

TASK ORDER

This Task Order pertains to an Agreement by and between UNION COUNTY (“OWNER”), and C DESIGN INC (“ARCHITECT”), dated January 16, 2024, (“the Agreement”). ARCHITECT shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2024-01

RELATED RFQ NUMBER: 2023-070

PROJECT NAME: Jesse Helms Park Support Building

PART 1.0 PROJECT DESCRIPTION:

Design of a pre-engineered metal building and gravel access drive is based on the pre-proposal meeting and Owner provided preliminary site plan. The project is to design a 7,200 SF PEMB located at Jesse Helms Park, 3230 Presson Rd, Monroe, NC. Half will be enclosed as a warm-lit shell, the other half covered. Utilities will include water for hose bibs and eye wash, gas heat and electric power and lighting. Restrooms are excluded. The flooring will be traffic-rated concrete. The delivery method is expected to be Design-Bid-Build with a construction budget of \$560,000 as stipulated by the Owner. The professional fees are based on this cost. Basic Engineering Services for this project are included in this proposal and include Civil, Structural, Mechanical, Electrical, and Plumbing Design.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ARCHITECT ON THE PROJECT:

Refer to Architect’s Basic Architectural Services Proposal dated 02/13/2024 (the “Proposal”), attached hereto and incorporated herein by reference.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Refer to the Proposal.

PART 4.0 OWNER'S RESPONSIBILITIES:

Provide to Architect:

- Site Survey
- Geotechnical Exploration
- Program Requirements
- Front End Bid / General Requirements
- Access to the project Site

PART 5.0 PERIODS OF SERVICE:
Refer to the Proposal.

PART 6.0 PAYMENTS TO ARCHITECT:

1. Payment for Basic Services shall not exceed \$66,800 without written amendment hereto. Further details regarding payment for Basic Services may be found in the Proposal. The Architect will invoice monthly based on progression of the project.
2. Payment for Additional Services: N/A.
If Additional Services are required, the Architect will invoice monthly based on progression of the project.

PART 7.0 OTHER:

This Task Order is executed this _____.

UNION COUNTY,
NORTH CAROLINA

C DESIGN INC

By: _____

By: _____

Name: Brian W. Matthews

Name: L. Joseph Humphrey, AIA

Title: County Manager

Title: Civic & Education Market Leader | Principal

Address: 500 N. Main St.
Monroe, NC 28112

Address: 1000 West Morehead Street, Suite 170
Charlotte, NC 28208

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

Deputy Finance Officer

Approved as to Legal Form CAM



February 13, 2024

Francisco Soto, PE
Project Manager
General Services | Facilities Management
Union County
1407 Airport Rd
Monroe, NC 28110

Reference: **BASIC ARCHITECTURAL SERVICES PROPOSAL**
Jesse Helms Park Support Building
Monroe, North Carolina

Dear Mr. Soto:

C Design, the "Architect", would like to thank you for the opportunity to provide Basic Architectural Services to Union County, the "Owner". Below you will find the scope of services and the corresponding fees.

The project scope, design of a pre-engineered metal building and gravel access drive, is based on the pre-proposal meeting and Owner provided preliminary site plan, Exhibit A. The project is to design a 7,200 SF PEMB located at Jesse Helms Park, 3230 Presson Rd, Monroe, NC. Half will be enclosed as a warm-lit shell, the other half covered. Utilities will include water for hose bibs and eye wash, gas heat and electric power and lighting. Restrooms are excluded. The flooring will be traffic-rated concrete. The delivery method is expected to be Design-Bid-Build with a construction budget of \$560,000 as stipulated by the Owner. The professional fees herein are based on this cost. Basic Engineering Services for this project are included in this proposal and include Civil, Structural, Mechanical, Electrical, and Plumbing Design. This Proposal will supplement AIA Document B105 – 2017 Standard Short Form of Agreement Between Owner and Architect, or other mutually approved standard contract, which is supplemented by the attached "Special Terms & Conditions", Exhibit B, the Architect's hourly rate schedule, Exhibit C. The Architect's Scope and Fees for Basic Architectural Services are as follows:

SCOPE AND FEES FOR BASIC ARCHITECTURAL SERVICES

SCOPE

FEE

1. Schematic Design

\$ 11,000.00

- Up to one (1) site investigation visit
- Up to two (2) Owner coordination meetings
- Preliminary code review
- Review and confirm Owner's program
- Basic floor plan, reflected ceiling plan, & roof plan
- Basic exterior elevations & building sections
- Preliminary site plan
- Coordination with engineering team
- Cost estimate based on square footage costs
- Up to one (1) Owner review meeting

2. Design Development / Construction Documents

\$ 34,000.00

- Up to three (3) Owner coordination meetings
- Code Information data, assembly details and partition types
- Grading, drainage, erosion control and utility plans
- Structural foundation design based on assumed column loads
- Floor plan & reflected ceiling plan
- Building sections & elevations
- Door & finish schedules, legends, and details
- Mechanical layouts

- Sheet specifications
- One (1) Quality Control Review meeting
- Signed and sealed Architectural and Engineering documents

3. Permitting & Bidding \$ 5,000.00

- Submittal of documents to local authority for plan review
- Permitting process clarifications
- One (1) Pre-bid meeting
- Bidder RFI review and execution
- Addendums as required
- One (1) Bid opening meeting
- One (1) Bid review and tabulation

4. Contract Administration \$ 14,500.00

- Submittal review
- Contractor payment application review
- Contractor RFI review and execution
- Monthly Owner-Architect-Contractor meetings (up to 8)
- Bi-weekly site visits to observe and report compliance with Contract Documents
- Bulletins as required
- One (1) Substantial Completion inspection with punchlist

TOTAL BASIC ARCHITECTURAL SERVICES FEE =	\$64,500.00
<u>ESTIMATED REIMBURSABLE EXPENSES=</u>	<u>\$2,300.00</u>
TOTAL FEE=	\$66,800.00

* If the project is terminated at any time before Final Project Completion, the Owner shall compensate the Architect based on the Fees earned at the time of termination.

PROJECT TEAM AND FEE BREAKDOWN

Below outlines the fee breakdown for the disciplines participating in the project:

<u>Basic Architectural Services</u>		<u>\$64,500.00</u>
Architecture:	C Design	\$41,800.00
Civil & Structural Engineering:	Dewberry	\$15,500.00
Mechanical / Electrical / Plumbing Engineering:	Barrett Woodyard	\$7,200.00

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Fee for Basic Architectural Services, and include expenditures made by the Architect and its Consultants in the interest of the Project. Reimbursable expenses shall be billed to the Owner at 1.1 times the direct cost. The following is a list of reimbursable expenses.

- Reasonable and necessary expenses for reproduction, photography, long-distance phone calls, postage and handling, including general reproduction for office use of the Architect and its consultants.
- Expenses for local travel including mileage (at current IRS rate) and parking.

- Expenses for out-of-town transportation and lodging in connection with the Project – approved in advance by the Owner.

AVAILABLE ADDITIONAL SERVICES

Additional Services are available to the Owner and are provided by the Architect based on the attached the Architect's hourly rate schedule, Exhibit B, and the Engineer's hourly rate schedule, Exhibit C. These services, which are not covered under the Basic Architectural Services Proposal, will be provided if necessary and requested by the Owner. Generally, Additional Services deal with Owner /Contractor requested expansion to the scope of the project, or program changes and revisions required due to no fault of the Architect. All changes to the scope of the project must be signed, in writing, by both the Architect and the Owner before commencement of services. The following is a list of possible Additional Services, and it is not intended to be all-inclusive.

- Site Surveying
- Environmental Assessments
- Programming services
- Fire Protection Engineering
- Structural Engineering for a conventional steel frame (proposal includes design for PEMB)
- Structural Engineering for crane / hoist
- Septic System Design
- Landscape Architecture
- Rezoning services
- Artistic renderings
- Building Commissioning
- Design for conditioned storage building
- Design for inadequate sewer, water, gas, electric, infrastructure beyond 5'-0" outside of building.
- Additional Owner meetings
- Additional construction meetings
- Construction Administration Services beyond Scheduled Final Completion
- Bid – Alternates requiring significant design & documentation
- Owner design changes after completion of Schematic Design Phase
- Specialty Building Engineering systems design and specification
- Detailed cost estimating services
- Project Manual specifications
- Signage consultation and specification
- Telecommunications consultation and specification
- Special or Express Review with local code enforcement
- Design for toilets or restroom facilities
- Project delay greater than (30) Calendar Days
- LEED Certification Submittal Activities
- Value engineering services
- Multiple Bid or Drawing Packages
- Budget increase by more than 10%

ITEMS REQUIRED FROM OWNER

The Architect may require certain items from the Owner to successfully complete the Basic Architectural Design Services. These items are listed below and are not intended to be all-inclusive.

- Site Survey
- Geotechnical Exploration
- Program requirements
- Project schedule
- Front End Bid / General Requirements
- Access to the project site
- Meetings with Stakeholders

PRELIMINARY PROJECT SCHEDULE

Upon the Owner's notification to proceed with the Schematic Design Phase, the Architect will begin work.

<i>Phase</i>	<i>Duration</i>
Schematic Design	4 weeks
Design Development / Construction Documents	8 weeks
Owner Review & Approval	2 weeks
Permitting & Bidding	8-12 weeks
Contract Administration & Closeout	20 weeks

INVOICE & PAYMENT SCHEDULE

The Owner shall compensate the Architect based on the fees for each phase as stated above. Additional Services and Reimbursable Expenses will be billed monthly and hourly. Invoices are due upon receipt.

C Design is looking forward to a successful project with Union County, and we thank you for this opportunity.

Respectfully,

Approved by:

C DESIGN

UNION COUNTY

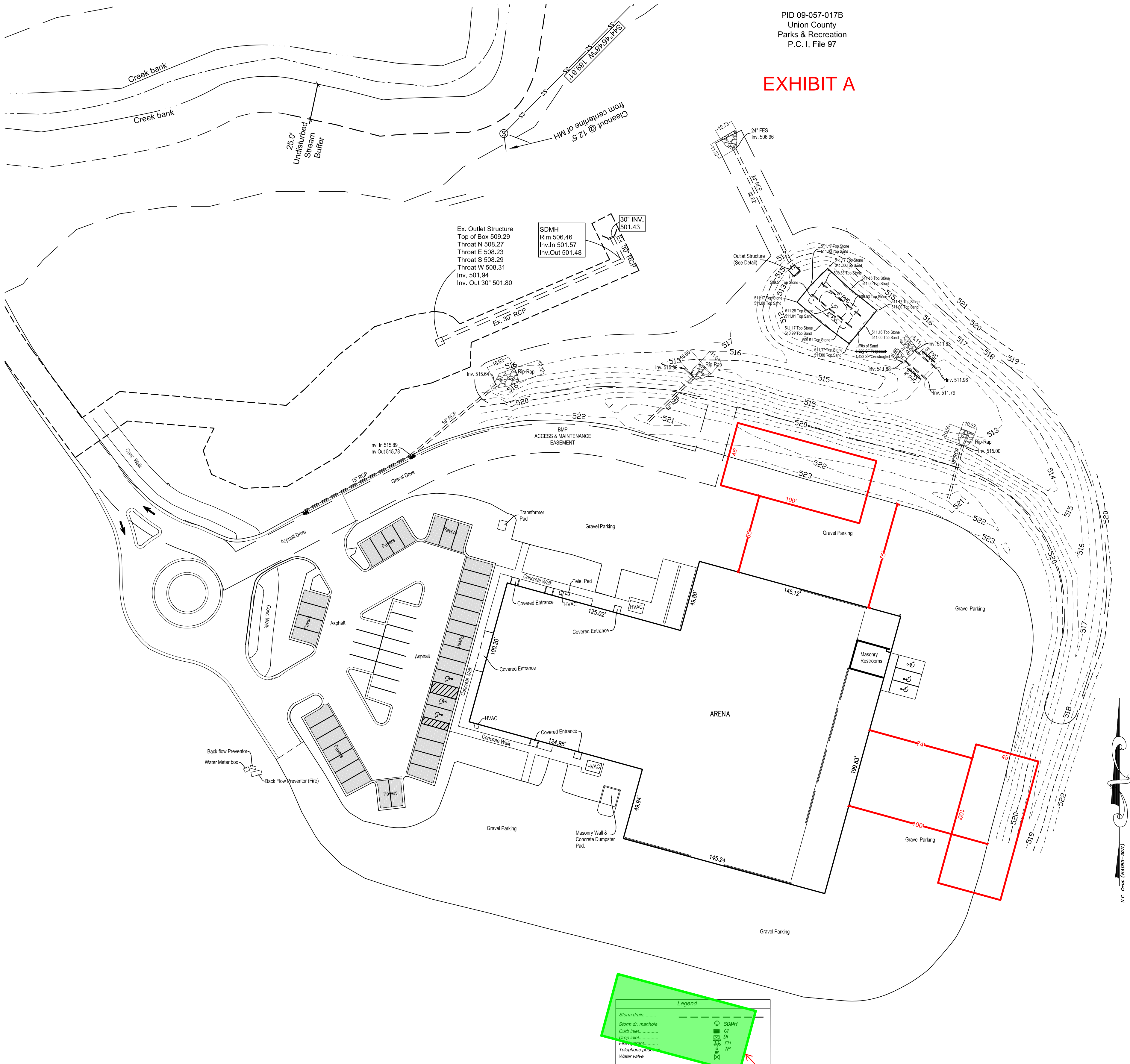


L. Joseph Humphrey AIA (Date)
Civic & Education Market Leader | Principal

02.13.2024

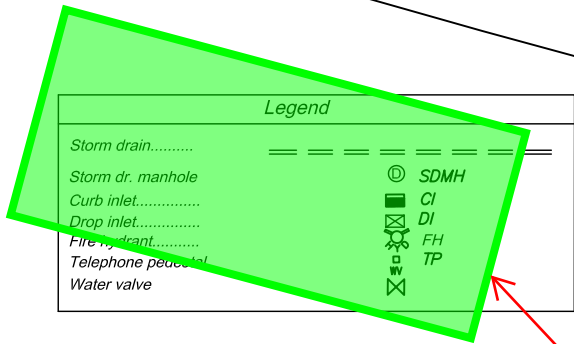
Francisco Soto, PE (Date)
Project Manager

CDI Project Number: 0604-0672.2/101



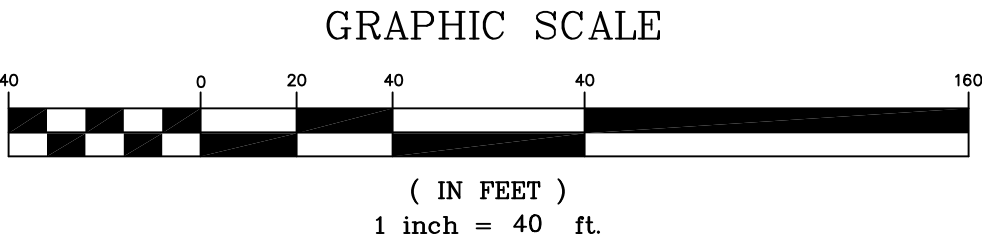
PID 09-057-017B
Union County
Parks & Recreation
P.C. I. File 97

EXHIBIT A



PEMB LOCATED
HERE

PID 09-063-002
Allison Smith
4346/702



NO.	DATE	BY	ISSUE

Union County Event Center

Attn.: Francisco Soto, PE
Union County Facilities
800 N. Main St.
Mooresville, NC 28122
Phone: 704-296-4255
Francisco.Soto@unioncountync.gov

LAWRENCE ASSOCIATES

105 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013 F 704-283-9035
www.lawrenceurveying.com
Firm License Number: C-2856



DESIGNED BY	CHECKED BY	DATE	SCALE
CDL	CDL	01/23/2023	1" = 40'
WML	JOB NUMBER	4023	

Exhibit B

Attachment to Standard Form of Agreement Between Owner and Architect Dated February 13, 2024

Special Terms and Conditions

1. Any construction estimates, if developed by the Architect, are only estimates of probable costs. Provided the Architect has performed in accordance with the standard of care set forth in paragraph 4.a below, the Architect shall not be required to redesign the project under this contract if the final bid price exceeds the preliminary construction cost estimate.
2. All site engineering, landscaping, utilities, P.O.D. preparation, etc., shall not be prepared by the Architect and are not included within the Scope of Services of this Agreement. The Architect shall not be required, in the scope of this contract, to attend zoning related meetings.
3. Acknowledgment of Risk
 - a. Professional services provided by the Architect and the Architect's consultants under this Agreement necessarily require the active participation of the Owner. It is the Owner's responsibility to establish, as may be reasonably necessary for the Architect to perform its services, goals and objectives for the project, to identify budgetary constraints, and to make key decisions involving trade-offs between time or cost and quality and, in some cases, between time or cost and economic risk. To facilitate such decision making, the Architect shall make investigations, conduct evaluations, and present alternatives to the Owner in accordance with the standard of care set forth in paragraph 4.a. below. Should the Owner desire more detailed investigations of alternatives, the Architect shall conduct such investigations, subject to the constraints of time and cost budgeted by the Owner for that purpose, as an Additional Service.
 - b. Where such decisions are made by the Owner and savings in time or cost realized as a result, the savings accrue to the benefit of the Owner. At the same time, responsibility for the trade-offs involved must be assumed by the Owner. In recognition thereof and notwithstanding anything to the contrary contained herein, it is understood and agreed that where the Owner makes a decision that is contrary to the recommendation of the Architect, then the Architect shall not be responsible for the consequences of any adverse impact on quality and any and all economic risks attributable to any such decision, so long as the Architect, in acting on any such decision, provides architectural services in accordance with the standard of care set forth in paragraph 4.a. below.
4. Standard of Care
 - a. Notwithstanding any other provisions of this Agreement, the parties agree that the Architect and its Consultants will be required to exercise that degree of care and skill ordinarily exercised at the time services are performed, under similar circumstances, by reputable members of their profession, practicing in the same or similar locality on projects of similar type and complexity (the common law

standard), recognizing that such standard does not require perfection and allows for some errors, omissions, conflicts, and ambiguities on the part of the Architect. No other warranty, stipulation of service or condition of performance set out elsewhere in this Agreement, expressed or implied, shall be construed to supersede, modify, or mitigate this understanding.

- b. Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall be construed:
1. To constitute a guarantee, warranty, or assurance, either expressed or implied, that the Architect's services will yield or accomplish a perfect outcome for the project; or
 2. To obligate the Architect to exercise professional skill or judgment greater than that required pursuant to paragraph 4.a. above; or
 3. As an assumption by the Architect of the liability of any other party; or
 4. To mean that the Architect shall be responsible for providing cost or budget estimates or that the Architect shall be held liable for any claims, liabilities, demands, losses, costs, or expenses that in any way relate to cost or budget estimates. Any review or evaluation of cost data, budgets or estimates by the Architect shall not be interpreted as the Architect's approval or ratification of such cost data, budgets, or estimates.

5. Original Buildings

- a. ^{*} ~~The Owner waives all claims for, and agrees to defend, indemnify, and hold the Architect and its consultants, agents, representatives, and employees harmless from and against any and all claims, losses, costs, expenses and causes of action, including attorney's fees, court costs and all other reasonable costs of defense, in any way arising out of the following matters (hereafter "claims"), whether or not contributed to by the negligence (including sole negligence) of the indemnities:~~
- Int_____
1. ~~Claims which are the result, in whole or in part, of deficiencies in the condition of the building existing prior to this agreement,~~

Int_____

 2. ~~Claims arising from the use of the above referenced design standard in the remedial work,~~

Int_____

 3. ~~Claims arising out of damage sustained by any portion of the building not redesigned, altered, or constructed pursuant to this agreement.~~

Int_____

b. ~~As to any claim not falling within the above categories, the Owner will indemnify the Architect and its Consultants unless the Owner establishes, by clear and convincing evidence that the negligence of the Architects and its Consultants, compared with the negligence of all other persons or parties, is greater than fifty percent (50%).~~

Int_____

c. ~~In all events, the Owner agrees to limit any claims against the Architect and its Consultants to the amount of available insurance, and to hold the Architect and its Consultants harmless for any claims in excess of such insurance.~~

Int_____

* Except for claims resulting from the negligence or willful misconduct of the Architect, or the Architects officers, employees, or agents, the

~~6. Hidden Conditions~~

- ~~a. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of the Architect and its Consultants, the Owner will hold harmless and indemnify the Architect and its Consultants for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.~~

Int_____

~~7. Special Consultant Services~~

- ~~a. Consultants hired by the Architect to conduct Site Surveying and Subsurface Investigations shall be considered Special Consultant Services that the Architect does not normally provide. If the Architect is doing so, it is for the convenience of the Owner. The Architect's fee is not intended to include the unique risks associated with such Special Consulting Services and only agrees to hire the Special Consultants under the following terms and conditions:~~

Int_____

- ~~1. The Owner's releases the Architect for all liability and responsibility for the Special Consultant's Services.~~
- ~~2. The Owner indemnifies the Architect for liability arising out of the acts, errors, and omissions of the Special Consultant.~~
- ~~3. Architect assigns any right of recovery against Special Consultants to Owner.~~
- ~~4. Owner's sole remedy for damages, claims or losses in connection with Special Consultant's Services is solely and directly against the Special Consultant.~~

Int_____

Int_____

Int_____

Int_____

EXHIBIT C



ARCHITECTURAL HOURLY RATES	2024
Principal	\$210
Market Leader	\$160
Sr. Project Architect	\$160
Architectural Designer	\$155
Project Architect	\$140
Interior Designer	\$120
Project Designer	\$115
Accounting	\$130
Marketing	\$120
Administrative	\$75

NOTE: These rates are subject to semi-annual Adjustments.
Changes in rates will not affect "agreed-to" fee maximums.