

Ship To

TOWN OF APEX  
PUBLIC WORKS ADMINISTRATION  
105-B UPCHURCH ST.  
Apex, NC 27502

Bill To

TOWN OF APEX  
ACCOUNTS PAYABLE  
PO BOX 250  
APEX, NC 27502

**Purchase Order**  
No. 2019-00001007

DATE 04/03/2019

VENDOR NO. 7503

Vendor

HOBBS ARCHITECTS  
PO BOX 1457  
PITTSBORO, NC 27312



PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

**DELIVER BY**  
**FREIGHT TERMS**

PAGE 1 of 1

ORIGINATOR: Steve Maynard

## REFERENCE #

QTY	UNIT	DESCRIPTION	VENDOR PART #	UNIT COST	TOTAL COST
170,136.00	Each	Professional Services - BIP RENOVATION AND ADDITION 10-5900 44600 - Professional Services 170,136.00		1.0000	\$170,136.00

Purchase Order terms and conditions: <http://www.apexnc.org/terms>.

SUBTOTAL \$170,136.00

SALES TAX \$0.00

TOTAL DUE \$170,136.00

Special Instructions

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT. Purchasing Agent: Steve Maynard

## CONTRACT ROUTING CONTROL SHEET

Routing Order: (1) Department Director, (2) Purchasing and Contract Manager (3) Legal,  
(4) Risk Manager, (5) Vendor for Signature (6) Finance Director, (7) Town Clerk, (8) Town Council/Town Manager

### EVERY SECTION MUST BE COMPLETED

<b>DEPARTMENT: Administration</b>	
Department Contact Person for Contract: <u>Dennis Brown</u> Extension: <u>3535</u> Contractor/Vendor Name and address: <u>Hobbs Architects, 159 West Salisbury Street, Pittsboro, NC 27312</u> Contractor/Vendor Phone: <u>919.545.2004</u> Contractor/Vendor Contact Person: <u>Taylor Hobbs</u> Purpose of Contract: <u>Architectural services for Permitting and Inspections Renovation</u> Amount: <u>\$170,136.00</u> Budget Code: <u>10 5900 44600</u> Type of Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> Amendment Exhibits/Attachments included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
Department Director's Signature: <u>Dennis Brown</u> Date: <u>4/2/2019</u> <i>All Contracts should be sent to the Purchasing and Contract Manager (Steve Maynard). Steve will determine whether the contract will need to go to the Legal Department for review or not.</i>	
<b>LEGAL</b>	
Reviewed by: <u>Brian Meyer</u> Date: Click here to enter a date. Comments: <u>Changed paragraph 9 and added Ownership paragraph</u> <input checked="" type="checkbox"/> Town Council approval required <input checked="" type="checkbox"/> Town Manager authorized to approve <input type="checkbox"/> N/A – Purchasing and Contract Manager to forward <input type="checkbox"/> Other Approvals required/permitted: Click here to enter text.	
<b>RISK MANAGER</b>	
Reviewed by and approved: Click here to enter text. Date: <u>4/10/2019</u> <input checked="" type="checkbox"/> N/A – Purchasing and Contract Manager to forward <input checked="" type="checkbox"/> Insurance specifications meet requirements. <input type="checkbox"/> Insurance specifications have been revised. <input type="checkbox"/> A pre-project safety review between the contractor and contracting department is required. <i>Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director Obtain a copy of Certificate of Insurance that includes the proper coverage and shows the Town as an additional insured</i>	
<b>FINANCE DIRECTOR</b>	
<input checked="" type="checkbox"/> Sufficient funds are available in the proper category to pay for this expenditure. <input type="checkbox"/> This contract is conditioned upon appropriation by the Town Council of sufficient funds. <input type="checkbox"/> A budget amendment is necessary before this agreement is approved. <input type="checkbox"/> A budget amendment is attached as required for approval of this agreement. Finance Director: <u>[Signature]</u> Date: <u>4/11/2015</u>	
<b>TOWN CLERK</b>	
Date Received: <u>4/16/2019</u> Signed by Contractor: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO--Return to Department Council Action Required: <input type="checkbox"/> YES <input type="checkbox"/> NO – forward to Town Manager Agenda Date: <u>    </u> / <u>    </u> /20 <u>    </u> Approved by Council: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>TOWN MANAGER</b>	
This document has been reviewed and approval is recommended by the Town Manager. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Town Manager: <u>[Signature]</u> Date: <u>04/17/2019</u>	
After approval and signatures, contract will be sent to the Purchasing and Contracts Manager who will return it to the Department Contact Person for Department to administer. <input type="checkbox"/> Scan signed contract to Department contracts folder (include Routing Sheet and copy of Certificate of Insurance)	

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

PURCHASE ORDER # 2019-1007  
STANDARD DESIGN SERVICES CONTRACT

THIS AGREEMENT is entered into this 14 day of April 2019 by and between, Hobbs Architects, P.A., a North Carolina corporation with its principal business offices located at 159 West Salisbury Street, (PO Box 1457), Pittsboro, NC 27312 (the "Architect"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Architect may collectively be referred to as "Parties" hereinafter.

**WITNESSETH:**

WHEREAS, the Town is engaged in the utilization and operation of Town buildings and facilities which from time to time require design, revision, engineering, evaluation, surveying, testing, architectural services and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others are at times needed by the Town for the services as described above; and

WHEREAS, Architect provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, the Town has announced the requirements for said services and selected Architect in accordance with the criteria and procedure provided in N.C.G.S. 143.64.31.

NOW THEREFORE, the Town and the Architect, for the consideration stated herein, agree as follows:

**1. SCOPE OF SERVICES.**

The Architect agrees to perform for the Town the following services: Site, Space and Building Programming and Planning, including the design, bidding, and contract administration services for the renovation and addition of the Town of Apex Permitting and Inspections Facility Renovation and Addition to property located at 322 N. Mason Street, Apex, NC 27502. More specifically Architect shall perform the services as detailed in the attached "Standard Design Services Scope Of Work: The Town of Apex Permitting and Inspections Facility Renovation and Addition" dated April 1, 2019 (hereinafter "Scope") which is hereby incorporated into this Agreement as if fully set forth herein.

In the event of a conflict between the terms of the attached Scope and this Agreement, this Agreement shall control.

**2. SPECIFICATIONS.**

Architect shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

### **3. TIME OF COMMENCEMENT AND COMPLETION.**

Architect shall commence the work required in this contract no later than 20 days after the date of execution of this Agreement, and the Architect shall complete entire work no later than 4/15/2019. Additionally, Architect shall perform in accordance with the individual timelines provided in "Payment Schedule for architectural and engineering services, Section C" of the Scope. If Architect has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Contract must be agreed to in writing by the Town and the Architect.

### **4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Architect the total sum of \$ 170,136.00. This fee is fixed based on the breadth of the Scope that has been determined and includes a base fee of \$160,636.00 and the additional design services fee of \$9,500.00 for Additional Design Services as defined and described in the Scope. In the event the Town requests, prior to performance, that any services shown in the Scope not be performed, those associated costs will be removed from the total sum. If the Town requests services that are beyond the parameters of those outlined in the Scope and the Architect agrees to provide those services, the services may be provided through a fixed fee arrangement agreed to in writing by the Parties. Prior to being performed any such additional services shall be agreed to by the Parties in writing through an amendment and will be governed by the terms of this Agreement. Architect shall bill the Town based on the percentage of completed design work at the time of billing. Invoices from Architect for services performed shall be paid by the Town within thirty (30) days from receipt of invoice. Town has the right to require the Architect to produce for inspection all of Architect's records and charges to verify the accuracy of all invoices. Town shall pay Architect's invoices at times set forth above unless a bona fide dispute exists between Town and Architect concerning the accuracy of said invoice or the services covered thereby.

### **5. INDEMNIFICATION.**

To the extent permitted by law, the Architect agrees to indemnify and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Architect.

### **6. APPLICABILITY OF LAWS AND REGULATIONS.**

The Architect shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

## **7. E-VERIFY COMPLIANCE.**

The Architect shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Architect shall require all of the Architect's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

## **8. QUALITY AND WORKMANSHIP.**

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

## **9. INSURANCE.**

The Architect shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$500,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the Architect's insurance shall be primary and non-contributory to other insurance. Additionally, the Architect shall maintain professional liability insurance in the minimum amount of \$1,000,000 and maintain and show proof of workers' compensation insurance, and employer's liability insurance in the minimum amount of \$1,000,000. The Architect shall provide notice of cancellation, non-renewal or reduction in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Architect to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

## **10. PRE-PROJECT SAFETY REVIEW MEETING.**

When specified by the Safety and Risk Manager, the General Contractor will be required to attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work. Architect hereby agrees to attend this meeting if requested by Town.

## **11. DEFAULT.**

In the event of substantial failure by either Party to perform in accordance with the terms of this Agreement, the non-defaulting Party shall have the right to terminate this Agreement upon seven (7) days written notice. In the event of termination, Architect shall have neither the obligation nor the right to perform further services under this Agreement.

## **12. OWNERSHIP OF DOCUMENTS.**

All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this Agreement shall become the property of the Town and may be used on any other design or construction without additional compensation to the Architect. The use of the design, including specifications, by any person or entity, for the purpose other than as set forth in this Agreement, shall be at the full risk of such person or entity and the Architect shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use. The Parties acknowledge

and agree that nothing in this section shall limit the ownership rights, access, or use of the above referenced works by the Architect.

### **13. TERMINATION FOR CONVENIENCE.**

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Architect. Architect shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Architect for all services satisfactorily performed.

### **14. NOTICE.**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO ARCHITECT:

Hobbs Architects, P. A.  
159 West Salisbury Street  
Pittsboro, NC 27312  
thobbs@hobbsarchitects.com

TO TOWN: Town of Apex

Attention: Dennis Brown  
PO Box 250  
Apex, NC 27502  
Dennis.Brown@apexnc.org

### **15. DELAY BEYOND THE CONTROL OF THE PARTIES.**

Neither Architect nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

### **16. NONWAIVER FOR BREACH.**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

### **17. CONSTRUCTION.**

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

### **18. NO REPRESENTATIONS.**

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.



## **19. SEVERABILITY.**

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

## **20. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

## **21. MODIFICATION.**

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

## **22. BINDING EFFECT.**

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

## **23. ASSIGNMENT.**

Architect shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Architect from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Architect in the performance of services rendered.

## **24. INDEPENDENT CONTRACTOR.**

Architect is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Architect shall be wholly responsible for the methods, means and techniques of performance during the design phases listed in the Scope.

## **25. NON-APPROPRIATION.**

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town. In the event of termination pursuant to this Section, Town shall pay Architect for all services satisfactorily performed in accordance with this Agreement through the date of termination.

## **26. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60**

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on

the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Architect hereby certifies that the Architect is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Architect will not utilize any subcontractors found on the Final Divestment List.

## 27. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 16 day of April, 2019.

**Architect**

Name: Hobbs Architects, PA

Name of Architect (type or print)

By: [Signature]

(Signature)

Title: President

Attest: [Signature]

(Secretary, if a corporation)

**Town of Apex**

[Signature]  
Town Manager

Attest: [Signature]

Town Clerk

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

[Signature]  
Finance Director







# Hobbs Architects, P.A.

159 West Salisbury Street P.O. Box 1457  
Pittsboro, North Carolina 27312

919.545.2004 voice  
919.545.9002 fax

## **STANDARD DESIGN SERVICES SCOPE OF WORK:**

**April 1, 2019**

### **The Town of Apex Permitting and Inspections Facility Renovation and Addition**

The work in this proposal includes design services for the renovation of an existing +/- 3,000 SF building and a new +/- 3,000 SF addition, with site improvements, for a building for the Town of Apex Permitting and Inspections Department. The work in this proposal will be based on the Pre-Design Report previously submitted to the Town and includes only work shown on the parcel at 322 N. Mason Street in Apex, NC. The work will be bid as conventional single prime construction for the site and building packages. The estimated construction budget in the Pre-Design report for this project is \$1,544,574.00.

In the Pre-Design Study an Annual Inflation factor of 4% was included in the construction & overall budget to address expected inflation costs in the design phases prior to bidding. To accommodate this, we recommend including an additional \$61,782.96 in the overall construction budget. See the budget summary from the Pre-Design Report for additional information.

The proposed Scope of Work includes design, bidding, and contract administration services of all project phases. Hobbs Architects, PA will provide professional architectural services required to complete the project. Design consultants include:

- |  |                    |
|--|--------------------|
| • P-M-E Engineering                          | EnTech Engineering |
| • Structural Engineering                     | Lynch Mykins       |
| • Civil Engineering / Landscape Architecture | CLH Design         |

## **Standard Design Services:**

### **A. Schematic Design (SD) Phase to include the following services:**

Based on approval of the Pre-Design Plans, proceed with the drawings required for the SD Phase

- Review and modify site plan and provide landscape architecture schemes based on approved pre-design site concept
- Review and modify floor plans based on the established program for the project
- Review plumbing, electrical, and heating & air conditioning concepts with Owner
- Revise floor plan designs and provide preliminary exterior building elevations of the major building facades
- Review floor plan designs and exterior elevations with Owner for final schematic drawings
- Develop projected SD construction budget
- Receive approval from Owner on the SD Phase

### **B. Design Development (DD) Phase to include the following:**

Based on approval of the SD Phase, proceed with the drawings required for DD Phase

- Coordinated building footprint with entrances, walks, utilities, grading, walkways and landscaping
- Floor plans to indicate door and room finish information
- Exterior elevations and preliminary building cross sections
- Typical wall sections indicating proposed construction materials
- General plumbing, mechanical and electrical information. Indicate types, sizes and locations of major equipment or devices



- Review information with Owner to finalize Design Development Phase
- Provide updated DD construction budget and identify potential Bid Alternates
- Receive approval from Owner on the Design Development Phase

**C. Construction Documents (CD) Phase to include the following:**

Based on approval of the Design Development Phase, proceed with the drawings and specifications (Construction Documents) as required for bidding the project and receiving approval for a building permit.

- Title/Code Sheet: Indicating building code information required by the local inspections department
- Civil/site drawings
- Landscape drawings as dictated by budget
- Structural Drawings to include foundation, wall, & roof framing plans and ass. details
- Floor Plans with pertinent information including dimensions & notes
- Drawings with exterior elevations and building sections
- Drawings with wall sections indicating proposed construction details, materials, and building height
- Drawing with Reflected Ceiling Plans indicating ceiling layout plans coordinated with lights and HVAC equipment
- Drawings with Finish and Door Schedules
- Drawings with miscellaneous architectural details and notes
- Plumbing Engineering Drawings indicating plumbing fixture design layout, plumbing fixture schedules, details, notes, and associated information
- Heating, ventilation & air conditioning (Mechanical) engineering drawings indicating equipment & duct layout, duct sizes, equipment schedules, details, notes and associated information
- Electrical Engineering drawings indicating electrical equipment, layout, equipment and fixture schedules, details, notes, and associated information
- Interior Design including interior elevations, finish schedule and plans, casework details, and finishes specifications.
- Finalization of any Bid Alternates
- Assemble Specifications for inclusion into the Bid Document package as follows: Architectural, Civil, Landscape, Structural, Plumbing, Mechanical, Electrical Engineering, Fire Protection, and Landscape Architecture Specifications
- Provide updated CD cost estimate
- Receive approval from Owner on the Working Drawings Phase

**D. Bidding Phase:**

- Advertise RFQ for prequalification of bidders, if desired by Town of Apex
- Distribute Bid Document packages to qualified contractors
- Conduct Pre-Bid Conference at site with General Contractors to review Scope of Work
- Respond via Addenda to questions by General Contractors during Bidding Phase
- Receive, analyze, and make recommendations on bid results to the Owner
- Facilitate construction contract between Owner and Contractor



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### **E. Construction Phase:**

- Conduct Pre Construction Meeting
- Conduct Monthly Construction Meetings. Provide written report of meetings to Owner and General Contractor
- Provide the services of an interior designer to assist Owner in selection of colors and finishes
- Coordination with Owner's furniture designer, if needed
- Review material and equipment submittals from contractor
- Visit site as appropriate (weekly average) to observe construction in progress. Scope assumes construction of multiple projects will run concurrently, allowing for site visits to occur on the same day. Provide written reports of site visits and other significant correspondence related to the work. Distribute copies to Owner and General Contractor.
- Respond to questions by the General Contractor and Owner
- Review and forward approved Contractor's pay requests to Owner for payment
- Conduct Pre Final and Final Inspections
- Project Close-Out

### **Deliverables:**

- One Presentation to the Town of Apex Town Council
- Drawings and documents at Schematic, Design Development and Construction Documents Submittal Stages to the Town of Apex Permitting Department
- See Hobbs Architects, PA design consultants' Scope of Services included in this document for additional information / deliverables.
- Bid Documents prior to Bid. This does not include the printing or shipping costs associated with bid sets.
- Certified bid results and recommendations following bidding.
- Construction Contracts for execution by the contractor and Town of Apex.
- Correspondence and reports during Contract Administration Phase.
- Close out documents at the completion of the project as required by the Town of Apex.
- "Record Drawings and Specifications" (hard copy and scanned record drawings from the General Contractor).

### **Scope of Work does not include the following:**

- Identification or abatement of hazardous material at the existing building on site
- Subsurface investigation and/or site survey. Assistance will be provided to the Town of Apex in the appropriate selection for these services based on qualifications
- Environmental impact statements and environmental assessments
- Flood studies
- Wetland, stream, and stream buffer delineations or impact permitting
- Obtaining of any off-site permanent or temporary easements or rights-of way (location of necessary easements and rights-of-way will be located on drawings if necessary)
- Special Inspections Services
- Construction materials and compaction testing (will be required for this project under separate contract with testing agent)
- Payments for building or environmental permits, fees related to agency reviews
- Commissioning of building systems



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- Daylighting Consultant services
- Security Camera design (only providing wiring to various locations of building/site)
- Rezoning/Variance applications through the Town of Apex (may be provided on an hourly basis if needed)
- Special use applications
- Traffic and signal warrant studies or design
- Off-Site roadway improvement design or permitting
- Furniture systems design, procurement, or installation
- Sprinkler System
- Items listed in Hobbs Architects, PA design consultants' Scope of Services included in this document
- Reproduction of bid documents for contractors during bidding phases

## **Payment Schedule for architectural and engineering services:**

Fees will be billed on a percentage basis in accordance with the progress of the work but will not to exceed the total for each phase of the project.

### **A. Design Services:**

Fees for remainder of project are based on a percentage of the estimated construction budget of \$1,544,574.00. Should the allocated construction budget and design scope increase fees may need to adjust accordingly, and billings are based on the percentage of completed design work. For the scope of work listed in this document, the base design fee is proposed to be \$160,636.00, which is inclusive of all design consultants listed on page 1 of this document. The Owner has requested the additional design services outlined below under Potential Additional Design Services. The total additional fee associated for those services is \$ 9,500.00. The base design fee with additional design services is proposed to be \$170,136.00

### **Design Phase Percentages:**

• Schematic Design	15%	\$ 25,520.40
• Design Development	20%	\$ 34,027.20
• Construction Documents	35%	\$ 59,547.60
• Bidding	5%	\$ 8,506.80
• Construction Administration	20%	\$ 34,027.20
• Closeout	5%	\$ 8,506.80
<b>Total</b>		<b><u>\$170,136.00</u></b>

### **B. Additional Design Services included in Scope and Fee Above:**

- Parking Lot Lighting Design (led by EnTech Engineers)
- Voice/Data Design (led by EnTech Engineers)
- Security System Design (Card Reader / Camera systems, led by EnTech Engineers)
- Fire Alarm Design (not required by code, led by EnTech Engineers)
- Site Permits: (led by CLH Design)
  - Zoning/Site Plan/Construction Plan review by Town of Apex
  - Erosion Control Permit by NCDEQ Land Quality Section



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### C. Estimated Schedule

- |                                  |                  |
|----------------------------------|------------------|
| • <u>Contracts signed / NTP:</u> | TBD              |
| • <u>Schematic Design:</u>       | 1 month          |
| • <u>Design Development:</u>     | 2 months         |
| • <u>Construction Documents:</u> | 2-3 months       |
| • <u>Bid:</u>                    | 1 month          |
| • <u>Start Construction:</u>     | TBD              |
| • <u>End Construction:</u>       | <b>9 months*</b> |

*\*9 mo. Construction period estimated from Notice-To-Proceed for the General Contractor*

### Misc. Items that may impact the schedule:

- *Amendments to the Small-Town Character Overlay District – Performed by Town of Apex*
- *Additional Surveying*
- *Soil Borings and/or subsurface investigation*
- *Permitting Schedules*

### Signatures:

Taylor Hobbs, AIA, Hobbs Architects, PA

Date: 4-1-2019

Dennis Brown, Construction Project Manager  
Town of Apex

Date:

# CLH design, p.a.

400 Regency Forest Drive, Suite 120  
Cary, North Carolina 27518  
P: 919.319.6716  
www.clhdesignpa.com



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## Letter of Proposal

Date: March 14, 2019  
To: G. Taylor Hobbs, AIA – Hobbs Architects, PA  
From: Steven J. Miller, PE – CLH Design, PA  
Re: PROPOSAL FOR PROFESSIONAL DESIGN SERVICES  
APEX PERMITTING & INSPECTIONS FACILITY RELOCATION  
APEX, NC

Dear Taylor:

We are pleased to provide you with this proposal for site/civil design and construction phase services associated with the proposed building renovation/expansion and site improvements at 322 North Mason Street in Apex, NC.

We understand that the project scope consists of a 3,000-sf expansion and renovation of the existing 3,000-sf building on the site and general site improvements including development of a ±50-space parking lot, sidewalks and a bio-retention cell to detain and treat stormwater runoff from the new impervious surfaces. The site will be developed in general accordance with Option 1a from the 2019 Apex Inspections Relocation – Pre-Design Study by Hobbs Architects.

The existing driveway connection to N. Mason Street will be maintained and a new driveway is not proposed. New utility service connections from the building addition to the public mains in N. Mason Street may be needed.

The Pre-Design Study noted that the site was currently not located within the Small-Town Character Overlay District. However, the proposed development will require the site to be within that district. It is our understanding that necessary amendments to the District to encompass the site will be performed by Town of Apex staff and will not include services of the design team. Desired services of CLH associated with zoning changes or the modification of the Small-Town Character Overlay District limits will be considered as additional services.

Based on our understanding of the project as stated above, we propose the scope of services and fees outlined below.

### Scope of Services

1. Survey Conversion and Basic Site Investigation
  - Assist the architect in the preparation of a detailed checklist and survey limit sketch to identify a survey scope of work for use by the Owner in obtaining surveying proposals.
  - Review the boundary and topographic survey for completeness and convert the survey into useable base information for design. (AutoCAD format)



- Investigate physical and ordinance driven restrictions on development through review of the site, survey and local and state development ordinances.
2. Construction Documents - Civil/Site/Landscaping Design - Perform site design and develop construction plans and specifications for site improvements based on the schematic site plan Option 1a from the Pre-Design Study. Our deliverables will consist generally of the following:

- Existing Conditions and Demolition Plan
- Staking Plan
- Grading and Drainage Plan
- Sediment and Erosion Control Plan
- Stormwater Management Plan

The project site is located within a Primary Watershed Protection Overlay District (Upper NW Tributary-Williams Creek basin) which will require addition effort regarding stormwater management analysis including a Stormwater Impact Statement evaluating potential impacts of stormwater runoff to downstream improvements.

- Planting Plan

Note: Irrigation design is not included in the scope but may be provided as an additional service.

- Site and Planting Construction Details
- On-Site Utility Plans (Water & Sewer Services Only)

It is assumed that domestic water and sewer will be served by the existing services serving the existing building or new services extended from adjacent public water and gravity sewer mains in N. Mason Street. It is assumed that the new expansion will not be equipped with a fire sprinkler system and extension of a fire main from an adjacent public water main will not be required. Design and permitting of off-site public utility main extensions are not included in this proposal.

Site lighting design is not included in this scope of services. It is assumed site lighting will be designed by the project's electrical engineering consultant or the local electric provider.

- Division 31-33 Technical Specifications.

3. Design Permitting - Process, submit and track required site development permits and approvals consisting of the following and make revisions as required by reviewing authorities:

- Zoning/Site Plan/Construction Plan review by Town of Apex.
- Erosion Control Permit by NCDEQ Land Quality Section

The following permits are not expected and are therefore excluded from this proposal:

NCDOT Driveway & Encroachment Permits  
Water System Extension Permit  
Sewer System Extension Permit  
Floodplain Permit  
Rezoning or Variance Approvals  
Wetland or Stream Impact Approvals

#### 4. Bidding & Construction Phase Services

- Provide recommended earthwork-related allowance quantities and unit price definitions (such as rock, unsuitable soil, etc.) to the architect for inclusion in the project's bidding documents.
- Provide an AutoCad drawing file of the site plans to the architect for transmission to potential bidders if desired.
- Attend the pre-construction conference.
- Respond to questions from bidders.
- Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
- Visit the site on a maximum of ten (10) occasions to attend pre-construction or construction related meetings; to observe construction activities during site work operations; and to perform punch list inspections. (We will not charge for any meetings resulting from errors or omissions on our part).
- Review Contractor payment requests and provide recommendations.
- Issue Record drawings based on as-built surveys provided by the Contractor.

The following expenses are considered reimbursable and are not included.

- All permitting fees and printing costs for permit submittals.

#### Existing Site Information

It is our understanding that a report of subsurface conditions (soil report) and a complete boundary, and topographic survey will be provided by the owner. The soil report will include site grading, compaction, and pavement design recommendations along with seasonal high-water table elevations and infiltration rates in the general location of the proposed stormwater control measures. The survey will be provided in AutoCAD format for use as a base map for design. In addition to all surface features, the site survey shall include the locations of all underground utilities.

#### Excluded Services

The following services, in addition to others indicated above, are excluded from the proposed Scope of Services:

- |   |  |
|---|--|
| ▪ Building Demolition and Asbestos Abatement Design or Permitting | ▪ Rainwater Reuse Design   |
| ▪ Construction Material & Compaction Testing                      | ▪ Rendered Images  |
| ▪ Easement Negotiations   | ▪ Retaining Wall/Structural Design   |
| ▪ Envir. Assessments or Impact Statements                         | ▪ Rezoning, Special Use or Variance Applications   |
| ▪ Flood Studies   | ▪ Separate Bid Packaging   |
| ▪ Gas / Fuel Facility Design                                      | ▪ Site Lighting Design   |
| ▪ Geotechnical Analysis   | ▪ Stream Buffer Impact Permitting  |
| ▪ Irrigation Design or Specifications                             | ▪ Surveying/Easement Mapping & Exhibits  |
| ▪ LEED Design and Documentation                                   | ▪ Termite Control Specifications   |
| ▪ Masonry Screen Wall Design                                      | ▪ Traffic Control Plans  |
| ▪ Monumental Signage Design                                       | ▪ Traffic Studies  |
| ▪ Off-Site Utility Extension Design                               | ▪ Wetland and Stream Buffer Delineation  |
| ▪ Public Hearings   | ▪ All other services not specifically included or reasonably inferred from this proposal |
| ▪ Public Road Improvement Design                                  |  |



March 18, 2019

Taylor Hobbs  
HOBBS Architects, PA  
159 W Salisbury Street  
Pittsboro, NC 27312

Re: Town of Apex Inspections Relocation and Addition  
LM Project No: R19.083

Dear Taylor,

We are pleased to offer the following proposal for structural engineering services in connection with the planned relocation and addition for the Town of Apex Inspections Department in Apex, NC.

The scope of services for this project includes complete structural design and construction documents for the renovation of the existing single story, approximately 3,000SF facility and the new single story, approximately 3,000SF addition. We understand that the existing building construction consists of load bearing masonry walls with wood roof trusses and a slab on grade. The proposed construction of the addition is expected to consist of load bearing concrete masonry walls with wood roof trusses and a slab on grade. For the purposes of this proposal, the following assumptions apply:

Raleigh HQ  
415 Hillsborough Street  
Suite 101  
Raleigh, NC  
27603

P: 919.782.1833

Virginia Beach  
5032 Rouse Drive  
Suite 200  
Virginia Beach, VA  
23462

P: 757.671.8626

Richmond  
1503 Santa Rosa Road  
Suite 210  
Richmond, VA  
23229

P: 804.346.3935

The new structure can be supported on shallow foundations.

The existing building is supported on shallow foundations.

The new building site is not in a flood hazard area.

We will receive a site-specific geotechnical report.

The seismic site class is 'D' or better.

Structural renovations within the existing building consist of the following:

- Slab-on-grade replacement for new underground plumbing and electrical work.
- New utility sleeves through and/or below existing foundations.
- Maximum of 3 new openings in the existing load bearing walls.
- New openings in the existing roof between existing trusses. Modification of existing trusses is not included.

- Overbuild trusses on the existing roof for tie-in of the new addition.
- No new mechanical units will be supported on the existing roof.

It is our understanding that this project will require a BIM Model. Lynch Mykins will provide a Level of Development 300 model as described in 2015 BimForum Level of Development Specification. In this level of development, only primary structural elements will be provided in the model. Secondary elements such as braces, kickers, joist bridging, base plates, gusset plates, connection angles etc. will not be modeled. Also stair stringers, treads, risers and stair landing framing will not be modeled. All elements whose final design will be provided by others are modeled for graphical purposes only. These include, but are not limited to, steel joists, prefabricated wood trusses, precast double tees etc. Critical interactions with these elements will not be possible until they are designed during the construction phase.

The scope of services does not include construction cost estimating or design of any structure outside of the main building footprint. This includes but is not limited to dumpster enclosures, exterior ramps, flag pole foundations, pools, fountains, non-structural walls, ceilings, and soffits.

The scope also does not include any services for Special Inspections except those documents required for permit issuance. The scope also does not include demolition drawings.



1071 N. Berkeley Blvd  
Goldsboro, NC 27534  
Office No. 919-778-9064

## Engineering Proposal

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To: Taylor Hobbs – Hobbs Architects, PA  
From: EnTech Engineering, PA (EnTech) Goldsboro, North Carolina  
Project: Interior Renovation & Addition for  
Apex Town Inspections  
Apex, North Carolina

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EnTech Proposal No.: P219016

Disciplines: Plumbing, Mechanical & Electrical

Proposal Date: March 14, 2019

Design Schedule: (As required by architect)

### Project Design Scope:

EnTech will provide plumbing, mechanical and electrical design services for the renovation of a 3,000 sf empty building and a 2,600 sf addition.

### Plumbing Systems Design includes the following:

- Fixture load demand table
- Fixtures & specialties selections
- Drain, waste and vent design (building drain piping to 10-ft outside)
- Domestic water backflow preventer selection & layout (when located in building)
- Domestic water distribution systems (building piping to 5-ft outside)
- Domestic water heaters selections
- Hot water recirculation system
- DWV riser diagram
- Water riser diagram

### Mechanical Systems Design includes the following:

- HVAC load calculations in accordance with ASHRAE energy & ventilation standards
- Cooling and heating systems (Price based on basic split systems)
- Air distribution selections
- Toilet exhaust systems
- Condensate piping layout & terminations
- Gas piping sizing table, layout and diagram

Electrical Systems Design includes the following:

- Electrical service sizing & layout
- NEC service load summary
- Receptacle and branch circuiting
- Voice/data system (see add price)
- Security system (see add price)
- Interior lighting and switching
- Exterior building mounted lighting
- Egress lighting
- Parking Lot Lighting (see add price)
- Fire alarm system (see add price)

Overall Design Package includes the following:

- Coordination with architect
- Written specifications
- Notes on the plans
- Energy report data provided on mechanical and electrical sheets (prescriptive method)
- Review drawings in electronic format
- Final drawings in electronic format
- Budget cost estimating for PME systems

Construction Administration includes the following: (see add price)

- Monthly meeting attendance (6 included)
- Shop Drawings and Submittals review
- RFI responses related to PME
- Site inspections (at underground rough-in, wall rough-in & above ceiling)
- Pre-Final Inspection and Punch List
- Final Inspection and Punch List
- HVAC Statement of Compliance
- Preparation of record drawings (legible contractor markups are required)

Design Alternates:

- Parking Lot Lighting Design – EnTech will provide design and specifications for parking lot lighting including lighting calculations, fixture selections and a complete layout.
- Voice/Data System Design – EnTech will provide specifications and infrastructure design including raceways & wiring, cable tray, equipment racks with patch panels and faceplates. The design does not include servers, switches, UPS, etc.
- Security System Design – EnTech will provide security system design and specifications for door access controls, security camera and central security rack. The system will be designed based on owner selected preferred vendor.
- Fire Alarm Design – EnTech will provide fire alarm design and specifications for a addressable system with a complete device layout, diagram and matrix.

Exclusions:

- BIM/Revit 3D design
- Site utilities design for all PME related items
- Specialty lighting selections
- Building facade lighting design
- Arc flash study
- Completion of utility electrical load form
- Redesign for project cost-cutting unless PME total bids exceed PME budget
- Redesign related to major changes in building construction or design after CD has begun
- Alternates for building or systems design other than as identified above





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GREG FOSTER 908 E ASH ST State Farm GOLDSBORO, NC 27530	<b>CONTACT NAME:</b> GREG FOSTER	<b>FAX:</b> (A/C No): 919-735-9987	
	<b>PHONE:</b> (A/C No, Ext): 919-735-9122	<b>E-MAIL:</b> GREG.FOSTER.BWKB@STATEFARM.COM	
<b>INSURED</b> HOBBS ARCHITECTS, PA PO BOX 1457 PITTSBORO, NC 27312	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: State Farm Fire and Casualty Company		25143
	INSURER B: State Farm Mutual Automobile Insurance Company		25174
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	93G584016	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4151089E1533	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
A	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	93G584028	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	93CVP7285	10/17/2018	10/17/2019	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**TOWN OF APEX  
ATTENTION: DENNIS BROWN  
PO BOX 250  
APEX, NC 27502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF APEX  
PUBLIC WORKS ADMINISTRATION  
105-B UPCHURCH ST.  
Apex, NC 27502

**Bill To** TOWN OF APEX  
ACCOUNTS PAYABLE  
PO BOX 250  
APEX, NC 27502

**Purchase Order**  
**No. 2019-00001007**

**DATE** 04/03/2019

**VENDOR NO. 7503**

# Vendor

HOBBS ARCHITECTS  
PO BOX 1457  
PITTSBORO, NC 27312



PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

**DELIVER BY  
FREIGHT TERMS**

PAGE 1 of 1

**ORIGINATOR:** Steve Maynard

**REFERENCE #**

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QTY	UNIT	DESCRIPTION	VENDOR PART #	UNIT COST	TOTAL COST
170,136.00	Each	Professional Services - BIP RENOVATION AND ADDITION 10-5900 44600 - Professional Services 170,136.00		1.0000	\$170,136.00
				SUBTOTAL	\$170,136.00
				SALES TAX	\$0.00
				TOTAL DUE	\$170,136.00

Purchase Order terms and conditions: <http://www.apexnc.org/terms>.

### Special Instructions

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT. Purchasing Agent: Steve Maynard