the following:

<b>COMPANY NAME</b>			
<b>PROFESSIONAL SERVICES PROVIDED</b>	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
<input type="checkbox"/> <b>PRIMARY CONTRACTOR IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>RESIDENT FIRM</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

#### Section 2: PROFESSIONAL SERVICE PROVIDER – MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

<b>COMPANY NAME</b>			
<b>PROFESSIONAL SERVICES PROVIDED</b>	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
<b>MWBE CLASSIFICATION</b>		<b>RESIDENT FIRM</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

<b>COMPANY NAME</b>			
<b>PROFESSIONAL SERVICES PROVIDED</b>	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
<b>MWBE CLASSIFICATION</b>		<b>RESIDENT FIRM</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

<b>COMPANY NAME</b>			
<b>PROFESSIONAL SERVICES PROVIDED</b>	<input type="checkbox"/> Architectural <input type="checkbox"/> Engineering <input type="checkbox"/> Public-Private Partnership Construction	<input type="checkbox"/> Design- Build <input type="checkbox"/> Surveying <input type="checkbox"/> Construction Management at Risk	
<b>MWBE CLASSIFICATION</b>		<b>RESIDENT FIRM</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantage (D)

## **APPENDIX V**

### **CONTRACT STANDARD TERMS AND CONDITIONS**

***(The contract terms provided herein are non-negotiable and shall become a part of any contract issued as a result of this solicitation.)***

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to [project\\_manager@raleighnc.gov](mailto:project_manager@raleighnc.gov) or mail to the City of Raleigh, Construction Management Division, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Standard of Care**

Engineer shall perform for or furnish to City professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as City's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

3. **Opinions of Probable Construction Cost**

Engineer's Opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the City wishes greater assurance as to probable Construction Cost, City may employ an independent cost estimator.

4. **Notices**

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh  
Attn: Project Manager

Engineer

Telephone: (919) 996-5578  
P.O. Box 590  
Raleigh, NC 27602

5. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

6. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprise.

7. Assignment

Neither the City nor the Engineer will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the City and the Engineer, except such other rights as may be specifically called for herein.

8. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

9. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.



Commercial General Liability – Combined single limit of no less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read: "City of Raleigh is named additional insured as their interest may appear".

Certificate of Insurance – Contractor agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer.

If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

10. Indemnity

- A. To the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer's agents, or the Engineer's employees.
- B. In matters other than those covered by subsection A. above, and to the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- D. Only to the extent provided pursuant to a policy of insurance, the Engineer shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Engineer or its Derivative Parties is a proximate cause of such claims.
- E. The Engineer's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- F. Definitions:
  - i. For the purposes of this section, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
  - ii. For the purposes of this section, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
  - iii. For the purposes of this section, the term "Derivative Parties" shall mean any of the Engineer's subcontractors, agents, employees, or other persons

or entities for which the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

11. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The City acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Engineer's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Engineer's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

12. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

13. Advertising

The Engineer shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

14. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration

Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

15. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Engineer for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

16. Laws/Safety Standards

The Engineer shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Engineer must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Engineer shall comply with all applicable occupational health and safety and environmental rules and regulations.

Engineer shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

17. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Engineer understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

18. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

19. Right of Audit and Examination of Records

a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate

to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

20. E – Verify

Contractor shall comply with E-Verify, 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

21. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

22. Companies Boycotting Israel Divestment Act Certification  
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.

End of Contract Standard Terms and Conditions

## **APPENDIX VI**

### **Submittal Checklist**

Firm name: \_\_\_\_\_

RFQ Title: **Request for Qualifications for Designer Services for Fire Station No. 1, Fire Administration, and Back-up 911 Facility**

RFQ Number: **274-2024-CM-10**

☐ **Paper Submittal: Two (2)** signed hard copies of the proposer's qualifications package including MWBE documentation, Appendices, and all other required documentation. Do not include Financial Statements and hourly rates within this submittal package. See the Confidential Submittal below for instructions.

☐ **Electronic Submittal: Two (2)** electronic versions, viewable and printable, Portable Document File formatted (PDF) files on separate flash drive storage devices. Do not include Financial Statements and hourly rates within this electronic submittal. See the Confidential Submittal below for instructions.

☐ **Confidential Submittal: One (1)** hard copy and **One (1)** electronic version, viewable and printable Portable Document File format (PDF) flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate, sealed envelope, marked confidential.

☐ Reference Questionnaire Electronic Submittal requirements- Refer to Appendix III

Anticipated Firm Interview Dates (check the dates of your firm's availability)

☐ 04/17 – 10:00 am to 5:00 pm

☐ 04/19 – 10:00 am to 4:00 pm



## **APPENDIX VII**

### **Scope of Standard Professional Services for CMAR delivery**

#### **1. Description of Project and Consultant Scope of Services**

The recitals above are incorporated herein as if fully set forth, and all capitalized terms that are used herein but not defined shall have the meaning given to such terms as set forth hereto and incorporated herein by reference.

The City's current sustainability standard is for new buildings exceeding 10,000 SF to be designed and constructed to meet LEED Silver standards. This facility will be designed and constructed to meet these criteria. Additional sustainability design features should be explored during the design of the project. At a minimum, GSI opportunities and electric vehicle charging stations shall be prioritized goals as sustainability goals.

The Consultant will serve as the City's professional technical representative in those tasks of the Project to which this Contract applies and will give consultation and advice to the City during the performance of the Consultant's services.

The Consultant now has or will secure at its expense, including sub-consultants, all personnel, and facilities required to perform the services to be rendered under this Contract. Such personnel are not employees of, nor have they any direct contractual relationship with the City.

The Consultant is authorized to engage sub-consultants listed in its response to the City's RFQ. No subcontract work is authorized for which the City will incur any costs beyond those agreed upon and set forth in Section 5.

#### **1.1 General**

a. The Consultant's services include usual and customary architectural, engineering, structural, mechanical, plumbing, electrical, vertical transportation, code consulting, estimating, geotechnical, site/civil, traffic, audio/visual, information technology, security, traffic, and other Consulting services described herein (hereinafter referred to as "Consultant's Services").

b. The Consultant shall manage the Consultant's services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the City.

The Consultant shall coordinate its services with those services provided by the City and the City's other consultants, including the CMAR. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission, or inconsistency in such services or information. The Consultant shall submit to the City's Project Manager for the City's approval a schedule for the performance of the Consultant's services (hereinafter referred to as the "Project Schedule") within 15 calendar days after issuance of the notice to proceed. The Project Schedule shall initially include anticipated dates for the demolition of the structures identified to be demolished as shown in the bid packages, commencement of construction, including delivery of any early packages, and for substantial completion of the Project. The Project Schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over

the Project. Once approved by the City, time limits established by the Project Schedule shall not, except for reasonable cause, be exceeded by the Consultant. With the City's approval, the Consultant shall adjust the Project Schedule, if necessary, as the Project proceeds until the commencement of construction. The Consultant shall submit the Project Schedule using e-Builder to identify activities and durations, design phases and projected design phases, milestones, anticipated construction delivery dates, and other information. A non-password-protected electronic version of the schedule shall be provided to the City and CMAR. Updates to this Project Schedule will be required monthly to coincide with Consultant payment applications or as the design progresses.

c. Reserved.

d. The Consultant shall, at appropriate times during the design effort, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project to review the submission process and fee schedule. In designing the Project, the Consultant shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. For purposes of generating schematic design documents, interim and final design documents, and ultimately Construction Documents for the Project and with the City's assistance, the Consultant shall (i) manage the permit process for the approval of governmental authorities having jurisdiction over the Project, which shall include the Consultant applying for any and all such required permits, approvals or encroachments for the construction of the Project; (ii) design utility connections for the Project; and (iii) incorporate into the Project design and Construction Documents other off-site improvements as may be identified during the various design phases which are required for Project construction.

e. The Consultant shall participate with the City and other firms that may be engaged by the City in performing design and constructability reviews throughout the Design Development and Construction Documents Phases and provide design revisions as may be recommended and approved by the City to meet the Project Budget.

## **1.2 Project Budget and Fixed Limit of Project Cost**

a. The total proposed Consultant fee cost, as indicated in this Contract, is derived from a specific appropriation of funds specifically provided for the particular Project described to establish the Project Budget. Accordingly, it shall be a condition of this Contract that the Consultant shall conform its plans to a design, the construction cost of which, together with the addition of design fees and other soft costs and contingencies, shall not exceed the Project Budget established as set forth in this Contract. The Project Budget and Fixed Limit of Project Cost shall have the same meaning.

b. After the Project Budget and Fixed Limit of Project Cost are established by the City, any modification of the Project Budget, either upward or downward, requires the written approval of the City. The total Project Budget and Fixed Limit of Project Cost are the primary control criteria and project limitation; the scope of the Project is secondary to the total Project Budget. The Project Budget will be established and fixed by the City during the development of the Project plans and the Consultant shall be notified in writing by the City.

c. In the event that during the development of the Project plan deliverable, the Consultant's Project Estimates, which shall include design fees and other soft costs, exceed the Project Budget limitations set forth in this Contract or the event that after receipt of bids, the sum of the lowest responsible, responsive bids for the entire Project and the design fees and other soft costs exceeds the Project Budget set in this Contract, then the City shall have the right to require the Consultant, without any additional cost to the City, to modify the plans and specifications or redesign the Project as may be necessary to bring the construction cost plus design fees and other soft costs within the Project Budget and Fixed Limit of Project Cost set forth in this Contract.

d. If the Project Construction Estimates plus design fees and other soft costs, or the sum total of lowest bona fide bids plus design fees and other soft costs, exceeds the limitation of the Project Budget and Fixed Limit of Project Cost set forth in this Contract, and given this excess of cost the City elects to and does affect arrangements for additional financing sufficient to permit the Project to proceed at a Project Budget and Fixed Limit of Project Cost in excess of that originally contemplated by this Contract, the City reserves the right and may elect to modify the Project Budget and Fixed Limit of Project Cost.

e. As part of the services authorized by this Contract, the Consultant will meet with the City and the CMAR or other designated firms during the various phases of work to resolve discrepancies and reconcile differences that may occur between the Consultant's Project Estimates and the City's independent estimate, if the City elects to obtain an independent estimate, or the CMAR's Project Estimates if such services are provided as part of the contract between the City and the CMAR. The Consultant shall work with the City and/or CMAR or other designated firms to reconcile the estimates and generate budget line items that are acceptable to the City and that are within the City's approved Project Budget at the time the reconciliation of estimates is completed.

f. The Consultant shall prepare and provide to the City, and other firms if so directed by the City, deliverables for review that tabulate the reconciled cost estimate, in a format acceptable to the City. The reconciled cost estimates shall include estimates of the City's soft cost categories as directed by the City using quantity take-offs of major components and unit costs. Overhead, profit, taxes, construction contingency, etc. shall be included as appropriate for all bid items including alternates and allowances for each separate contract or bid package. Adjustments to the program or scope as necessary to meet budget restrictions limits prior to bidding shall be reflected in revised estimates as directed by the City.

g. The Design Phases shall not be complete until the reconciled Project Estimates, which shall include design fees and other soft costs, have been prepared and submitted. If the reconciled cost estimate of the Consultant and the City's independent estimator or the CMAR, prepared during the Construction Documents Phase of the Project, would cause the cost of the Project to exceed the City's then-current approved Project Budget, the Consultant is obligated to modify the design to the City's satisfaction until the Project is brought within the City's approved Project Budget. This reconciliation of estimates shall conform with the budgeting efforts of the prior phases, or, if the funds potentially available are deemed inadequate by the City for the Project as proposed, the Consultant will revise the construction documents, recommend a new budget, and identify specific scope and program changes/variations and costs related thereto for each item. Various design alternatives, scope of work alternatives, revisions in program elements, or space requirements as needed to achieve the desired approved Project Budget will be developed and provided by the Consultant at no additional cost to the City. Consultant shall cooperate with other designated firms that may be engaged by the City to reconcile budget constraints with final program elements as directed by the City.

### **1.3 Permit Coordination Plan (for all Project Phases)**

a. The Consultant shall identify required permits early in the design analysis and submit all pertinent permit information that affects the design. Any changes in the permit information or requirements are to be addressed with each design submission to ensure all work facets have been coordinated. The Consultant shall provide support to the CMAR in connection with the CMAR obtaining permits for the on-site new construction of the Project. Generally, to the extent the CMAR is responsible for obtaining permits, the Consultant shall provide administration of construction related permitted and assist the CMAR in obtaining any other permits necessary to bid and construct the Project.

b. To avoid wasted time, cost, and effort, the Consultant shall research and catalog for the City all governmental and regulatory agency approvals and zoning ordinances required for the Project, including a summary of key requirements of governing codes and regulations, and shall contact permitting agencies

early in the design process. Without diminishing the Consultant's obligation to produce a work product that complies with applicable legal and regulatory requirements, the Consultant shall endeavor to verify that the Project is in full compliance with the requirements of all Federal, State, and Local clean air, clean water, water rights, stormwater, resource recovery, endangered species, historic structures, hazardous and solid waste disposal standards, and other applicable regulations. All applicable standards and criteria shall be obtained and reviewed by the Consultant.

c. The Consultant shall identify in the design analysis and submittal process information that will be required, including but not limited to, the following:

- The permitting authorities, submittal and review processes, and associated construction/operating permits or encroachments required.
- Time required by the permitting agencies to process the applications.
- Fee schedules, including filing/application/certifications/testing fees.
- Monitoring and compliance testing requirements.
- Summary of agency regulations governing applications, exemptions, variances, etc.

d. In accordance with Section 1.1.f above, the Consultant shall obtain all required application forms, complete all technical sections, and submit them to the City or CMAR for signatures, then apply for any necessary permits or encroachments. The Consultant shall prepare all supporting material required for the applications, including emission surveys, diagrams, pollutant load calculations, etc., and shall apply for the permits or encroachments on behalf of the City. The Consultant shall provide copies of the completed forms to the City. The City will reimburse the Consultant for any fees that are required to be paid by the Consultant for any required regulatory review. Any permits that are required to be submitted by the City shall be so noted by the Consultant and such applications shall be promptly completed by the Consultant and forwarded to the City for submission.

e. The Consultant shall notify the City of any major discrepancies existing between the Consultant design criteria provided and the pollution abatement criteria.

f. Copies of all correspondence from permitting agencies, which either detail permit requirements or indicate that no permits are necessary, shall be furnished to the City by the Consultant.

g. The final contract document submission shall include all necessary information and application forms to facilitate the timely completion of all permitting agency applications and reviews prior to the scheduled construction start.

h. Should information subsequently be determined to be incomplete by the permitting agencies, the Consultant shall promptly address the deficiencies and furnish the information to the City and permitting agency(s).

i. The Consultant will provide as part of Basic Services all prints, calculations, specifications, and reports that are required by government agencies and code enforcement officials, utilizing information provided by the City in accordance with this Contract, plus additional materials developed by the Consultant as required. The Consultant shall meet and confer with the North Carolina Department of Insurance, the North Carolina Department of Labor, the North Carolina Department of Natural and Cultural Resources, the North Carolina Department of Environmental Quality, the state fire marshal, local fire authorities, local building officials, local planning officials, other pertinent governmental authorities, and all associated utility companies to determine their requirements and to help identify all costs associated with this work. The Consultant shall secure their preliminary approval and shall notify the City and the CMAR of actions that they must take in order to secure final approvals and agreements for the Project.

In accordance with Section 1.1. a and f above, the Consultant shall take the lead role in applying for the construction permits. The Consultant shall complete the task(s) as necessary in obtaining required permits prior to construction and shall modify plans as necessary to reflect field conditions for permit revisions during construction. The Consultant shall also attend any required meetings with the CMAR and regulatory authorities during construction to help address any field revisions that may be required.

#### **1.4 General Responsibilities of the Consultant**

a. Reporting/Coordination. Consultant shall provide progress reports in a format acceptable to the City at intervals requested by the City or otherwise established in this Contract, and any amendment thereto. At any time, upon request, the City shall be entitled to information regarding the status of the Project. The consultant is responsible for coordinating its work with the City in such a manner as to meet Project deadlines. Agendas and minutes of meetings chaired by the Consultant shall be provided for in accordance with Section 1, Description of Project, and Consultant Scope of Services.

b. Sub-consultants. The Consultant agrees to contract with sub-consultants for specialized portions of the work as may be approved by the City. Each such sub-consultant shall be required to comply with the conditions of this Contract to the same extent as the Consultant unless otherwise specified. Information that the Consultant shall provide to the City about the Consultant's sub-consultants shall include:

- i. complete name and address of the sub-consultant,
- ii. an anticipated amount or percentage of work the sub-consultant will be performing,
- iii. type of specialty design or services the sub-consultant will be performing, including any responsibilities for delegated designs,
- iv. location of sub-consultant office, support staff and expertise, contact information and evidence of Project experience and certifications,
- v. verification of appropriate insurance coverages as required by this Contract.

c. Appropriate breakdown information for sub-consultants shall also be included on each payment request forwarded to the City by the Consultant.

d. Delays/Extensions. If delays to the completion date for the Project or for tasks within the Project that have individual deadlines result from circumstances that could not reasonably be foreseen by the Consultant and which are beyond the reasonable control of the Consultant, one or more extensions of time may be granted to the Consultant, upon written request documenting the reasons for the request. The City, in its discretion, which shall be reasonably exercised, may grant such request if such request falls within the parameters set forth herein.

e. Responsibility for Services Performed. Consultant shall maintain an adequate professional staff to render all services described in this Contract to the City. Consultant may use sub-consultants to provide services only if such sub-consultants and the services to be performed are identified in this Contract, and any amendment(s) thereto. Otherwise, all services described in this Contract, and any amendment(s), shall be rendered by Consultant's employees. Consultant is responsible for the professional quality, technical accuracy, and timely completion and submission of all services performed under this Contract, and for the performance and payment of all sub-consultants.

f. Certifications/Endorsements. All final plans, documents, reports, studies, calculations, and other data or materials prepared by the Consultant will bear the endorsement of an authorized person employed by the Consultant or its approved sub-consultants.

g. Project Coordination and Reporting. For all phases of work for which engaged or requested, the Consultant, as requested by the City, will schedule and/or attend weekly, bimonthly, or other scheduled

critical Project meetings, provide any notes regarding critical Project documentation for meeting minutes, provide requested summary reports of critical photo documentation, work progression, and other information to fully report and document the work performed by the Consultant.

h. Conferences, Presentations, Reports, and Awards. The Consultant shall not use the existence of this Contract, or the name of this Project, for any presentation, written or oral, for any conferences, publications, electronic media, awards submissions, etc. without the prior written approval of the City, such approval to be given by the City's Director of Communications.

### **1.5 Concept/Design/Construction Project Schedule (for all Project Phases)**

a. The Project Schedule shall be of sufficient detail to indicate the major design efforts with a focus on identifying the major items and permitting milestones that most often control the flow of work. The Project Schedule shall indicate the Consultant's review and correction periods prior to further plan design submittals and depict a general time frame for the overall Project. The Consultant shall control the Project Schedule up to bidding for first-tier subcontractors at which time, the CMAR shall assume control of the Project Schedule.

b. The Consultant shall request meetings with the City's staff to learn of critical issues with respect to the Project Schedule, contractual processing needs of the City for the Project, and the schedule of available funding. The Project Schedule shall include City and regulatory review times and any special start and stop or work phasing requirements that may be developed.

c. As the design progresses, the Consultant shall update the Project Schedule to provide a schedule for use in managing the Project design activities at least through the Design Development Phase, Construction Documents Phase, and Bid Phase of the Project. The schedule shall also include future phased construction sequences if such are proposed.

d. After the Design Development Phase of the Project, during the Construction Documents Phase and Bid Phase, the Consultant shall review, recommend changes, and support the CMAR in the development of the Project Schedule for construction. The Consultant shall evaluate and advise the City on all preliminary schedule updates provided by the CMAR.

### **1.6 Design Services Quality Control Plan (for all Project Phases)**

a. It is the responsibility of the Consultant to check and coordinate all drawings, design computations, and specifications. The Consultant is responsible for producing complete, competent, properly coordinated, and thoroughly checked design documents within the agreed-upon Project Schedule. An independent, thorough check by the Consultant shall be accomplished of all designs, plans, specifications, and other required data prior to any scheduled review. This check and coordination review shall be to eliminate errors, interferences, and inconsistencies between all design disciplines of the work, inconsistencies between drawings and specifications, and for the incorporation of criteria, review comments, guide specifications, and information included in this Contract.

b. With each design submittal review, the Consultant shall provide a tracking document of the appropriate review comments by each agency or department and note the specific action that has been taken to address the comments. The Consultant shall verify that the comments have been satisfactorily addressed or anticipated in subsequent design phases. This check shall be accomplished by the Consultant's project manager who shall be an employee of the Consultant and shall be subject to the approval of the City's Representative. The responsibility of overall Consultant quality control shall be assigned by the Consultant. This individual shall be subject to approval by the City's Representative. A plan of action for quality control

shall be applied to permit development, bidding and contract development, and construction period services to reasonably ensure that a quality Project is constructed in a timely and economical manner.

c. The Consultant shall provide to the City its plan outlining its personnel, procedures, and plan for providing a quality design and other professional services for the various phases as outlined in this Contract. The Consultant's design quality control manager is responsible for the quality of the design and other professional services, including managing the design and other submissions of sub-consultants. The Consultant is to provide the City's Project Manager with a copy of its quality control plan, design development document checklist, and procedures that will be used to manage the design process for each phase of the design effort prior to the commencement of the Project Charter, Facility Programming, and Project Budget Phase. Each phase submittal shall be accompanied by a completed quality control checklist from the design manager.

d. Commissioning. The Consultant shall cooperate with the City, CMAR, and the City's Commissioning Agent to review and actively participate in the development of a City's Project requirements document and a comprehensive commissioning plan for the Project systems identified by the Commissioning Agent and CMAR with input from the City. Such systems may include, without limitation, curtain wall systems, HVAC and exhaust systems, temperature control systems, fire detection and alarm systems, emergency power and lighting systems, electrical distribution systems, fire suppression systems, Wi-Fi heat mapping and cellular dead zone mapping, elevator and escalator systems, and security systems.

The Consultant shall propose a comprehensive list of anticipated commissioning activities and cooperate with the City, CMAR, and the City's Commissioning Agent in the development of a comprehensive commissioning plan for anticipated commissioning activities including, but not limited to, functional system testing schedules, system and equipment manual submittal and approval, equipment start-up, and system and equipment training, combining all such activities in a manner reflecting the inherent subsidiary relationships between activities. This plan shall be used as a basis for approval of the commissioning portion of the CMAR's critical path construction schedule.

The Consultant shall participate with the City, CMAR, and the City's Commissioning Agent to clearly define all duties and activities required of the CMAR and the various subcontractors relating to commissioning, any necessary order in which these activities and duties must take place, and all critical performance criteria to be achieved. The Consultant shall review the summaries of understanding of the design intent for each of the relevant building systems and equipment. Each design intent summary shall establish critical performance criteria that indicate whether a system is properly functioning. The Consultant shall review and monitor all commissioning-related construction activities for timeliness, completeness, and conformance with the criteria established by the commissioning plan and coordinate with the Commissioning consultant to develop specification tables for warranties, and post-construction system testing and training events in accordance with 1.10.

## **1.7 Minutes, Reports, Presentations, And Statements (for all Project Phases)**

a. The Consultant is to schedule meetings related to the design of the Project. The Consultant shall provide meeting agendas, notes and meeting minutes, design reports, recommendations, design criteria, right-of-way data, permit information, plans and electronic files, computations, subsurface recommendations, and other information for the duration of the Project. The Consultant is to present findings, designs, estimates, permits, schedules, and other items to various regulatory agencies, local authorities, committees, and the City as may be required to provide a complete Project satisfactory for permit, bid, and construction. The Consultant shall notify and coordinate meeting schedules with the availability of the City and CMAR staff. The following information is to be provided to the City in report format as may be requested and suitable for presentation by the Consultant to the City Council or other audiences the City may desire:

- Meeting agendas of scheduled meetings will be prepared suitable for distribution and comments to requested attendees at least two (2) business days prior to the meeting.
- Draft minutes of all meetings, with action items, action parties, dates, and recommendations are to be provided within two (2) business days after the occurrence of the meeting. The Consultant shall request comments and corrections to be provided within two (2) business days after the publication of the draft minutes.
- Final minutes of all meetings, with action items, action parties, dates, and recommendations are to be provided within one (1) business day following the receipt of comments and corrections of the draft minutes.
- Final minutes of all meetings, with action items, action parties, dates, and recommendations are to be provided within five (5) business days after the occurrence of the meeting.
- An outline of required Project environmental documents.
- Strategic plan for departmental occupancy.
- An outline and schedule of all required permits.
- Basic design criteria and standards used.
- Building and building systems design standards.
- Site, building, roadway, and geotechnical subsurface investigation recommendations, proposed test methods, and testing recommendations.
- Building system maintenance and operation plans and standards, updated access and traffic data requirements.
- All pavement, drainage, walkway, and parking structure designs.
- Plans and procedures to incorporate US Green Building and LEED certification, or other sustainability systems, into the Project.
- All necessary right-of-way acquisitions by property location, description, and City information, whether an acquisition or easement is required, and the acreage or square footage of each required.
- Project Schedule of activities and durations required to complete the design, permitting, utility coordination, right-of-way, issue the invitations to bid, bid, and award of packages to construct the Project. The schedule is to be updated monthly during the design to coincide with payment applications.
- Plans, recommended schedules, and locations of public hearings/meetings for Project features.
- Title, symbols, summary, and plan sheets provided in electronic format.
- Memos, letters, and other correspondence concerning design and/or policy changes.
- All other data in the hands of the Consultant that can be released that would assist the City in reviewing the accomplishment of work on the Project.
- Coordinate milestone deliverables to the owner, develop a review system, and provide documents within a format to allow the Owner to review. Collect comments systematically for inclusion in the documentation.

b. The Consultant shall provide periodic reports updating the status of the Project and minutes of meetings, reviews, or inspections conducted by the Consultant to the City, with a copy to the CMAR, or other firms as may be engaged. These periodic Project reports shall be provided not less than monthly during construction phases or at the designated project development milestones, and minutes shall be provided in accordance with Section 1.6.a. following the conclusion of any meeting, inspection, or review conducted by the Consultant regarding the Project.

c. For extended meetings or activities during construction such as punch list preparation, inspections, Project updates, payment update walk-throughs, miscellaneous meetings, or similar activities,



provide interim documentation within three (3) business days and final documentation after receiving comments from the City and other participants. The City shall have no duty to respond to any information in the reports or minutes, unless the report or minutes are submitted promptly and the Consultant specifically requests, in writing in a separate document, a response or action by the City to the information in the report or minutes.

## **1.8 Project Charter, Facility Programming, and Project Budget Phase**

This design submittal represents approximately 10–15% of the design effort and shall be used to document and validate Project requirements and the proforma of the total Project Budget. The initial work effort will involve collecting data, conducting space assessments and planning, preparation of various preliminary conceptual design alternatives, preparation of preliminary Project Estimates for use in the development of the funding plan for the Project, and considerations for phased design development of the total Project. The Consultant shall provide a Programming Phase work plan that outlines the activities to be performed during that phase. The Consultant shall prepare a preliminary evaluation of the City's facility building program, schedule, Project Budget, Project site, and the proposed procurement or construction delivery method and other initial information, each in terms of the other, to ascertain the requirements of the Project. Specific services in this phase include but are not limited to the following:

a. The Consultant shall include a thorough review of all documentation, previous studies, master planning, programming, and facility evaluations provided by the City.

b. This phase will consider or conduct necessary public involvement in the facility programming process as required by the City or consultants working directly with the City. The City shall direct this effort and provide direction to the Consultant on the level of support required for community engagement including, but not limited to, organizing public forums/presentations, preparation of renderings, digital and 3-D modeling, etc., during various design phases and incorporate results to help define the Project scope. Aspects of the community engagement process that are to be included in the design of the Project as assigned and approved by the City will be noted and addressed by the Consultant.

c. RESERVED

d. This phase shall evaluate the proposed site(s) for regulatory constraints (zoning, use, etc.) physical characteristics, historic and environmental issues, subsurface investigations, flood plains, etc. Special requirements and guidelines for energy conservation, sustainable design, and construction, life cycle cost evaluations, etc. shall be addressed and evaluated as a basis for design.

e. The Consultant shall conduct a detailed facility building program evaluation with all proposed occupants and will confirm the primary users and spaces planned for the Project. The facility programming shall include a review of work functions, space review assessments, and scheduling programming charrettes with defined user groups to validate facilities uses, square footage requirements, primary adjacencies, departmental needs, and special requirements (MEP, equipment, structural loading, fire, etc.). The detailed program evaluation intends to develop a final document that sets out important aspects of Project design requirements for budget and scope that will allow an early test of the Project Budget assumptions allowing adjustments to be made before and during subsequent design phases.

f. The Consultant shall provide proforma and preliminary Project Cost Estimates [and](#) a baseline cash flow analysis for design and construction. The Project Estimates shall include but are not limited to, the cost of work, the costs for geotechnical investigations, surveys, environmental and hazard remediation, special inspections as required by the North Carolina Building Codes, third-party inspections, permits and other regulatory agency fees, utility fees, offsite construction, construction management general conditions

and fees, contingencies, and other soft costs to outline the total cost for the Project. The cash flow analysis shall include monthly project expenditures as established by the Project Cost Estimates and Project schedule.

The Consultant shall submit with the Project Estimate a market study to identify factors that are likely to influence construction cost, including anticipated future bidding conditions and an estimate of probable cost escalation from design through the expected construction duration of the Project. The Project Estimate will be refined and developed as the design progresses until a Project Budget and Fixed Limit of Project Cost is established by the City.

g. This phase shall include obtaining information and input from highly recognized and experienced construction management firms relating to the means and methods of construction that may affect the cost of the facility.

h. The Consultant shall conduct a workshop with the City to engage in sustainability and LEED goals. The workshop shall include the discovery of sustainable features suitable to meet the project scope and budget. Discussions shall inform the Project's sustainability goals in terms of energy and energy use, water and water use reduction, material reuse, indoor air quality, and greenhouse gas emission, reduction targets, proposed alternatives, discussion of alternative mechanical and utility systems, and conservation measures. US Green Building Council's LEED Green Building shall be the baseline for guidance. Sustainable benefits shall be reviewed for technical and economic feasibility and pursued at the highest feasible level meeting the requirements and budget available for the project. Following the sustainability/LEED workshop, submit a preliminary report that: (i) includes the Project's sustainability goals in terms of energy and energy use, water and water use reduction, material reuse, indoor air quality, and greenhouse gas emission reduction targets (ii) includes a graphic presentation of the results of the site climate analysis (wind, water, solar, temperature, humidity); (iii) includes an analysis of best use of daylighting; (iv) provides an analysis of each proposed alternative concerning overall Project sustainability goals related to LEED, or other certification criteria; (v) documentation of baseline initial life cycle cost analysis (vi) provides an assessment of the feasibility of including a cogeneration system. The report is hereinafter referred to as the "Sustainability Report". The sustainability Report will be further developed and refined as the design progresses.

i. The Consultant shall provide a preliminary document titled Basis of Design that: (i) includes the report from the sustainability and LEED workshop ; (ii) includes facility description including occupancy classification and structural system; (iii) includes site plan dimensioning stand-off distances and building separations with recommendations for the site preparation, and the recommendations for the building foundation and pavement design, and the building systems; (iv) includes environmental concerns; (v) includes an overview of progressive collapse analysis (if required by the City); (vi) includes a general description of window and door treatments; (vii) includes mechanical and utility systems; (viii) includes public engagement and other areas of concern noted by the City; (ix) may address, if so requested by the City, selected recommendations from the City's security consultant such as applicable threat design criteria, threat level, and security performance objectives; (x) includes a table summarizing each criteria element, its status, and a brief explanation of each element; and (xi) includes a summary of all required waivers or variances that may be required and special design considerations and proposed design resolution (such document hereinafter referred to as the "Basis of Design" or "BOD"). The preliminary BOD will be further developed and refined as the design progresses.

j. Consultant shall develop the Project Schedule to guide the development of the design, permitting, bidding, and construction as set forth in Section 1.4. The Project Schedule shall be updated with each design phase as more detail is developed.

k. Updates and presentations of the Project concept developments shall be provided to the City staff, Council, committees, and other groups as required for input and comment.

l. During this phase, the Consultant shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project or which may affect the design and budget for the Project.

m. Unless otherwise directed by the City, the Consultant shall develop a minimum of three (3) conceptual designs, including different building concepts, parking, pedestrian engagement, and site layouts. Project Estimates for each concept shall be inclusive of data defined within this section and tabulated. Include a concise narrative and graphic illustration of each concept with a comparison of features related to cost, impact of construction on operations, duration of construction, and advantages and disadvantages of each. Include a rating scale and score sheet for comparison of alternatives. The Consultant shall provide a massing study for each concept, including building fenestration, glazing considerations, building skin, step-back(s), and an assessment of impact on existing adjacent structures. The Consultant will lead the City stakeholders in evaluating and determining a final conceptual plan.

n. The final Programming Phase documents shall include the final concept plan, a narrative describing each aspect of the Project including a sustainable design document (based on the results of the sustainability/LEED workshop and an assessment checklist using LEED or (other sustainability measure) and narrative, parametric Project Estimate(s) for comparison to the Project Budget, a baseline cash flow analysis, and a preliminary Project Schedule. The facility program and occupancy space program shall be provided. The preliminary BOD shall also be provided. This level of design effort also equates to the final report prepared to document the design charrettes and public involvement conducted. The result and purpose of this phase is to develop and select the desired building and site concept to continue to Schematic Design Phase services. The Consultant shall not proceed to the next phase until the City's comments from this phase are acknowledged and addressed by the Consultant to the satisfaction of the City.

## **1.9 Preliminary Engineering and Schematic Design Development Submission**

The preliminary engineering and schematic design development phase represents approximately 25–35% of the total design effort and is intended to fix and illustrate the size and character of the entire Project as to plan and vertical relationships. The 35% design shall, at a minimum, meet the requirements of the design criteria package as outlined in the North Carolina G.S. § 143-128.1B(c). The Consultant will be required to have Computer Aided Design and Drafting (“CADD”) capability and have the capability to digitize existing drawings for CADD and PDF use as required. Geographic Information System (“GIS”) capability for mapping shall also be required. Experience and capability with the utilization of Building Information Modeling (“BIM”) is also required. The design development shall be of sufficient detail to show how the users' functional and technical requirements will be met, indicate the consultant's approach to the solution of technical problems, show compliance with design criteria or provide justification for noncompliance, and provide a valid estimate of the cost. The Schematic Design Phase consists of:

a. This phase is to provide a functional site plan layout based on alignment constraints, drainage considerations, underground parking, walks, structures required, pedestrian and public safety access, environmental constraints, and other critical items that can influence the overall Project design.

b. This phase will refine the concept site and building plan information and space considerations for the various departments and uses and will provide a detailed space and building layout to fit the various department functions.

c. The Consultant shall update the Sustainability Report documenting the Project's goals in terms of energy and energy use, water and water use reduction, material reuse, indoor air quality, and greenhouse gas emission reduction targets. Include a graphic presentation of the results of the site climate analysis (wind, water, solar, temperature, humidity). Include a determination of the technical and economic viability of using

renewable energy sources. At a minimum, consider solar, wind, geothermal, and geothermal heat pumps. Include an analysis of how best to use daylighting. Provide an analysis of each proposed alternative concerning overall Project sustainability goals related to LEED or other certification criteria. Provide an assessment of the feasibility of including a cogeneration system.

Consultant shall provide the preliminary sustainable, energy-efficient buildings submittal (NCGS 143-135.35 – NCGS 143-135.40) as outlined in the State Construction Office Manual. Data to be provided includes daylight factor calculations, base building characteristics for the energy simulation model, energy simulation model per ASHRAE 90.1 and North Carolina Building Codes, life cycle cost analysis (“LCCA”) report, energy strategies, and report. The LCCA shall be initiated in this process to ensure all preliminary decisions on-site issues, materials, systems, mechanical and electrical equipment, internal room arrangements, and fenestration are being optimized to accommodate early LCCA decision-making for all building systems. The LCCA is to assist the City and Design Team in decision-making for building systems. A formal analysis of items initiated in this phase in accordance with the State Construction Office Life Cycle Manual shall be provided with the submittal for this section for use in further defining the design direction. The final results of the LCCA shall be provided in a later phase.

d. This phase shall establish the most cost-effective building profile for the buildings, streets, and site development. Alternate building types, functional uses, footprints, and other skeletal architectural drawings shall be proposed to meet the building program requirements for the respective functions. Floor plans, building elevations, site plans, building sections, and relevant details drawings to convey the intent of the design shall be the basis of the schematic design drawing set.

e. This phase is to address permits, easements, and encroachment agreements that will be required and will be addressed in this phase. This phase is to address off-site utility coordination, easements, agreements, and other utility considerations and associated costs that will be addressed in this phase.

f. This phase shall solidify the most cost-effective preliminary horizontal and vertical alignment for the buildings, including building step-back(s), streets, and site development intersection layouts, including any driveway connections that may be identified.

g. Preliminary engineering design analysis, design calculations, and narratives shall be provided for each major discipline of work as identified in this phase. The design analysis and calculations will address engineering assumptions, standards, considerations, and requirements that have guided this portion of the design phase. The narrative will identify proposed design standards for the disciplines and any proposed deviations. The design calculations shall be presented in a clean and legible form incorporating a title page and index for each section. At a minimum, this shall include geotechnical and foundation design calculations; structural calculations; pavement design; building heating and cooling load calculations; electrical calculations for interior and exterior lighting, electrical load analysis, electrical service and feeder and special circuit sizes, grounding, and lightning risk assessment; fire suppression and fire alarm/detection system calculations; and energy analysis calculations in sufficient detail to support the items outlined in the BOD document and indicated on the drawings.

h. Preliminary site cross-sections shall be shown for all proposed construction. This includes showing temporary slopes for traffic control, drainage structures, buildings, and retaining wall locations. The cross-sections shall contain grid lines at one (1) foot intervals with the station and elevation of the existing ground shown below the section at the centerline and the finished grade elevation shown above the template. A bar scale shall be shown on all sheets. All existing and proposed utilities and structures are to be shown.

i. Plans shall outline site access, vehicular circulation, physical security standoffs, barriers, parking, and other security elements, and items of environmental and historical significance.

j. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's program, schedule, and Project Budget for the cost of the Project. The Consultant shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the City's program, schedule, and Project Budget for the cost of the Project.

k. A preliminary listing of specifications proposed for incorporation into the Project shall be provided. This listing will be coordinated with the BOD document development.

l. This phase shall include working with the CMAR, Commissioning Agent, and other specialty firms if provided by the City for design reviews, constructability, cost estimating, and other needs.

m. The Consultant shall review and update the building program and other information furnished by the City and shall review laws, codes, and regulations applicable to the Consultant's services.

n. Update the BOD document to include a narrative establishing the City's vision, goals, and objectives for the Project. The BOD update shall include a narrative outlining programming considerations, including data as the basis for the building loads and structure design, space and floor program layout on a departmental basis, materials for construction, and seismic considerations. Update for materials, mechanical and electrical systems, security and threat assessment, fire, communications, site access, and other factors. The narrative shall address the functional layout of the building, note the adjacency matrix for major services, shall include a code analysis to identify design parameters, provide implementation strategies and phasing considerations, and note opportunities for vertical and horizontal expansion. Other items in the BOD document shall be updated to reflect changes and systems as further refined during this process.

o. This phase will refine and further define the Project Estimates which shall reflect all costs for design and construction including, but not limited to, site development, utilities, the building, underground parking, street construction, stormwater, landscaping, soft costs, and management fees. The Project Estimates shall be in sufficient detail to allow program cost for each department anticipated to be located at the site to be identified and to allow costs to be allocated for functional areas and/or major disciplines of the various buildings, systems, and grounds. The Project Estimates shall also include, but are not limited to, costs for geotechnical investigations, surveys, environmental and hazard remediation, special inspections as required by the North Carolina Building Codes, third-party inspections, permits, and other regulatory agency fees, utility fees, construction management general conditions and fees, and other costs to outline the total cost for the Project. The Consultant shall provide updated Project Estimates to completely construct the plans as provided by the Consultant. For any scope item not clearly defined, the Consultant shall propose and provide an allowance for the work to be authorized by the City at such time as the scope is defined.

If the Project Budget is deemed inadequate by the City, the Consultant will recommend a new Project Budget and identify specific scope and program variations and additional costs associated with each item, as compared to the results of the original preliminary estimating phase. If the proposed Project Budget is not acceptable to the City during this phase, various schematic design alternatives and program changes needed to achieve the results of this budgeting phase will be provided by the Consultant at no additional cost to the City.

p. The Consultant shall update the Project Schedule for design development throughout construction.

q. The Consultant shall present its preliminary design evaluation to the City and shall discuss with the City alternative approaches to the design and construction of the Project, including the feasibility of

incorporating environmentally responsible design approaches. The Consultant shall reach an understanding with the City regarding the design requirements of the Project.

r. The Consultant shall present the preliminary schematic design and discuss pertinent details with various City departments, the City Council, and other agencies as may be required to obtain an acceptable schematic design.

s. The Consultant shall present the preliminary schematic design to the CMAR, the Commissioning Agent, and other firms, if applicable, so that the CMAR, Commissioning Agent, and other firms can review and provide to the City and Consultant written recommendations on the preliminary schematic design for incorporation into the Project design as to constructability, operability, biddability, and maintainability.

t. Based on the review of the design development by the City, the CMAR, the Commissioning Agent, and other firms, if applicable, the Consultant shall prepare Schematic Design Documents for the City's review and the review by the CMAR, the Commissioning Agent, and other firms, if applicable. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Consultant shall submit documents comprising complete preliminary plans and cross-sections and building plan layouts, and one (1) electronic file copy, to each of the City, the CMAR, the Commissioning Agent, and other firms, if applicable, for review. The plans shall be accompanied by a completed preliminary plans quality control checklist indicating review by the Consultant. Number of print sets of documents will be determined by the City. Include the Consulting Analysis and Design Calculations; Sustainability Report with ASHRAE 90.1 energy models, LCCA report, and other information as required in the Sustainable, Energy Efficient Buildings (NCGS 143-135.35 – NCGS 143-135.40) section of the State Construction Manual, BOD update, Project Schedule Update, Permit Update, List of Specifications, and Project Estimate update.

Schematic Design will not be accepted as being complete until all of the above requirements are met. The Consultant shall incorporate review comments from the City's review into the design before proceeding to the next design phase. The plans shall be accompanied by a completed quality control checklist indicating review by the Consultant. The Consultant shall provide a written action response noting the disposition of each City review comment and how it has been proposed to address the comment in the design before proceeding to the next phase.

u. The Schematic Design Phase is the phase where any delegated designs are identified, defined, and assigned. Delegated designs shall be defined as the portion(s) of the final design that is/are delegated by the Consultant to the CMAR. If utilized in the Project, delegated designs shall follow the guidance provided by the State Construction Office in its Memorandum 031215 dated March 25, 2015. Delegated designs do not abdicate the responsibility of the Designer of Record for the complete design of the Project or that particular design element. The Delegated Design Professional (DDP) shall comply with written requirements received from the Designer of Record. The DDP shall forward the appropriate documents, calculations, and drawings for his proposed design, which shall be based on the requirements received from the Designer of Record, with his seal and signature to the Designer of Record for his review and approval. The Designer of Record shall review the submittal and confirm that the submittal conforms to the design intent of the Designer of Record and meets the written requirements provided for the basis of the design. The Designer of Record shall approve the submittal if the submittal so conforms.

For the Project, the City will allow the following design elements for delegation:

Precast Concrete	Pre-engineered Roof Trusses
Pre-engineered Metal/Wood Buildings	Pre-engineered Pedestrian Bridges
Modular Block Retaining Walls (over 5')	Curtain Walls and Storefronts
Modular Buildings	Shear & Bracing Connections for Structural Steel
Seismic Restraints for Non-structural Building Components	Pre-engineered Canopies
Shoring Systems	Fire Sprinkler Systems
Pre-engineered pre-insulated thermal utility piping	

Any other design elements proposed for delegation must receive prior approval from the City. The Consultant shall submit to the City a listing of all proposed delegated designs with the responsible Designer of Record for each.

### **1.10 Engineering and Design Development Phase Services**

The Design Development Phase shall be conducted and provided in two submittals, an interim design (50–65% design effort) and a final design (95–100% design effort).

The interim design submittal is intended to ensure that Project Budget funding limitations are not being exceeded, that the drawings, design analysis, specifications, and Project Estimates are proceeding promptly, and that the design criteria and previous review comments are being correctly interpreted. Updated design assumptions and calculations, reports, documents, Project Estimates, permit status, and Project Schedule shall be provided with this submittal. Redlined marked-up specifications will also be submitted at this design phase.

The final design submittal shall include the design analysis with all items complete, final design calculations, all explanatory material giving the design rationale for any design decisions that would not be obvious to a consultant reviewing the final drawings and specifications, 100% complete drawings including those addressing Project construction phasing, reports, documents, Project Estimates, permits, edited specifications, preliminary bidding schedule, and an explanation of bid items and bid options where applicable. All supporting documentation required for permit application approvals shall be included. This final design submittal represents a complete design with the exception of the incorporation of any comments that may be required resulting from the final design development review of the submittal.

a. At this stage, the buildings and structure design, the hydraulics and drainage design, and the streets and transportation design must be complete in sufficient detail to allow a coordinated review of the Project features. All buildings, structures, streets, utilities, and drainage items shall be shown. Provide and show all utility and other off-site work that is required for the proposed construction. The proposed design for the roadway, intersections, any offsite improvements, and any required utility relocations necessary to construct the Project shall be addressed. Provide proposed building designs, elevations, and details. Building information shall include space programming, interior layouts, mechanical and electrical systems, dimensions, footing, and foundation designs, and other information to demonstrate the building program and design features. All building mechanical, electrical, and plumbing systems shall be included in detail, including fire, security, equipment controls, data, and communication systems.

b. All property lines within the right of way limits and immediately adjacent to the proposed right of way shall be noted, along with all bearings, curve data, distances, and corners of such property lines

obtained from field survey notes and deed descriptions. Property lines are to be tied to the proposed construction.

c. Without diminishing the Consultant's obligation to produce work product that complies with applicable legal and regulatory requirements, the Consultant shall endeavor to verify that the Project is in full compliance with the requirements of all Federal, State, and Local clean air, clean water, water rights, stormwater, resource recovery, endangered species, historic structures, hazardous and solid waste disposal standards, and other applicable regulations in accordance with Section 1.3.b.

d. Provide and show any construction phasing plan and work phase coordination that is required. Show any demolition, detour construction, and traffic control that are needed in the Roadway Plans. Any stage construction and sequence of construction requirements shall be detailed in the plans. Staged development of the site shall be indicated as required.

e. Provide updated BOD analysis, calculations, and narrative for each major discipline of work.

f. Provide updated Project Schedule for completion of design development through construction.

g. The specifications shall note requirements for the CMAR to submit shop drawings, samples, manufacturer's data, certificates, test reports, and other items to the City and the Consultant. The specifications shall also note requirements for any delegated design submittals. Provide a listing of CMAR submittals and note submittal requirements in each section of the specifications. All non-critical submittals should be classified as "For Information Only". Those submittals for delegated design and those that are critical to safety, construction execution, and system or facility operation shall be classified as "For Approval". The type of submittals requiring approval are extensions of design including delegated design, critical materials, deviations, O&M manuals, or those involving equipment that must be checked for compatibility with the entire system. Provide a master register of submittals for the CMAR. The CMAR is to review, add items as may be required, update with anticipated submittal dates, note review and approval periods, and provide updates during the construction.

h. This phase shall include working with the Commissioning Agent, the CMAR, or other firms, if provided for by the City, as to constructability, operability, biddability, maintainability, cost estimates, inspections, and testing for the interim design submittal and final design submittal. In particular, the Consultant shall submit the interim design submittal and the final design submittal to the CMAR and the Commissioning Agent for their review and written recommendations concerning the constructability, operability, biddability, maintainability, inspections, and testing for each such submittal.

i. Provide updated LEED, or other rating systems, and sustainable design performance information. Complete initial LEED registration, or other rating system, as required. The general format of AIA Document B214 for LEED Certification, with the Consultant performing services as the Prime Architect (as defined in the AIA document), shall be used as a guide for the Consultant to follow for LEED registration through final project certification.

j. Provide the initial Sustainability Report. The Sustainable, Energy Efficient Buildings (NCGS 143-135.35 – NCGS 143-135.40) submittal as outlined in the State Construction Manual shall be continued in the phase. The initial energy model shall be provided at the end of this phase noting compliance with ASHRAE 90.1 requirements. The LCCA shall be continued in this phase to provide for verification of design decisions on site issues, orientation, mechanical, systems, electrical systems, internal room arrangements, and exterior wall types. The LCCA is to assist the City and Design Team in decision-making for building systems. The Consultant with City approval shall consider LCCA in design decisions throughout the Project design process. The Consultant shall consider LCCA in system decisions throughout the Project design



process. A formal analysis in accordance with the North Carolina State Construction Manual shall be provided with the submittal for this section.

k. Should permits or encroachments be required, the Consultant shall follow the process and procedures set forth in Section 1.3.d. for such permits or encroachments.

l. A code summary sheet or report shall be provided that includes the basic code analysis and code decisions made supporting the proposed design. The Consultant should reference the North Carolina State Building Codes Administration and Enforcement Requirements for guidance on these requirements.

m. The Consultant shall in cooperation with the City and CMAR, identify the utility services needed for the Project, identify the respective utilities and agencies that will provide utility services, and provide the City with a report on necessary utilities for the City's approval. Any fees, costs, or charges for connection, extension, or installation of utility services shall be based upon service sizes required as determined by the Consultant and shall be submitted to and approved by the City prior to the Bidding Phase.

n. In accordance with the requirements of Section 1.3. l above, the Consultant will provide as part of Basic Services all prints, calculations, specifications, and reports that are required by government agencies and code enforcement officials, utilizing information provided by the City in accordance with this Contract, plus additional materials developed by the Consultant as required.

o. The Consultant shall provide updated Project Estimates to completely construct the Project per the Construction Documents provided by the Consultant, all in accordance with the requirements of Section 1.8.o above.

p. This phase shall confirm the estimating efforts of the prior phases, or, if the funds potentially available are deemed inadequate by the City for the Project as proposed, the Consultant will revise the Project, recommend a new Project Budget, and identify specific scope and program variations and costs related thereto for each item at no additional cost to the City. Various design alternatives as needed to achieve the desired Project Budget will be developed and provided by the Consultant. Multiple options for certain program elements as directed by the City will be developed.

The Consultant shall submit documents comprising the complete design development plans, including all details, sections, and building plan layouts, and one (1) electronic file copy, to each of the City, the CMAR, the Commissioning Agent, and other firms, if applicable, for review. The plans shall be accompanied by a completed design quality control checklist indicating review by the Consultant. Number of print sets of documents will be determined by the City. Include the Engineering Analysis and Design Calculations, Sustainability Report with ASHRAE 90.1 energy models, LCCA report and other information as required in the Sustainable, Energy Efficient Buildings (NCGS 143-135.35 – NCGS 143-135.40) section of the State Construction Manual, BOD update, LEED or other update, Submittal Schedule, Project Schedule Update, Specifications, and Project Estimate update.

The Consultant shall assist the CMAR in conducting a major value analysis study at the end of the Design Development Phase utilizing 100% design development documents. This major value analysis study shall, among other items, consider the items developed on the basis of design, value management listings, and delegated design.

The Design Development Phase will not be accepted as being complete until all of the above requirements are met. The Consultant shall incorporate review comments from the City's review of both the final design documents and the CMAR's major value analysis study of the final design documents before proceeding to the next phase. The Consultant shall provide a written action response to the City noting the disposition of each review comment and how it has been proposed to address the comment in the design.

## 1.11 Construction Documents Phase Services

Based on the review of the Design Development Documents by the City, the CMAR, Commissioning Agent, and other firms, if applicable, and on the City's authorization of any adjustments in the Project requirements and the Project Budget for the cost of the project, the Consultant shall prepare Construction Documents for the City's approval. This phase is intended to define items sufficient for efficient bidding and procurement of the work. This is not a phase for the completion of items not completely defined and addressed in the Design Development Phase.

The Consultant shall provide the City and the CMAR with copies of in-progress Construction Documents for specified areas as may be requested by the City or the CMAR during this phase. Additionally, and in accordance with the Project Schedule, the Consultant shall submit for review by the City and the CMAR, sets of preliminary Construction Documents when 50% complete, accompanied by any written reports reasonably requested by the City or the CMAR. The number and size of documents to be distributed by the Consultant will be determined by the City at the time of submittal. The requested written reports shall describe the status of this work phase including a detailed listing/description of the work in progress and provide a detailed plan for completing the work in accordance with the Project Schedule. Such written reports also shall include a summary of changes to the programmed versus actual square footage and the number of programmed occupants vs. occupant positions shown on the current set of drawings. Narratives describing changes in the work shall accompany calculation summaries.

The completed Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project. Construction Documents shall be complete and suitable for bidding and procurement of the work. The City and Consultant acknowledge that to permit and construct the Project, the CMAR will provide additional information, including shop drawings, product data, samples, and other similar submittals as may be appropriate for that phase of work.

a. During the development of the Construction Documents, the Consultant shall provide support to the CMAR in the development and preparation, with assistance from the City, of bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms. The consultant also shall compile a project manual that includes, among other items, technical specifications, bidding requirements, and sample forms.

b. The Consultant shall cooperate with the City and the CMAR in further identifying, developing, and evaluating alternative designs not inconsistent with the development of the Construction Documents, as a part of a value and budget analysis effort with the CMAR of the various Project components, materials, equipment, and systems to give the City maximum value while meeting the requirements of the City's program and budget.

c. The Consultant shall update the Project Estimate for the cost of the Project.

d. Reserved.

e. The Consultant shall utilize the most current master format-based specification system to develop the Construction Documents, subject to specific contract and specification provisions and revisions as requested by the City. Specifications shall conform to industry standards as established by the Construction Specifications Institute ("CSI") Manual of Practice. All plan documents are to be created using CADD technology. The Consultant shall ensure that the drawings are prepared in a manner that clearly and adequately delineates the work to be accomplished by the CMAR and in sufficient detail to allow responsive

bids to be submitted by subcontractors. All Construction Documents, drawings, and sketches are to be provided in both hard copy and electronic format.

f. This phase shall include the Consultant working with the CMAR, Commissioning Agent, or other firms, if provided for by the City, for constructability, operability, biddability, maintainability, inspections, testing, cost estimating, or other tasks as may be required in support of the Project. In particular, the Consultant shall submit the Construction Documents to the CMAR and the Commissioning Agent for their review and written recommendations concerning the Construction Documents' constructability, operability, biddability, maintainability, inspections, and testing.

g. The Consultant shall be responsible for preparing required documents suitable for the approval of all governmental authorities having jurisdiction over the Project and for making any revisions required by such authorities. In accordance with Section 1.1.f above, the Consultant shall manage the permit review process, which shall include the Consultant applying for any and all such required permits for the construction of the Project and shall incorporate into the Construction Documents the final permit review design requirements of governmental authorities having jurisdiction over the Project.

h. The Consultant shall submit the Construction Documents to the City and CMAR, advise the City of any adjustments to the Project Estimates, and solicit input from the City and CMAR for adjustments to the Construction Documents, as outlined in Section 1.10.f above, and request the City's approval.

i. The Consultant will be permitted to reduce the scope of the Project, within reasonable limits as approved by the City in writing, if such reduction is deemed necessary in order to not exceed the Project Budget and Fixed Limit of Project Cost as set forth by the City. As directed, the Consultant shall identify bid alternates in the documents to assist in developing construction contracts that can be awarded within the Fixed Limit of Project Cost established by the City. If requested by the City, the Consultant shall submit to the City, prior to advertisement for bidding, a further Project Estimate as indicated by fully developed plans and contract requirements and current market conditions.

j. The Consultant agrees to support the City should errors or omissions in the Construction Documents create problems in administering or bidding the construction contracts. As necessary, the Consultant will clarify, revise, or correct the design documents to correct the errors or omissions without any additional cost to the City. The Consultant will also provide any necessary revisions to the Construction Documents as may be required to obtain a guaranteed maximum price from the CMAR that is within the Project Budget and Fixed Limit of Project Cost established by the City.

k. The Consultant shall participate with the City and CMAR in the review and coordination of all value analysis performed by the CMAR and budget review efforts by the CMAR and the City, LEED and sustainability requirements, energy analysis, and LCCA during the preparation of the Construction Documents.

l. The Consultant shall confirm that the Construction Documents adequately detail any operational and maintenance training, manuals, spare parts, instructions, etc. that may be required for the user to properly operate and maintain the facility upon completion.

m. Specifications must be subdivided into sections similar to CSI's most recent standards. Format for all specifications shall be in a narrative or "imperative" form. So-called "streamlined" or "outline" specifications will not be acceptable. Statements shall be complete and concise, in simple language known to the construction trades. Specification content shall relate only to the specific Project requirements. The City may require that certain specification sections be modified to address specific City requirements, address existing approved equipment or vendors, or address other concerns or constraints. As appropriate, the

Consultant shall provide support to the CMAR in dividing the specifications and drawings into separate packages to facilitate bidding.

n. The Construction Documents submittals shall, at a minimum, satisfy the requirements listed in here in Section 1.13, II. The Construction Documents shall address all of the criteria listed in Section 1.13 as appropriate to the current level of Project development unless otherwise agreed in writing by the City.

o. The Consultant will provide Project Estimates for the Construction Documents Phase based on estimating services that are separate and independent of those provided by the City and CMAR. The City shall have the option of retaining an independent consultant to provide this estimate should the Consultant's Project Estimate not be acceptable.

p. The Consultant shall fully cooperate with the requested development and evaluations of the City's requests to accommodate the City's building program and maintenance issues and the City-approved Commissioning Agent, CMAR, and/or other firm's recommendations regarding proposed constructability, building program, and maintenance accommodation and value analysis alternatives during this phase to maintain the approved Project Budget. The Consultant shall incorporate changes approved by the City for details and specifications to meet the City's building program and operational, and maintenance accommodations.

q. Consultant shall review proposed bid packages for limits of responsibility between the separate contracts to facilitate careful coordination and identification of complete scope included in the plans and specifications (i.e., help avoid scope gap).

r. The final Sustainability Report with ASHRAE 90.1 energy models, LCCA report and other information as required in the Sustainable, Energy Efficient Buildings (NCGS 143-135.35 – NCGS 143-135.40) section of the State Construction Manual shall be provided at the completion of this phase. The LCCA shall be updated, sealed, signed, dated, and delivered to the City prior to issuance of Construction Documents for bidding. The analysis shall be in accordance with the North Carolina State Construction Manual. The complete energy model and report information shall be provided.

s. The Consultant shall develop expertise with the following documents and shall provide services under this Contract in a manner consistent with their guidance and shall prepare Construction Documents that are consistent with the regulatory requirements established within them:

- The North Carolina State Construction Manual – Current Edition (to the extent that it is not inconsistent with the terms and conditions of this Contract).
- The North Carolina Building Codes – Current Editions.
- Commissioning Documents, City Project Requirements.
- Site utility plans and reports obtained by the Consultant or the City.
- City design, specification, and construction standard requirements.
- Unified Development Ordinance, City of Raleigh – Current Edition.
- (INSERT)

t. The Construction Documents authorized to be prepared and submitted by the Consultant under this Contract shall include all information required for adequate reviews or receiving bids on the Project, including but not limited to, prescribed work to be done and materials, workmanship, finishes, mechanical and electrical systems, special equipment installation, site work, landscaping, utility connections and services, general and supplemental conditions and forms of contract, proposals and bonds, to the extent that the documents are completed for the applicable percentage of completion. The date of the agreed-upon submittals is to be determined in cooperation between the City, the CMAR, and the Consultant and included

in the Project Schedule. It is understood and expected that the degree of document completion will vary. The in-progress documents as of the dates agreed upon by the City and Consultant shall be submitted to the City's Representative for review.

u. The completed Construction Documents shall provide that instructional and training sessions, coordinated with the City's staff, Commissioning Agent, Consultant, and the CMAR, shall be provided a minimum of 60 days prior to acceptance or occupancy to properly train the City's maintenance personnel. The Construction Documents shall provide that during the shop drawing and submittal phases of the Project, the subcontractors, and vendors shall provide to the CMAR and Consultant a listing of all required training and demonstrations for review and approval of the City. Electronic media recordings provided in standard CD, DVD, or other electronic formats, for training sessions by the various systems and equipment, shall be included in the appropriate specification section. Contractors shall perform training and media recording of all major mechanical and life safety systems and other systems as noted in the specifications. Completed documents shall be turned over to the City within fourteen (14) days of the demonstration or training completion dates.

v. After receiving written comments from the City and CMAR, the Consultant shall review and correct any features in the drawings, specifications, and other Construction Documents that appear to be ambiguous, confusing, conflicting, or erroneous before proceeding to completion of this phase or the next phase, or, with the approval of the City, by written response agree to modify the Construction Documents by an agreed upon date meeting the requirements of the Project Schedule before proceeding with the next scheduled tasks.

w. In cooperation with the City and with input from the CMAR, the Consultant shall identify, define, and prepare drawings and specifications for potential accelerated bid document release by the CMAR to procure equipment or building components requiring long lead times for fabrication and/or delivery by the CMAR, or for work which has been phased for an early start, as may be authorized by the City.

If requested by the City, the Consultant shall prepare sketches and specifications for three-dimensional mock-ups of typical exterior skin and interior finishes. The Consultant shall prepare scale-study models of the building and site to illustrate the design intent. If so directed, the consultant shall have a professional scale model built of the building exterior, site, and adjacent blocks by a professional model builder. The Consultant shall also prepare renderings of the proposed Project in plan and profile view suitable for public presentation. The costs of producing these models or display items will be a reimbursable expense subject to prior approval by the City of the anticipated costs.

The Consultant shall assist the CMAR in conducting a major value analysis study at the end of the Construction Documents Phase utilizing the in-progress Construction Documents. This major value analysis study shall, among other items, consider the items listed herein in Section 1.13, II, to the City's contract with the CMAR. The Consultant shall incorporate into the Construction Documents review comments from the City's review of the CMAR's major value analysis study of the in-progress Construction Documents. The Consultant also shall provide the City a written action response noting the disposition of each review comment and how it has been proposed to address the comment in the Construction Documents.

The Consultant shall provide to the City as many sets of prints and copies as directed by the City, and one set on disk in PDF and AutoCAD format (or comparable software acceptable to the City) of the 100% complete set of Construction Documents, including specifications unless otherwise noted by the City. The Consultant shall be responsible for the content of all Construction Documents. All final Construction Documents prepared or signed by the Consultant or its sub-consultants and submitted to governmental authorities and code officials shall be complete, coordinated, and contain directions as will: (i) enable a competent contractor to carry them out; (ii) meet the requirements of governmental authorities and code officials; and (iii) be sufficiently

complete and sufficiently free of conflicts to be capable of definitive pricing by contractors with a minimum of further clarifications or detailing by the Consultant or its sub-consultants.

## **1.12 Bidding Phase Services**

a. The Consultant shall, in full cooperation with the City and accordance with applicable statutes, prepare electronic versions and limited hard copies of all Construction Documents. The Consultant shall be responsible for preparing any addenda to the Construction Documents and responding to questions concerning the Construction Documents through addenda. The Consultant shall attend pre-bid and pre-qualification meetings/conferences, and bid openings and, as requested by the City, assist the CMAR in the evaluation of bids and in making recommendations to the City on the award of contracts to the lowest responsible and responsive bidders.

b. As requested by the City, the Consultant shall assist the CMAR in identifying and pre-qualifying all potential first-tier subcontractors, trade sub-contractors, material suppliers, and equipment manufacturers for the Project.

c. Reserved.

d. The Consultant shall provide knowledgeable representatives, including representatives of its sub-consultants, to participate in pre-bid conferences to explain and clarify the Construction Documents. The Consultant shall deliver to the City and CMAR any addenda to document any changes(s) to the Construction Documents resulting from previous pre-bid conferences or written request of the CMAR or City. Addenda must be approved by the City and shall be consistent with documents previously approved by the City.

e. It is the responsibility of the Consultant to make certain that, at the time of bidding, all drawings, specifications, and other Construction 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.

f. The Consultant is responsible for preparing and filing the necessary documents for review and approval by all regulatory agencies including the City of Raleigh Development Services Department (all trades), North Carolina Department of Insurance, North Carolina Department of Labor, North Carolina Department of Transportation, North Carolina Department of Environmental Quality, utility companies, etc. Consultant shall endeavor to prepare documents so as not to result in any delay to the Project Schedule due to inadequacy of documents to obtain permits. The Consultant shall be responsible for revising such documents as required for the approval of all governmental authorities having jurisdiction over the Project.

g. The Consultant shall render interpretations and clarifications of the Construction Documents in a written format, supplemented by appropriate graphics, not inconsistent with documents previously approved by the City and not encompassing additional scope without prior approval by the City's Representative.

h. Prior to and after bid openings, the Consultant shall fulfill the responsibilities of the Consultant regarding assisting the CMAR with the recruitment and selection of minority businesses for participation in the Project, including:

- Attending any scheduled pre-bid conferences to assist with the explanation of minority business requirements to the prospective bidders.
- Assisting the CMAR to identify and notify prospective minority business sub-contractors of potential contracting opportunities.

- Reviewing documentation of any contacts, correspondence, or conversations with minority business firms.
- Review jointly with the City and CMAR, all requirements of bidders' proposals for identification of the minority businesses that will be utilized with a corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the subcontractors will perform work under contract with their own workforces, and provide comments to the City regarding compliance by the bidders with these requirements prior to award.

i. If requested by the City, the Consultant shall assist the CMAR in evaluating the bids and making written recommendations to the City relative to the acceptance or rejection of proposals and award of contracts to the lowest responsible, responsive bidder or bidders, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract(s).

j. Reserved.

k. If the cost of the Project received from the bid proposals, or from the CMAR during the Bidding Phase exceeds the City's approved Project Budget and Fixed Limit of Project Cost, the City will:

- Provide additional funds and approve the increase in Project Budget, or,
- Utilize the services of the CMAR to perform value analysis and direct the Consultant to revise the Project scope or quality, or both, in accordance with the results of the analysis to meet the Project Budget at no additional cost to the City, or,
- The City may also choose to employ an independent estimator(s) and value analysis consultant(s) and direct the Consultant to revise the Project scope or quality, or both, in accordance with the results of the independent estimate and value analysis to meet the Project Budget at no additional cost to the City, or,
- Allow the Consultant to revise the Project scope or quality, or both as approved by the City, to meet the Project Budget at no additional cost to the City, or,
- Suspend or abandon the Project, or,
- Pursue other options as may be mutually agreeable.

l. The Consultant shall cooperate and coordinate with the CMAR in the preparation by the CMAR of additional detailed Project Estimates as indicated in the CMAR Cost Model Update and in the preparation by the CMAR of proposed Guaranteed Maximum Price(s) (both as defined in the construction contract between the CMAR and the City) for the Project.

m. The Consultant shall assist as appropriate the CMAR in compiling the bidding information, bidding forms, the conditions of the first-tier subcontractor construction contracts, and the appropriate sample forms to include in the bid documents. The City may provide general conditions and make additional requirements regarding general and supplementary general conditions in the first-tier subcontracts. The Consultant shall include in an estimate of liquidated damages for delays in the construction of the Project, inclusive of the Consultant's services, and all related services such as geotechnical, third-party inspection, scheduling, etc., along with the City's damages, based on information provided by the City.

n. If an estimate or detailed cost analysis is required during or after the Bidding Phase to ascertain and verify specific issues with meeting the Project Budget, the Consultant shall utilize in-house estimating staff acceptable to the City or the previously established Consultant's cost estimator, or a replacement, as acceptable to the City, to analyze bids and for the Consultant to prepare modified bidding documents or re-bid documents that may be required to ensure successful bidding for first-tier subcontractors within the City's approved Project Budget and Fixed Limit of Project Cost.

o. As noted in this Contract, the Consultant shall, within the Basic Services of this Contract, modify the Construction Documents as necessary to bring the Project within the City's approved Project Budget at no additional cost to the City. Such modifications shall be provided without additional compensation if the primary cause for such modification is from the Consultant's prior design services and the corresponding development of the Project Estimate.

p. If modifications to the Design Development Documents or Construction Documents are requested for reasons other than a budget overrun or errors or omissions in the Consultant's prior design services, the City and the Consultant shall agree upon the amount of any additional compensation to be provided to the Consultant.

### **1.13 CONSTRUCTION PHASE SERVICES**

The Consultant shall be a representative of and shall advise and consult with the City during construction until final payment to the CMAR for construction services is due. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The City may by written notice to the Consultant override any directions, order, discussions, interpretations, rulings, denials, or approvals of the Consultant, except for directions, orders, discussions, interpretations, rulings, denials, or approvals required by life safety and code and regulation compliance, deemed to be in the best interest of the City. The Consultant may upon immediate written appeal, request review by the City and response in writing of the City's overriding actions.

a. During the construction phase, the Consultant is to provide all periodic observation and coordination with special inspections, third-party inspection, geotechnical and materials testing, construction management, quality assurance, and other services to verify that the work performed substantially complies with the CMAR contract plans and specifications, codes and regulations, and other referenced specifications and requirements, and shall include, but is not limited to the services noted below.

b. The Consultant shall designate its Construction Manager (to be assigned with the written consent of the City's Representative). The Consultant's Construction Manager shall become generally familiar with the progress and quality of the construction work completed and to determine in general if the work is being performed in a manner indicating that the work, when completed, shall be in substantial compliance with the Construction Documents. Job site visits shall be made daily until final payment to the CMAR for construction services. The Consultant shall be assisted by representation from each sub-consultant or specialty design team member as appropriate for the level of activity throughout the entire construction period.

The Consultant's Construction Manager shall be replaced promptly and without protest at the request of the City, if, in the opinion of the City, such representative is either negligent or unqualified to perform its duties. The Consultant shall not replace representatives assigned to the Project unless such replacement has been approved by the City.

c. The Consultant's Construction Manager shall make written reports and provide them promptly to the CMAR and City, within 2 business days of each site visit. Otherwise, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations, the Consultant shall keep the City informed of the progress and quality of the work and shall endeavor to guard the City against defects and deficiencies in the work. The Consultant shall promptly respond to a request by the City's Representative or the CMAR to visit the Project site to resolve questions regarding the intent of the Construction Documents. Should errors, omissions, discrepancies, ambiguities, mistakes, or conflicts be discovered in the Construction Documents or any documents provided by the Consultant, the Consultant shall prepare and submit to the City such revised



drawings, amended specifications, supplementary documents, associated change proposal documentation, and consultation as may be required for correction thereof, at no additional cost to the City.

d. The Consultant's Construction Manager shall attend construction coordination meetings (City/Consultant/CMAR) chaired by the CMAR. The CMAR shall establish, conduct, and document bi-monthly job progress meetings and bi-monthly coordination meetings to be held at the job site throughout the entire construction period. The Consultant's Construction Manager shall attend all such meetings. The purpose of such meetings is for the City and Consultant to periodically assess the current status and progress of the work with the CMAR. The Consultant shall require, prior to approval of payments to the CMAR, that an updated CPM Project Schedule be submitted. Remedial measures to CPM Project Schedule(s) are to be agreed upon and decided upon by the City and the CMAR at these meetings. CPM Project Schedule(s) revised to reflect these decisions are a condition precedent to processing of subsequent periodic payments by the Consultant.

e. Reserved.

f. Except as may otherwise be provided in the Construction Documents or when communications with others have been specially authorized by the City, the Consultant, and CMAR shall communicate directly only with each other and the City and shall keep other affected parties as directed, informed on a current basis. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall expedite such communications to prevent delay of the Project. Communications with the CMAR's sub-contractors shall be through the CMAR.

g. The Consultant shall provide representatives to the Project that are qualified by training and experience to make decisions regarding interpretations of plans and specifications, and shall be empowered by the Consultant to do so; such decisions and interpretations shall be binding upon the Consultant as if made by it; all such decisions shall be confirmed in writing at the earliest reasonable date, with copies provided to the City and CMAR, conditioned that such decisions and interpretations shall not modify adversely the requirements of the Construction Documents.

h. The Consultant is to provide to the City the qualifications, proposed duties, and professional certifications of all individuals that are proposed to be furnished or assigned under this Contract. As also established in Section 1.12.b above, the Consultant's representatives shall be replaced promptly and without protest at the written request of the City, if in the opinion of the City, such representatives are objected to or are either negligent or unqualified to perform their duties; and all of the above in this paragraph shall be applicable to any sub-consultants referred to herein.

i. It is understood that the Consultant shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work since these are solely the CMAR's responsibilities under the CMAR construction contract. After the initial bid opening, the Consultant shall not be responsible for the CMAR's schedules or failure to carry out the work in accordance with the Construction Documents. The Consultant shall not have direct control over or be in charge of acts or omissions of the CMAR, its subcontractors, or their agents or employees, or any other persons performing the work except for those individuals or firms employed by, or on behalf of, the Consultant.

j. The Consultant shall have authority to reject work that does not conform to the Construction Documents. When the Consultant considers it necessary or advisable for implementation of a notice of non-compliance with contract requirements to the CMAR, such action shall be coordinated with the City. The Consultant shall have authority to require additional inspection or testing of the work by the CMAR in accordance with the provisions of the Construction Documents, regardless of whether the work has been fabricated, installed, or completed, to ensure that the work meets contract requirements.

k. It is understood that the construction phase services to be provided are under the control of the Consultant as regards to number of personnel, duration, type, and frequency of inspection and testing; however, such services are subject to the scope of work and budget limits for which the City has requested the Consultant perform. It is the Consultant's responsibility to ensure the Project is in substantial compliance with Construction Documents and consistent with the standard level of care. It is also understood that the City may supplement the construction period inspection and administration with its own personnel at the City's expense and may perform periodic inspections of the work in progress. It is understood that such inspection or administrative effort by the City is intended to supplement and support the effort of the Consultant.

l. The Consultant shall provide general administration of the construction contract, including inspection and continuous liaison of the work with the City, to endeavor to confirm substantial compliance with the Construction Documents, and shall perform inspection by qualified and mutually agreed upon representatives of the Consultant's firm as approved by the City. Require all in-house and contract consultants participating in the design, inspection, or testing associated with the Project to provide liaison and inspection services with respect to their portion of the design, while work related to their design is in progress, and as often as necessary to ensure compliance with the Construction Documents. Such inspection shall be sufficient during the construction process to endeavor to confirm that all work is performed in accordance with the Construction Documents.

m. Reserved.

n. Reserved.

o. The Consultant shall work together with, review, and respond to reports and correspondence in a timely manner to not delay the Project, and support any and all special inspection services, third-party inspection services, materials testing services, commissioning services, and other agents and firms as may be obtained to ensure the Project is constructed in substantial compliance with the Construction Documents and all applicable codes and regulations.

p. The Consultant shall process and approve, subject to coordination with the City, or take other appropriate action in respect thereto as directed by the City, for the payment and progress schedules updates. Review and monitor the CMAR's progress schedule on no less than a monthly basis to ensure the work is performed within the specified time. Any progress of work concerns are to be immediately reported to the City. The Consultant shall review the cost-loaded Project Schedule prepared by the CMAR. For the avoidance of doubt, the CMAR's cost-loaded Project Schedule is separate and apart from the CMAR's CPM Project.

q. The Consultant shall verify that each payment application by the CMAR is accompanied by all certifications, payment measurements, updated progress schedules, sales tax reports, MWBE reports, releases, photos, reports, test results, and other information as may be required to ensure accurate payment to the CMAR in a timely manner. The Consultant shall compile and maintain measurement and payment information for all work items included in the City's construction contract with the CMAR and provide this information to City staff on no less than a monthly basis for use in reviewing CMAR payment applications.

The Consultant shall have seven (7) days from its receipt of the CMAR's payment application to review the same and either approve the payment application and issue to the City a certificate of payment or return the payment application to the CMAR for correction or completion with the returned payment application accompanied by written communication from the Consultant documenting what in the payment application needs correction or completion. The Consultant's certificate of payment shall constitute a representation to the City, based on the Consultant's observations at the site and on the data comprising the CMAR's payment application, that the work has progressed to the point indicated and that, to the best of the Consultant's

knowledge, information, and belief, the progress and the quality of the work is in accordance with the Construction Documents. However, the issuance of a certificate of payment shall not be a representation that the Consultant has made exhaustive or continuous on-site inspections to check the quality or quantity of the work. Notwithstanding the foregoing, the Consultant may withhold a certificate of payment in whole or in part to the extent reasonably necessary to protect the City. If the Consultant is unable to certify payment in the amount of the CMAR's payment application, then the Consultant shall notify the City and the CMAR in writing. If the Consultant and the CMAR cannot agree on a revised payment application amount, then the Consultant shall promptly issue a certificate of payment for the amount for which the Consultant is able to make such representations to the City. In the event the Consultant revises the certificate of payment, the Consultant shall provide to the City and the CMAR a written itemized list of all changes. The Consultant may also withhold a certificate of payment in whole or in part to such extent as may be necessary in the Consultant's opinion to protect the City from loss for which the CMAR or its subcontractors is responsible, including loss resulting from such acts or omissions as are listed in the City's construction contract with the CMAR. When such reasons for withholding a certificate of payment are removed, a certificate of payment shall be issued by the Consultant for amounts previously withheld.

r. Process, review, coordinate, and approve all correspondence, requests for information or clarification, shop drawings and other submittals, and other required submissions of the CMAR promptly, as required by this Contract and the specifications, subject to coordination and approval of the City. The Consultant shall process all such items, and other critical schedule data items as required by this Contract and as may be requested in writing by the CMAR, with sufficient dispatch to preclude delaying the progress of construction, while allowing for an accurate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for the installation or performance of equipment or systems designed by the CMAR, all of which remain the responsibility of the CMAR and its sub-contractors to the extent required by the Construction Documents. Copies of such final review documents shall be provided to the City as issued.

s. Upon review of shop drawings, product data, samples, or other submittals, the Consultant shall notify the City immediately of any variation, change, modification, or clarification from the Construction Documents that may have an impact on the Project Budget or Project Schedule. A variation, change, modification, or clarification shall not be approved until notification from the City in writing has been received by the Consultant and CMAR. The Consultant shall immediately reject and return any submittal submitted for review and approval by any entity other than the CMAR. All submittals shall be logged and tracked in eBuilder and shall allow the City unlimited access to all submittals in eBuilder. The Consultant shall review the CMAR's submittal schedule and shall not unreasonably delay or withhold approval. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Consultant's professional judgment to permit adequate review.

t. The Consultant shall maintain a record of submittals and copies of submittals supplied by the CMAR in accordance with the requirements of the Construction Documents.

u. The City may contract with a Special Inspector to verify that all required construction contract quality control sampling and testing are performed and that all test results are provided to the CMAR, the City, and the Consultant and have been properly reviewed and signed by the appropriate authority. The Consultant is to perform a review and report on the acceptability of all laboratory and field-test reports. The Consultant shall review and evaluate the results of all laboratory and field-testing reports and data for the Project. The Consultant shall notify the CMAR and City immediately if correction of work shall be required, for which the Consultant shall receive no additional compensation from the City.

v. The Consultant shall recommend, review, and coordinate with all materials and construction testing and all special inspections in accordance with the provisions of the Construction Documents and

applicable laws. The Consultant agrees to enter into, or assist the City in entering into, whatever agreements local code officials and governmental agencies require concerning notification and coordination of special and third-party inspections.

w. The Consultant shall review inspection reports, laboratory reports, and test data to determine conformity of such data with the design requirements expressed in or implied by the Construction Documents and approved submittals as may be required. The CMAR shall oversee, coordinate, and monitor the coordination of activities by its sub-contractors and any of its special inspections or third-party inspections. The Consultant will review Special Inspector reports and request revisions as appropriate, prior to submittal to the City.

x. Reserved.

y. In accordance with Section 1.12.q above, review MWBE documentation for contract payment attached to CMAR's pay application for compliance with minority business utilization commitments. Consultant shall assist the City's Business Assistance Program Manager in managing and correcting any deficiencies that may be identified in the CMAR's MWBE reporting and documentation.

z. The Consultant shall immediately share any concerns with the CMAR's work quality or performance with the City.

aa. The Consultant shall develop or have developed, a final list of punch list items that are used to guide final completion of all work associated with the CMAR construction contract, which punch list shall be included with the Consultant's certificate of substantial completion. After notification from CMAR that the Project is complete and ready for final inspection, the Consultant shall schedule and conduct a pre-final and a final inspection (the final inspection to occur only after CMAR completes all items requiring corrective measures as noted at the pre-final inspection) of the Project, coordinating the dates for such inspections with the City, the CMAR and any necessary agency.

bb. The Consultant shall review and approve for completeness the written guarantees, affidavits, manuals of instruction for operation, and other required and closing papers of the CMAR and its subcontractors, arrange for required facility commissioning and operational and maintenance training, issue certificates of completion as required by the City, certificates of compliance from various in-house and contract consultants, final certificates for payment, and set date for the beginning of the guarantee period, forwarding all closing papers to the City.

cc. Reserved.

dd. Reserved.

ee. If the Construction Documents specifically require the CMAR to provide professional design services or certifications by a design professional related to delegated designs, systems, materials, and/or equipment to be constructed, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review shop drawings and other submittals related to the work designed or certified by the design professional retained by the CMAR that bear such professional's seal and signature when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals. However, for delegated designs, the Consultant shall review the documents of the DDP to confirm that the documents conform to the design intent and meet the written requirements provided as the basis of the design.

ff. The Consultant shall not approve or permit variations from the Construction Documents that affect the Project Budget or Project Schedule unless and until approved by the City's Representative in writing.

gg. The Consultant shall interpret and decide matters concerning the performance of the CMAR under the requirements of the Construction Documents on written request of either the City or CMAR. The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings.

hh. If required by the City, the Consultant shall render written decisions on all claims, disputes, or other matters in question between the City and CMAR relating to the execution or progress of the work as provided in the Construction Documents, provided all parties have provided information requested by Consultant in accordance with the CMAR's contract with the City. The Consultant's decisions on claims, disputes, or other matters, including those in question between the City and CMAR, shall be advisory only and shall be subject to the dispute resolution provision in the construction contract between the CMAR and the City.

ii. Cost Events, Contract Authorizations. Prepare Cost Event authorization requests and modifications to access contingencies as required, and have such documents properly executed and approved before authorizing work as approved by the City.

All modifications involving cost or time shall be documented in writing, describing changes to the scope of the work performed by the CMAR. After review, the Consultant's analysis for cost and time shall accompany its submittal to the City for approval. This written document shall be executed by the CMAR, Consultant, and City. The Consultant shall prepare authorization requests to access contingencies, and other directives to the CMAR's contract with the City with supporting drawings, sketches, and other documentation and data for the City's approval and execution in accordance with the Construction Documents. Each authorization request to access contingencies, Cost Events, or other modifications shall include the CMAR's detailed breakdown. No authorization request, substitution request, or modification request from the CMAR shall be reviewed or approved by the Consultant without detailed breakdowns of the time and cost requirements by the CMAR unless approved by the City's Representative in writing, or in an emergency that threatens life, property, safety, or health of the CMAR's forces or the public.

Submittal of a signed authorization request to access contingencies or Cost Event to the City shall be evidence that the Consultant has examined and analyzed the change and has found it to be in order and the cost reasonable. All modifications of the CMAR's contract with the City shall be reviewed and recommended by the Consultant for approval or denial as appropriate based on its evaluation of the critical nature of the change and the time and cost associated therewith.

The Consultant may authorize minor changes in the Construction Documents, not involving an adjustment in the Project cost for the CMAR, or an extension of the CMAR's contract time for completion, which is not inconsistent with the intent of the Construction Documents. Upon authorizing any minor change in the Construction Documents the Consultant shall simultaneously provide immediate written notice to the City.

jj. As outlined in Sections 1.12.aa and 1.12.bb above, the Consultant shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the City for the City's review and record written warranties and related documents required by the Construction Documents and assembled by the CMAR, and shall certify a final application for payment for construction upon compliance with the requirements of the Construction Documents. The Consultant shall advise the City on the adequacy of warranties and guarantees submitted, and on compliance with the Construction Documents for construction. Consultant shall submit timely written reports of all inspections or job site visits to the City.

kk. The Consultant, upon completion of established milestones set forth in the CMAR construction contract, shall compute the total time for completion as allowed in the CMAR contract, plus any time extensions granted, and determine the number of days, if any, for which the CMAR appears liable for liquidated damages. The Consultant shall notify the CMAR of any final assessments for liquidated damages and allow the CMAR time to respond thereto.

ll. The Construction Documents submittals shall, at a minimum, satisfy the requirements listed herein and shall address all of the following criteria listed below, as appropriate to the current level of Project development, unless otherwise agreed to in writing by the City:

#### GENERAL

- 1) Complete index of drawings.
- 2) Vicinity plan.
- 3) Building Code Summary.
- 4) Life safety plans.
- 5) Energy data.
- 6) Accessibility summary.
- 7) U.L. detail lists.

#### CIVIL

- 1) Site plan indicating major site development such as relationship to streets, driveways, paving, planting areas, paved parking lots, on-site utilities, proposed off-site utility improvements, and meeting the requirements of the City of Raleigh Code for Site Plan Approval submittal.
- 2) A copy of the site survey
- 3) Site plan satisfactory for site plan approval.
- 4) Site demolition plan(s).
- 5) Erosion control plans.
- 6) Grading plans.
- 7) Site utility plans. This shall also include all communication, data, gas, water, sewer, stormwater, electrical, and other utilities coordination required for a complete Project.
- 8) Storm drainage plan, details, and schedule.
- 9) Paving plans and details.
- 10) Design and evaluation of systems to obtain LEED credits in support of the client's desire for LEED Silver certification, or other rating system.
- 11) LEED template preparation and submittal in support of the client's desire for LEED Silver certification, or other rating system.
- 12) Details as necessary to convey system information to others.

#### LANDSCAPING

- 1) Landscape architect shall work with the Consultant to develop a coordinated concept for all landscaping.
- 2) Staking plans, tree conservation plan.
- 3) Landscaping plans and details, plant schedule.
- 4) Details as necessary to convey system information to others.
- 5) Assist in developing cost estimates for landscape work.
- 6) Design and evaluation of systems to obtain LEED credits in support of the client's desire for LEED Silver certification, or other rating system.
- 7) LEED template preparation and submittal in support of the client's desire for LEED Silver certification, or other rating system.

## ARCHITECTURAL

- 1) Gross and net area calculations tabulated.
- 2) Program revisions describing indicating space allocations as shown on the drawings for the Project.
- 3) Demolition plans if required.
- 4) Key plans with final room numbers as approved by the City.
- 5) Life safety plans showing all firewalls and egress calculations.
- 6) Floor plans (at 1/8" scale) with final room locations including all openings.
- 7) Roof plan (at 1/8" scale) indicating structural slope, drainage areas, and drain locations and penetrations.
- 8) Critical sections and details identified and drawn.
- 9) Kitchen layout and equipment schedule, if required.
- 10) Exterior elevations with control joints located.
- 11) Enlarged toilet room layout with fixtures and dimensions.
- 12) Toilet room elevations.
- 13) Reflected ceiling plan with fixtures located and ceiling height identified. Reflected ceiling development shall show at a minimum, the ceiling grid and all devices which penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).
- 14) Bulkhead and lintel details.
- 15) Finish plan and schedule and finish schedule identifying all finishes.
- 16) Door and hardware schedule, elevations, and head and jamb details.
- 17) Masonry details.
- 18) Roof details.
- 19) Stair details.
- 20) Elevator and escalator sections and details.
- 21) Furniture layouts and quantities.
- 22) Casework elevations.
- 23) Design and evaluation of systems to obtain LEED credits in support of the client's desire for LEED Silver certification, or other rating system.
- 24) LEED template preparation and submittal in support of the client's desire for LEED Silver certification, or other rating system.
- 25) Wall sections showing final dimensional relationships, materials, and component relationships.
- 26) Identification of all fixed and loose equipment, furniture, furnishings, and storage areas as specified on plans.
- 27) Legend showing all symbols used on drawings.
- 28) Specifications describing all systems and materials.
- 29) Building elevations, all four views.
- 30) Details as necessary to convey system information to others.

## STRUCTURAL

- 1) Demolition plans.
- 2) Foundation plans and details.
- 3) Reinforcing steel plans.
- 4) Structural steel plans.
- 5) Scaled Plan drawings with all structural Members located and sized.
- 6) Specifications describing all systems and materials.
- 7) Foundation, beam, column, and connection schedules.
- 8) Details as necessary to convey system information to others.

## MECHANICAL

- 1) Demolition plan.

- 2) Below-floor and above-ceiling and mechanical room layouts. Verify all mechanical, plumbing, electrical, and fire protection systems fit in available spaces and that no conflicts exist with the structural systems.
- 3) Ductwork and piping located and sized.
- 4) Equipment schedules.
- 5) Mechanical room enlarged plans and sections.
- 6) Schematic control diagrams.
- 7) Mechanical details.
- 8) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- 9) Major mechanical equipment scheduled indicating size and capacity.
- 10) Ductwork and piping are substantially located and sized.
- 11) Devices in ceiling located.
- 12) Legend showing all symbols used on drawings.
- 13) Specifications describing all systems and materials.
- 14) Design and evaluation of systems to obtain LEED credits in support of the client's desire for LEED Silver certification, or other rating system.
- 15) LEED template preparation and submittal in support of the client's desire for LEED Silver certification, or other rating system.
- 16) Details as necessary to convey system information to others.
- 17) Completed Life Cycle Cost Analysis (LCCA) and energy model.

## PLUMBING

- 1) Demolition plan.
- 2) Fixture schedule
- 3) Plumbing plans
- 4) Enlarged toilet room plans.
- 5) Riser diagrams for waste and vent, water, storm drainage, and gas
- 6) Plumbing site plan
- 7) Plumbing details
- 8) Piping, fixtures, and equipment substantially located and sized.
- 9) Specifications describing all systems and materials.
- 10) Design and evaluation of systems to obtain LEED credits in support of the client's desire for LEED Silver certification.
- 11) LEED template preparation and submittal in support of the client's desire for LEED Silver certification
- 12) Details as necessary to convey system information to others.

## ELECTRICAL

- 1) All power-consuming equipment and load characteristics.
- 2) Total electric load calculation.
- 3) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- 4) Electrical site plan with lighting design coordinated with local utility provider.
- 5) Specifications describing all systems and materials.
- 6) Lighting, power, telecommunications, data, and office automation devices and receptacles are shown in the plan.
- 7) One-line diagram of specialized electrical systems (fire alarm, smoke detection, emergency lighting, paging, intercom, voice/data) showing the location of control equipment/panels and devices.
- 8) Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.
- 9) Final light fixture schedule.



- 10) Demolition plan if required.
- 11) Fixture schedule(s).
- 12) Power plan with panels located and identified.
- 13) Lighting plan.
- 14) Lightning protection for electrical systems, grounding systems, and surge protection systems for equipment and devices.
- 15) Plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, and security.
- 16) Riser diagrams for all systems.
- 17) Panel schedule(s).
- 18) Design and evaluation of systems to obtain LEED credits in support of the client's desire for LEED Silver certification.
- 19) LEED template preparation and submittal in support of the client's desire for LEED Silver certification.
- 20) Details as necessary to convey system information to others.
- 21) Completed Life Cycle Cost Analysis (LCCA).
- 22) Completed energy model.

#### SPECIAL COMMUNICATIONS

- 1) Emergency Notification System – Provide either a standalone system or a system integrated into the fire detection and alarm system, The speaker system shall be intelligible and shall be capable of being operable from several building floor locations in addition to a central control panel. The system shall be capable of playing pre-recorded messages or individual instruction.
- 2) Public Address System – Provide an all-channel paging, consisting of a paging microphone, push-to-talk switch paging amplifier, and one or more paging relays, shall be provided. Separate paging zones shall be provided for the administrative offices, general office areas, storage areas, mechanical areas, parking lots, and exterior secured areas. In multi-floor facilities, further zoning may be required.
- 3) Other special communications requirements.

#### SIGNAGE AND GRAPHICS

- 1) Sign placement plan and message schedule.
- 2) Details as necessary to convey system information to others.

#### FIRE PROTECTION

- 1) Demolition plan if required.
- 2) Provide flow test information.
- 3) Fire protection plan with location of all hose and valve cabinets identified.
- 4) Fire protection design calculations.
- 5) Specifications describing all systems and materials.
- 6) Drawings showing detailed development of fire protection sprinkler system components and pumping equipment.

#### SPECIFICATIONS

Complete Documents - The project manual shall be complete and contain all the required, technical specification sections as necessary to convey complete permit and construction requirements. Specifications shall incorporate any City provided specification topics. Specifications shall be inclusive of warranty requirements, training requirements, and all testing requirements. Division One of the specifications shall include warranty, testing, and training tables summaries.

#### **1.14 Post-Construction Phase (Close-out through Construction Warranty Period)**

The Post–Construction Phase will begin with the final completion of the Project and shall run through the completion of the CMAR construction contract warranty. The Consultant shall participate in periodic warranty inspections as needed, or based on the City's request or notice of warranty issues, and a final warranty inspection of the Project with the CMAR and City no later than thirty (30) days prior to the expiration of the warranty period to verify identification, completion, and correction of all items associated with the construction work and warranty repairs performed on the Project. A final report shall be provided to the City upon completion of the correction of all warranty repairs for the Project.

a. The Consultant shall provide Basic Services through the closeout of the Project and will review and approve for completeness written guarantees, affidavits, manuals and instructions for operations, and other required closing papers assembled by the CMAR and forward them to the City.

b. Upon final completion of the Project, the Consultant shall correct, or have corrected, the final as-built record drawings to conform to the Project as finally constructed, and shall deliver to the City corrected as-built record drawings in electronic and hard copy. A final set of prints shall be given to the City within thirty (30) days of the issuance of the CMAR's final construction payment application and prior to the Consultant's final construction period payment.

c. Consultant shall provide the City with electronic media containing all plans, specifications, all requests for information or interpretation and responses, and other data pertinent to the Project as requested by the City, (a) compatible with the most recent version of AUTOCAD (.dwg format) containing architectural layout, site and Construction Documents and drawings at Project completion including record drawings and (b) containing all documents and forms compatible with Microsoft WORD, Microsoft EXCEL, or Adobe Acrobat.

d. Consultant shall provide the City a signed and sealed certification of the Project as follows: "Inspections for substantial completion and final completion have been conducted with the degree and care and professional skill and judgment ordinarily exercised by an (Insert Name Of Profession) and to the best of my knowledge the CMAR has fulfilled the obligations of such plans, specifications and contract, for the Project, City of Raleigh (Insert Project Name) as of this date: (Insert Date)."

e. The Consultant shall provide Basic Services through the warranty and final commissioning of the Project and promptly respond to requests for assistance from the City with warranty issues, assisting the CMAR by providing review, inspection, and documentation and resolution continuously until resolved and repairs are made. The Consultant shall provide participation in commissioning in support of the CMAR and warranties for all claims as necessary. The Consultant shall cooperate with and assist the City in handling all claims under warranties.

f. Reserved.

g. The Consultant shall actively participate in the commissioning process during the warranty period shall attend commissioning events and provide technical expertise, data, and knowledge as requested by the City, and provide coordination services with the CMAR. Consultant shall provide clarification of any design intent questions raised by the commissioning team, attend and actively participate in any commissioning meetings, and verify operational and maintenance issues for equipment and systems.

## **1.15 Schedule/Time of Performance**

The Consultant's services shall be performed as expeditiously as is consistent with the professional skill and care, and the orderly progress of the Project. Time limits established by the Project Schedule approved by the City shall not, except for reasonable cause, be exceeded by the Consultant or the City. The Consultant

shall begin work no later than ten (10) days from the notice to proceed by the City, and work shall be completed by the schedule as outlined, unless such time is extended in writing by mutual agreement of the parties. The preliminary Project Schedule (design development, construction documents, permitting, bidding, award, construction, post-construction phases, etc.) for the completion of the Project shall follow the scheduled milestones as follows:

### **Preliminary Project Schedule Milestones**

<b>ITEM</b>	<b>DATE (Estimated duration is in weeks)</b>
Start of Contract	Contract execution – Notice to Proceed (“NTP”)
Item 1 – Completion of Programming Phase	DATE:      Weeks from NTP
Item 2 – Completion of Schematic Design Phase	DATE:      Weeks from NTP
Item 3 – Completion of Design Development Phase	DATE:      Weeks from NTP
Item 4 – Completion of Construction Documents and Permitting Phase	DATE:      Weeks from NTP
Item 5 – Completion of Bidding Phase	DATE:      Weeks from NTP
Item 6 – Award Phase and NTP for Start of Construction Phase	DATE:      Weeks from NTP for Construction Contract
Item 7 – Completion of Construction Phase (estimated at 36 months) including the release of early packages	DATE:      Weeks from NTP for Construction Contract (actual based on Construction contract duration)
Item 8 – Completion of 1-Year Construction	DATE:      Weeks from NTP for
Warranty Phase	Construction Contract (actual based on construction contract duration)
NOTE: The construction phase start is a projected date. The construction phase start date is based on the anticipated completion of the design phase and the construction contract notice to proceed date. The final construction phase and warranty phase start, and duration will be established by the actual duration in the construction contract and the date of the actual construction NTP. Please note that there may be early delivery packages, which may result in staggered warranty periods within the full project contract duration.	

It is the responsibility of the Consultant to maintain the Project Schedule as established for related services. If for any reason it appears any phase of the Consultant’s work will be delayed, the Consultant shall notify the City, in writing, prior to the due date of that phase with an explanation of the reason(s) for the delay. If the delay(s) are approved by the City Representative, the schedule will be modified.

END OF APPENDIX VII