



Town of Carrboro

Town Hall
301 W. Main St.
Carrboro, NC 27510

Meeting Agenda Board of Aldermen



Tuesday, February 13, 2018

7:30 PM

Board Chambers - Room 110

7:30-7:35

A. POETRY READING, RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS

7:35-7:40

B. ANNOUNCEMENT OF UPCOMING MEETINGS

C. CONSENT AGENDA

7:40-10:15

D. WORK SESSION

1. [17-414](#) Presentation and Interviews with Design Team Respondents to Town
Request for Qualifications - 203 S. Greensboro Project

PURPOSE: The purpose of this item is to provide the Board with an opportunity to receive presentations from and interview two firms that responded to the Town's request for qualifications for professional architectural/engineering services, in advance of selecting the team determined to be most qualified to carry out these services.

Attachments: [Attachment A - RFQ for design services - final](#)
[Attachment B - Development Agreement Fully Executed 12-4-17](#)
[Attachment C - CRA-Response to RFQ](#)
[Attachment D - CRA-TEAM-RESPONSES-FEB-8](#)
[Attachment E - Perkins+Will--Response to RFQ](#)
[Attachment F - TownofCarborro FollowUp Questions](#)
[Attachment G - 203 S Greensboro Street Development Project Ordinance](#)

E. MATTERS BY BOARD MEMBERS

F. MATTERS BY TOWN MANAGER

G. MATTERS BY TOWN ATTORNEY

H. MATTERS BY TOWN CLERK

I. CLOSED SESSION PURSUANT TO NCGS 143-318.11 (a) (4) and (5)



Town of Carrboro

Town Hall
301 W. Main St.
Carrboro, NC 27510

Agenda Item Abstract

File Number:17-414

Agenda Date: 2/13/2018

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Presentation and Interviews with Design Team Respondents to Town Request for Qualifications - 203 S. Greensboro Project

PURPOSE: The purpose of this item is to provide the Board with an opportunity to receive presentations from and interview two firms that responded to the Town's request for qualifications for professional architectural/engineering services, in advance of selecting the team determined to be most qualified to carry out these services.

DEPARTMENT: Town Manager, Planning, Finance

CONTACT INFORMATION: David Andrews 919-918-7315, dandrews@townofcarrboro.org [<mailto:dandrews@townofcarrboro.org>](mailto:dandrews@townofcarrboro.org); Patricia McGuire 919-918-7327, pmcguire@townofcarrboro.org [<mailto:pmcguire@townofcarrboro.org>](mailto:pmcguire@townofcarrboro.org); Arche McAdoo 919-918-7439, amcadoo@townofcarrboro.org

INFORMATION: The Town released a Request for Qualifications (RFQ) for professional architectural/engineering services for the 203 S. Greensboro Project on November 19th (*Attachment A*). Background information on the project is available at <http://www.townofcarrboro.org/1127/203-S-Greensboro-Project>. Eight written responses were received by the December 5th deadline.

Consistent with the Development Agreement between the Town and Orange County (*Attachment B*), a staff panel was established to review the submittals and identify the top two design teams for consideration by the Board of Aldermen in early February. The staff panel included six staff members, three from the Town and three from the County, as follows: Carrboro Recreation and Parks Director, Purchasing Officer and Planning Director, Orange County Library Director, Asset Management Services Director, and Planning Director.

The staff panel met on December 19th to review the submittals and selected five firms to interview on January 11th and 12th. Staff considered each firm's experience with similar projects, their vision and capacity, project completion and success, and portfolios of work. Corley Redfoot Associates (CRA), in conjunction with Jim Spencer Architects (JSA), and Perkins + Will (P + W) were identified as the two firms to be referred to the Board of Aldermen for interviews. The Orange County Board of Commissioners supported the selection on January 23rd (<http://server3.co.orange.nc.us:8088/weblink8/0/doc/49659/Page1.aspx>). Copies of these firms' written submittals and responses to additional questions provided to the design teams in preparation for

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the interviews are attached. Staff randomly selected the order of presentation for the two firms. The schedule is as follows:

7:40 - 8:55 CRA/JSA (*Attachments C and D*)

9:00 - 10:15 P + W (*Attachments E and F*)

The design teams have been asked to present on their qualifications for this project and to allow sufficient time for questions and discussion. The selection and contracting process for these professional services is qualifications-based and cost cannot be a factor in considering the most qualified firm to advance to contract negotiations. Cost information included in the RFQ responses has been redacted.

FISCAL & STAFF IMPACT: The capital project ordinance for this project is attached (*Attachment G*). Design costs are included there and will be allocated per the Development Agreement with Orange County and others, as is applicable.

RECOMMENDATION: Staff recommends that the Board of Aldermen receive the presentations, and provide direction to staff if additional information will be needed for consideration on February 27th when the decision action is anticipated.



Request for Qualifications (RFQ) For Architectural Planning Services RFQ 540-1

Overview: The Town of Carrboro (the “Town”) is inviting interested and qualified firms to submit statements of qualifications for professional architectural/engineering services for the design of a new multi-story shell building (along with core assets inuring to shell construction), site and an associated parking structure located at 203 S. Greensboro Street in Carrboro that will house Town administrative offices, Orange County (“County”) Southern Branch Library, and other potential third party uses.

Firms must be licensed-in the State of North Carolina and shall have extensive experience in the planning, design, and construction of in-fill, multi-story, shell building facilities, structured parking facilities, public purpose spaces, and associated up-fit design for library, administrative, multi-purpose, visual arts, and performing arts spaces. Firms shall have experience in working within the Carrboro Land Use Ordinance.

The services solicited in this Request for Qualifications (RFQ) will include a full range of basic and specialty professional services as outlined in the scope of services.

The fiscal agent for this process will be the Town of Carrboro.

Proposals must be received in the office of the Town of Carrboro Finance Director, 301 West Main Street, Carrboro NC, 27510 no later than 4:00 PM Tuesday, December 5, 2017.

I. Background

203 South Greensboro Street is a Town owned public parking site in the heart of Carrboro. The site has been identified and accepted by the Carrboro Town Board of Aldermen (“BOA”) and the Board of Orange County Commissioners (“BOCC”) through an extensive site selection and feasibility process directed by both the BOA and the BOCC. Input analysis factors to included but not be limited to Orange County Southern Branch Library facility location and space planning, Carrboro traffic, parking, and space planning analysis, and environmental factors are the drivers of the desire to move forward with the process in working with a qualified design firm.

Facility Program

The design will include program development based upon needs analysis, space utilization exercises, and existing studies. The selected designer will lead this process involving appropriate stakeholders as assembled by the Town and County.

II. SCOPE OF SERVICES

The selected firm shall be responsible for the program, schematic design, design development, construction documents, bidding assistance, and construction administration of a new facility. The firm will work with a Town and County formed design committee which may include but not be limited to the Town and County Managers, Town Planning Staff, County Asset Management Services Director, the County Library Director. The Town and County Managers shall have final approval on all decisions relative to this project.

The firm shall be responsible for preparing and updating budget cost estimates in coordination with the owner for all phases of the project including such items as construction costs, site development, furniture, fixtures & equipment, technology, professional fees, contingency costs and all other relative costs associated with the project. The firm shall also provide a timeline for implementation and completion of the project.

The firm will work closely with the Town and County to identify and confirm definitions of the Elements of Value as listed in preliminary form within the Development Agreement and according to the Development Agreement. This listing and the overall Development Agreement will be available once the Development Agreement is completed.

The firm will share relevant experience and expertise regarding cost control capacity and strategies, particularly when total project budgets are fixed, as well as a description of how the respondent delivers a project where they control the program after adequate and thorough input from the Town and County.

The firm will share its relevant experience and expertise with the approved methods of construction procurement in North Carolina.

The firm will describe its relationships with its sub-consultants with respect to collective experience, and projects designed and built as a team. The firm will also demonstrate that the individuals presented within the RFQ response as the project designers and administrators will actually serve in those roles during the Project.

This project consists of the site and building design of a “shell” building and parking accommodation that will house and host various types of interior spaces. The firm will describe its experience and expertise in shell design that may involve independent interior up-fit design professionals.

Notwithstanding extreme extenuating circumstances, the firm will demonstrate how it maintains continuity in performance of its duties and actions within its firm and sub-consultant team.

The firm shall be prepared to meet as required to receive input and/or provide updates.

The firm shall provide a computerized model of the final design, including elevations and selected floor plans for use in public presentations. The firm shall assist in the creation of print and multimedia items which will be used in marketing, and public awareness. The firm shall also provide electronic file as-builts of the project in a format mutually agreed to with the Town and County.

III. SUBMISSION

- A. Submittals: Submit five (5) hard copies (duplex printing on recycled paper), marked “203 South Greensboro Facility” and one (1) electronic copy (single pdf file on thumb drive or CD) with firms name in the filename. Failure to submit the firm’s response in a single pdf file could make the submittal non-responsive. Proposals must be received in the office of the Finance Director, 301 West Main Street, Carrboro, NC 27510 no later than 4 pm (EST), Tuesday, December 5, 2017.
- B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the Town and County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.
- C. Mark outside of envelope with RFQ No. 540-1 and proposal subject, “203 South Greensboro Facility”.
- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Town Finance Department personnel before the deadline indicated above. There is nothing in this RFQ that precludes the Town and County from requesting additional information from firms at any time during the qualification process.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The Town reserves the right to waive any informality, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the Town.
- F. Qualification packages may be withdrawn by written request prior to submittal deadline.

IV. PREPARATION

- A. Firms are to submit their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all of the information requested by the Town and County. If errors or exceptions are found in the firm’s qualification package, or if the package fails to conform to the requirements of the RFQ, the Town will be the sole judge as to whether that variance is significant enough to reject the firm’s submittal.
- B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The Town and County do not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct

bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. ***Brevity will be appreciated.*** Submittals shall be limited to thirty (30) pages, double sided 8 ½ x 11 (fifteen sheets of paper), minimum 12 point font. Covers, dividers, affidavits and Responder's Certification Form do not count in the thirty (30) pages total.

- C. Firms requiring clarification or interpretation of this RFQ shall make a written request, which shall reach the Town Finance Director no later than the date and time for submittal of written questions (see Section V, paragraph C).
- D. Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be mailed or delivered to all who are known by the Town Finance Director to have received a complete set of RFQ documents. Addenda will also be posted to the Town's website. It is the responsibility of the firm to ensure that all Addenda were received.
- E. All submittals shall provide a straight forward, concise description of the firm's ability to satisfy the requirements of the RFQ.
- F. Qualification packages (and copies) should be bound in a single volume where practical. All documentation submitted with the offer should be bound in that single volume.
- G. In addition to the transmittal letter, the (included) Non-Collusion Affidavit and E-Verify Affidavit must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.
- H. If any submittal includes comments over and above the specific information requested in this RFQ such comments must be included as a separate appendix.
- I. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal and of any supplementary presentation (including any oral presentation) if requested by County.
- J. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

V. GENERAL TERMS AND CONDITIONS

A. NON-COLLUSION AFFIDAVIT

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

B. ADDENDA/CHANGES

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

C. E-VERIFY

HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts "unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes." (Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit, and include it with your submittal.

D. QUESTIONS

Questions concerning this RFQ should be directed to:

Carrboro Finance Director
301 West Main Street
Carrboro, NC 27510
(919) 918-7300 (v); 919-968-7745 (f)
finbudg@carrboro.nc.us (preferred method)

All questions pertaining to this RFQ must be submitted in writing no later than 5:00 PM Tuesday, November 28, 2017.

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

E. PROPRIETARY INFORMATION

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

individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner.

F. MINORITY BUSINESSES

The Town and County encourage all businesses, including DBE, minority and women-owned businesses to respond to all Requests for Qualifications.

G. AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract, nor are any provisions contained herein to be binding on the Town or County.

Award shall be made to the responsible firm whose qualifications are determined to be most advantageous to the Town and County, taking into consideration the evaluation factors set forth in the RFQ.

The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firm.

The successful firm will be **required** to enter into the Town’s standard service contract. A copy of the Town’s draft service contract is attached (Attachment 1).

H. SUBCONSULTANTS

If any sub-consultants will be used for the project, the firm shall provide to the Town and County information regarding these sub-consultants as part of the RFQ response. The information shall include a description of the work provided, any applicable licenses or certifications, and relevant experience that may inure to the value of the Project.

The successful firm shall not substitute other sub-consultants without the written consent of the Town.

The successful firm shall be responsible for all services performed by a sub-engineer as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

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

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

It shall be the successful firm’s responsibility to ensure that all terms required in the attached contract that is executed are incorporated into all subcontracts.

I. INSURANCE

Respondents will be required to show proof of professional liability insurance in types and amounts satisfactory to the Town and County as part of the RFQ response. The Town typically requires liability limits of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage. Exact limits would be determined during contract negotiations.

Respondents will also cite in their response, any and all claims that have been filed against the professional liability insurance carried by the respondent within the past ten years, regardless of the settlement disposition.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

In order to expedite the evaluation of proposals, each Respondent shall organize its qualification package in accordance with this section. Firms that do not follow the specified outline may be deemed non-responsive and may be disqualified from the evaluation process.

- Section 1. Completed Responders' Certification Form and *notarized* Non-Collusion Affidavit
- Section 2. Introduction: Firm name, address, telephone, fax number, contact person and e-mail address; year established and former firm names; Include names of principles of the firm and the states in which they are registered; and types of services for which the firm is qualified;
- Section 3. Cover letter confirming that the elements of the RFQ have been reviewed and understood. The cover letter should be signed by an individual authorized to bind the firm contractually.
- Section 4. Experience: Provide a statement of your understanding of the scope of work and services requested; specifically with regards to County Libraries, Town office spaces and space for community partners such as an arts or cultural center and other similar projects. Also include a brief discussion regarding your experience working with the various Federal, State and local agencies with whom you will work with in designing the most useful and effective facility.
- Section 5. Project Team: List of staff members and resumes of those persons who will be assigned to work with the Town on this project. Include an Organizational Chart but do not include resumes or list personnel who will not be assigned to this project. Also include the firm's commitment to keep the originally-assigned project team through project completion.
- Section 6. Describe the firm's construction administration service delivery model.
- Section 7. Describe manner in which firm would encourage local construction companies' participation in this project in keeping with the Town and County interests in this project enhancing the local economy.

- Section 8: List current ongoing projects. Include: Project start date; expected completion date; total project cost; your ability to devote staff resources to complete this project. Describe how other existing trips to the area could contribute to cost savings on the services sought within this RFQ.
- Section 9: List and describe up to five (5) of your firm's previous experiences in the planning, design and construction of County Libraries, Town office spaces and space for community partners such as an arts or cultural center and other projects similar in nature to the one for which this Request for Qualifications is being sought

For each project listed, the information should include:

- Name and location of the project
- Brief description of the project
- Date the project was completed
- Name and telephone number of owner
- Name of the firm's project manager assigned to each listed project
- Original contract amount
- Number of change orders and total amount of change orders
- Total project cost (inclusive of change orders)

- Section 10: Names of outside consultants (sub-consultants) who would be retained to provide services required for these projects. Provide a one-page synopsis for each consultant to include the following information:

- Individual's proposed role in the project
- A resume or brief description of the individual's previous experience as it relates to his/her role in the project
- For any proposed sub consultants, indicate how long your firm has worked with the sub-consultant on previous projects

- Section 11: Firms willingness to affiliate with minority, woman-owned, or disadvantaged businesses.

- Section 12: Demonstration of Quality Control and Assurance processes as stated above in Section VI.

- Section 13: Letter disclosing any pending litigation or litigation within the last ten years related to the firm's projects.

- Section 14: Hourly billing rates charged by your firm each position type and reimbursable expenses.

- Section 15: Firms willingness to sign Town's Standard Contract (copy attached).

VII. EVALUATION PROCESS:

Following the deadline for submittal of qualifications, a review of the submitted qualifications will be conducted by a selection committee established by the Town Manager. The selection committee will review all submittals based on their response to the information requested. The committee shall then make a recommendation to the Town Manager based on criteria established herein.

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

The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among the firm(s) deemed most qualified to provide the required services. At the discretion of the Town, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the Town, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

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

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

VIII. SELECTION PROCESS

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

- Firms qualifications and experience including location of offices and related staffing
- Firms understanding of the project objectives
- Previous work experience on similar projects and demonstrated experience in the design and construction of similar projects.
- Familiarity with construction in central counties which have unique soil and site requirements
- Demonstrated strategy to encourage local participation by the Orange County construction market
- Proposed staff, including sub-contracted professionals, proposed to perform the work
- Financial stability of the firm
- Demonstration of Quality Control: Demonstrated systematic approach to quality assurance and interdisciplinary coordinator methodologies throughout the various phases of design and construction administration.
- Demonstration of Cost Control: Demonstrated experience implementing cost saving measures that effectively maximized the utilization of funding from a variety of sources and minimized unnecessary expenses while achieving desired results.
- The ability of the consultant to begin work immediately and complete the projects in a timely manner.
- References: Evaluation of comments received from referenced previous clients

Information on the top two firms that emerge from this RFQ process will be: 1) provided to the Board of Orange County Commissioners for endorsement; and 2) be invited to make presentations to the Carrboro Board of Aldermen during a regularly scheduled public meeting where the Board of Aldermen will choose the most qualified firm during that meeting.

IX. CONTACT POLICY

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

The Town reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The Town reserves the right to finalize a contract with one firm based on all information submitted in the written qualification submittal without further discussion or interviews.

RESPONDER’S CERTIFICATION FORM

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

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

NAME OF FIRM: _____

BY: (printed name)_____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

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

NON-COLLUSION AFFIDAVIT

State of North Carolina
Orange County
5212

Proposal Request No.

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

- I. He/She is the _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town and County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, Owners, employees, or parties in interest, including this affiant.

Signature

Title

Subscribed and Sworn to Before Me,

This _____ day of _____, 20

Notary Public _____

My Commission Expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2015.

Signature of Affiant

Print or Type Name: _____

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 201__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||



**NORTH CAROLINA
TOWN OF CARRBORO**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the ____ day of _____, 20____, by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as "**TOWN**", party of the first part and _____, (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

1. SERVICES TO BE PROVIDED

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**") pursuant to the provisions and specifications identified in "Attachment 1".

2. TERM OF CONTRACT

The term of this **CONTRACT** for services and supplies is from _____ to _____.

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **TOWN** \$XXXXX. Unless otherwise specified, **CONTRACTOR** shall submit a weekly itemized invoice to _____ at the _____ Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**.

4. INDEPENDENT CONTRACTOR

TOWN and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

CONTRACTOR agrees to furnish **TOWN** proof of compliance with the insurance coverage requirements of this contract prior to commencing work. **CONTRACTOR** shall furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

9. E-VERIFY

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

10. AMENDMENT

This contract may be amended only in writing by mutual agreement by both parties.

11. TERMINATION OF AGREEMENT

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

13. COMPLIANCE WITH LAWS

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

14. NOTICES

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO
PURCHASING DEPARTMENT
301 WEST MAIN STREET
CARRBORO, NORTH CAROLINA, 27510**

15. AUDIT RIGHTS

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine,

and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

16. TOWN NOT RESPONSIBLE FOR EXPENSES

TOWN shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** unless otherwise agreed in writing.

17. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

18. HEADINGS.

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. IRAN DIVESTMENT ACT CERTIFICATION

Contractor and all subcontractors should not be on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all of its terms.

TOWN OF CARRBORO

CONTRACTOR

Title:

Title:

ATTEST

ATTEST

Title:

Title:

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

Finance Officer

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

**DEVELOPMENT AGREEMENT REGARDING
SOUTH GREENSBORO STREET PROPERTY
BY AND BETWEEN
THE TOWN OF CARRBORO, NORTH CAROLINA
AND
THE COUNTY OF ORANGE, NORTH CAROLINA**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**"), made and entered into this 4th day of December, 2017, by and between the **TOWN OF CARRBORO**, a North Carolina municipal corporation, hereafter referred to as the "**Town**", and **THE COUNTY OF ORANGE**, a North Carolina county, hereafter referred to as the "**County**". Collectively, the Town and the County are sometimes referred to in this Agreement as the "**Parties**".

W I T N E S E T H:

WHEREAS, the County and the Town have desired to investigate and pursue the development of an Orange County Southern Branch Library to be operated by the County and located in downtown Carrboro; and

WHEREAS, the Town owns an approximately 0.88 acre parcel of land in Carrboro known as 203 South Greensboro Street and identified by Orange County parcel identification Number 9778-85-7932 (hereinafter, the "**Property**", illustrated in Exhibit A) which the Town acquired in April 2013 for a purchase price of Six Hundred Thousand Dollars (\$600,000.00); and

WHEREAS, the Town has conducted facilities needs studies to determine and forecast the Town's current and future needs for facilities to house Town administrative operations and offices; and

WHEREAS, the Town and the County have each determined that they may each derive benefits for themselves and for the residents of the Town and the County if they can cooperatively plan and develop a facility (the "**Facility**") to house the Orange County Southern Branch Library and Town administrative offices, with potential for also accommodating other compatible uses if space and financing considerations make such collocation feasible; and

WHEREAS, the County and the Town desire to establish terms pursuant to which they will cooperatively proceed with the planning, financing and development of the Property for joint use as a County library and Town administrative offices, and associated parking garage/deck facilities (collectively, all proposed improvements to the Property may be referenced to as the "**Facilities**") and

WHEREAS, the Property is appropriately zoned for the use proposed for the project, except that, in order for the County and the Town to construct and operate the Facility at the Site,

certain zoning text amendments, administrative modifications and/or binding interpretations must be made pursuant to the Town's Land Use Ordinance so that all local government permits for the project can be issued; and

WHEREAS, the Town is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes ("N.C.G.S.") 160A-16, and the County is authorized to enter into this contract pursuant to, *inter alia*, North Carolina General Statutes 153A-11, *et seq.*, and the Town's Board of Aldermen and the County's Board of County Commissioners have each determined that it is in the best interests of their citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the County intending to be legally bound do hereby agree as follows:

ARTICLE I

Definitions

(a) "Agreement" shall have the meaning set forth in the preamble.

"County" means Orange County, North Carolina.

"Common Area" means portions of the Facilities constructed on the Property (but not the land itself) that are necessary for the Parties to function as occupants of the space. Common areas include but are not limited to stairwells, emergency egress areas, building lobbies, elevator services, restroom facilities, and equipment rooms housing electric, mechanical and other building systems.

"Condominium" means the designation of portions of the Property for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, consistent with Chapter 47C of the North Carolina General Statutes.

"Condominium documents" means the declaration of covenants and restrictions governing the condominiums proposed for the Property, including the description and delegation of rights and obligations of the Town, the County and any other potential condominium owner regarding access to and use of parking spaces, common areas and other common elements described in such documents. These documents also include the organizational and operating documents that will guide the condominium association regarding the operation, maintenance, and other business associated with the Property.

"Development" means the planning, design and construction by the Town and the County of the Facilities on the Property.

"Development Permit" means a building permit, zoning permit, subdivision approval, special or conditional use permit, variance, or any other official action of Local Government having the effect of permitting the development of the

Property.

“Development Standards” means the standards for Development set forth in the Town’s Land Use Ordinance.

“Facility” or “Facilities” shall have the meaning set forth in the recitals.

“Governing Body” means, with respect to the Town, the Board of Aldermen, and with respect to the County, the Board of County Commissioners.

“Gross floor area” as used in this Agreement means the area of space within the building to be constructed on the Property occupied by each party to this Agreement, plus the proportional share of Common Areas attributable to each party (i.e., Common Areas shall be apportioned between the parties in proportion to the amount of “gross floor area” each occupies in the building). The proportion of “gross floor area” occupied by each party shall be finally calculated upon completion of the construction plans for the building and parking deck to be constructed on the Property, and a written schedule (following in principle the Elements of Value Exhibit C) signed by each party shall be attached to this Agreement as an Addendum at that time.

“Land Development Regulations” means the Town’s Land Use Ordinance (“LUO”) and/or those ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances.

“Laws” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of the Property, and includes laws governing permitted uses of the property, density, design, and improvements.

“Local Government” shall mean the Town of Carrboro, North Carolina.

“N.C.G.S.” means the North Carolina General Statutes.

“NCDEQ” means the North Carolina Department of Environmental Quality.

“NCDOT” means the North Carolina Department of Transportation.

“Project” means the planning, design and construction of an approximately 65,000 gross square foot building, site improvements, and associated parking spaces and/or structure with adequate capacity for the Project. Project characteristics will include sustainable design and operation elements consistent with the adopted facility development principles of the Board of Orange County Commissioners attached as Exhibit B. The Parties also agree to incorporate the principles of value engineering during the design and construction process, thereby ensuring efficient design and use of both the initial construction capital

and ongoing operations capital. It is anticipated that upon completion of the Project, the parties may convert the Facilities to a condominium form of ownership to be governed by covenants adopted by mutual agreement of the Parties.

“Public facilities” means the major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

“Schematic Design Acceptance” means the point in time defined by the mutual acceptance of both the Town and County governing boards of the final Schematic Design offered by the Designer of the Project.

“Shared Areas” are areas exclusive to a condominium owner that may be reasonably offered for use by other Parties according to a mutual agreement.

“Town” means the Town of Carrboro, North Carolina.

“Upfit costs” means the cost of interior finishes of space in the building to be constructed on the Property such as, but not necessarily limited to, floor finishes and carpets, wall treatments, electric outlets and fixtures, plumbing fixtures, and furnishings.

ARTICLE II Description Of Development Agreement

- A. **Legal Description; Property Owners.** A map and the legal description of the Property are contained in Exhibit A. The Town is the owner of the Property.
- B. **Permitted Uses.** The uses permitted on the Property, including population densities and building types, intensities, placement on the Site and design, are controlled by the applicable zoning designation for the Property under the Town’s Land Use Ordinance (“LUO”).
- C. **Public Facilities.** The following public facilities will service the Development:
 - 1. **Off-Site Infrastructure:** The Property is served by public water and sanitary sewer (Orange Water and Sewer Authority). The Property is also served by public roads under NCDOT jurisdiction and Town jurisdiction, and by storm water services administered by the Town.
 - 2. **On-Site Infrastructure:** The Town and the County shall cooperate with respect to the design of the Facilities, including the planning and development of any onsite infrastructure necessary for the construction, use and operation of the Facilities at the Property in accordance with the terms of this Agreement.

- D. ***Development Standards.*** The Project shall be subject to the Town's policies and procedures regarding standards of development, as set forth in the Town's Land Use Ordinance.

ARTICLE III Parties' Responsibilities

- A. The Parties' agree to negotiate and enter into such other agreements as may be necessary or appropriate to facilitate the financing and construction of the Project. The Parties intend that upon substantial completion of construction, they may convert ownership of the Facilities to be constructed on the Property pursuant to this Agreement to a condominium form of ownership to be governed by mutually agreed upon covenants.
- B. The County and the Town, in accordance with applicable laws pertaining to public construction projects, will undertake to select a designer for the Project. The Town and the County will provide four (4) persons each to serve on the designer evaluation and recommendation Committee. The County elected Board will approve two preferred designers recommended by the Committee and will refer these designers to the Town elected Board for the final selection of the Designer. The Town and the County will work together with the selected designer to prepare the necessary local government permit application(s) for the Project. The design of the Facilities shall be mutually agreed upon by the Parties. The County and Town will bear the costs for the preparation of schematic design drawings in accordance with Article IV.A of this agreement. The Town will be responsible for contracting for the designer and related professional services providing preliminary information that inures to the design of the Project
- C. The Town, as Owner of the Property, will be primarily responsible for procuring all necessary development approvals for the Project to permit the Orange County Southern Branch Library on the Building's lower floors, the proposed uses on the upper floors as described herein and the required associated parking. The County will support the Town's efforts to secure the necessary permits.
- D. Provided the Town approves and issues all necessary development permits for the Project, the Parties will coordinate to complete construction drawings for the Project.
- E. The Town, in accordance with applicable laws pertaining to public construction projects, will enter into contract(s) for development of the construction documents for the Project.
- F. Upon approval of the construction documents and issuance of the necessary permits (the "Building Permit(s)"), the Town will at a time reasonably agreed between the Parties begin construction of the Project.

- G. The Parties will finance their respective shares of the Project costs according to Exhibit C – Elements of Value. The Town will arrange for construction financing of its proportional share of the Project costs (based on Exhibit C), subject to Local Government Commission approval of the financing plan. The County shall finance its proportionate share of the Project costs (based on Exhibit C) in such manner as may be determined by the County.
- H. The Town will contract with all necessary design, engineering and construction firms for any environmental remediation work required by NCDEQ. The Town is solely responsible for the cost of such environmental remediation work for remediation of any conditions existing on the Property at the time of or prior to the day and date first set out above.
- I. The Town will contract with professionals for the construction of the Project, using a legally permitted construction delivery method. Upon completion, the Facilities, including the Building and structured parking, shall be subject to a new condominium declaration with terms mutually agreed upon by the Town and the County, pursuant to which the County will acquire a fee simple condominium interest in the assigned parking areas and the Orange County Southern Branch Library.
- J. The Town will enter into a construction contract for the work.
- K. The Town has historically provided support for the McDougle branch library and the Cybrary. As part of the Project, the Town will provide, in lieu of its historical support of the McDougle branch library and the Cybrary, a single mode dark fiber optic continuous physical path consisting of a single strand of fiber connecting a County specified demarcation location inside the Branch Library to an MCNC NCREN point of presence located on the University of North Carolina Chapel Hill (UNCCH) campus. Use of this path by the County may be terminated by the Town with a minimum of six (6) months written notice to the County, but only in the event that UNCCH notifies the Town of UNCCH's intention to terminate its agreement with the Town pursuant to which the Town has access to the dark fiber path on the UNCCH campus. At the time of such termination, the parties agree to negotiate in good faith an agreement regarding the Town providing substitute service to the Library. The Town will also provide the County access to the Town's multi-strand dark fiber optic network giving the County potential interconnectivity to the University of North Carolina Chapel Hill campus, OWASA, CHCCS, Town of Chapel Hill and other locations within and near the Town. The Town will pay the capital cost of the infrastructure improvements necessary to provide access to the single mode dark fiber optic path described in this paragraph (estimated to be approximately \$70,000.00).
- L. The Parties agree that the Town shall have the right in its sole discretion to lease, or subdivide and convey title to, those portions of the Property and any

improvements thereon which are not conveyed to the County for use as parking spaces and the Orange County Southern Branch Library.

- M. As contemplated by this agreement, upon completion of construction the building and parking garage shall be converted to condominium ownership, with the Town and the County each owning condominium interests in building space and associated parking spaces. This includes parking spaces in any constructed parking structure and ground spaces. As part of the condominium arrangement, the parties will also have an undivided interest in the Common Areas designated on the final plans, and which Common Areas will be subject to the rules, rights and responsibilities established in the condominium documents. The parties agree that the conversion of spaces in the parking deck to condominium ownership will include in the condominium documents language establishing appropriate easements for ingress, egress and access to and between the public right-of-way and all parking spaces and establishing rules and regulations concerning use, management and maintenance of parking spaces. The parties agree that in the event on-site parking spaces are constructed as part of the project an adequate number of on-site parking spaces will be owned and paid for by the County shall be available for use by Library patrons during normal Library operating hours. This number of spaces will be determined during the permitting and design of the project. These spaces will be made available to the Town while the Library is closed. All parking spaces will be considered flexible in use by both the Town and County so as to not cause unreasonable restrictions supporting Facility use by either the Town or County. The parties understand and agree that the Town will police and enforce all parking rules and regulations for the Facility. Moreover, if either party decides in the future to consider converting their parking spaces to paid parking, they will, prior to making a final decision to convert their spaces to paid parking spaces, discuss the issue with the other party. Each party shall be responsible for managing their condominium units unless the parties mutually agree otherwise in writing. Each party has the right to protect and isolate its parking (e.g. gated parking for continued free parking during library hours should paid parking be otherwise established) for the Parties' sole use and interest.

ARTICLE IV

Allocation Of Project Costs

The Parties shall share in the costs of the Project as follows:

- A. Pre-development costs, site improvement costs, building design and construction costs, construction administration costs, financing costs, and contingency costs shall be shared by the parties in accordance with the Elements of Value attached as Exhibit C to this Agreement. The parties recognize and agree that some of these Values and the corresponding level of proportionality may not be finally established until after the majority of the design work is completed (and after this Agreement is executed). The parties acknowledge that Exhibit C represents their general understanding of the cost sharing; however, the parties agree to negotiate

in good faith the fair and equitable share of all costs associated with this project as soon as possible after the Schematic Design work is completed. If the parties are unable to come to an agreement within forty five (45) days after the Schematic Design Acceptance date (such date of completion to be established by written notice to the parties from the design professional) then either party may terminate this agreement by providing ten (10) days advance written notice to the other party of its intention to terminate this agreement. Upon such termination, each party shall be responsible for all costs it has incurred in connection with this project through the date of termination.

- B. The County shall pay the cost for the amount of parking deemed required to support the library facility within the total cost of constructing parking on the Property. The Town shall be responsible for the balance of the cost of constructing the parking for the Project. The intent is for the County to pay the cost for the parking spaces reasonably expected and determined to be associated with the Orange County Southern Branch Library use. Upon completion of the work and when the Facilities become operational, the County agrees that the parking spaces allocated for the Orange County Southern Branch Library use of the Property shall be available for public parking during hours when the library is closed.
- C. The parties will each be responsible for their own legal and financing expenses incurred in relation to the Project.

ARTICLE V

Term And Termination

This Agreement shall be effective upon the full execution of the Contracts and shall continue until completion of the Project unless earlier terminated as provided herein.

This Agreement shall terminate: (i) at any time by either party within forty five (45) days after the design professional has confirmed to the parties in writing that the Schematic Design for the building and parking deck on the Property is substantially completed as set forth in Article IV.A above, (ii) at any other time by mutual agreement of the Parties; or (iii) by the Town, upon the material breach by County of any provision contained herein which material breach remains uncured by County after the Town provides thirty (30) days advance written notice of said material breach to County, or (iv) by County, upon the material breach by the Town of any provision contained herein which material breach remains uncured by the Town after County provides thirty (30) days advance written notice of said material breach to the Town.

ARTICLE VI

Conditions Precedent And Contingencies

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact their ability to enter into the Contracts for the Project. At a

minimum, the Parties understand and agree that the following must be resolved to the County's and the Town's satisfaction:

- A. The Town obtaining all Permits, including zoning, conditional/special use permits, variances, subdivision plats, approvals, permits, easements and licenses for the Project and the Town grants all necessary Permits which allow for the County's proposed use of the Property.
- B. The County and the Town secure all necessary approvals from their respective governing Boards or Managers as delegated by their respective Boards to proceed with the Project at mutually agreed, predefined points during the project (for example: sizing and elements of exclusive, shared, and common area spaces, the selection of Designer, schematic design, construction method, etc.).
- C. The Town and the County are able to procure suitable financing for their respective components of the Project. The parties contemplate that upon completion of construction, the parties may divide the Facilities, or parts thereof, into condominium units to be owned by the County and the Town, respectively. The parties acknowledge that these contemplated financing agreements and transactions may be altered by mutual agreement of the Parties and are or may be subject to approval of the North Carolina Treasurer, Local Government Commission.
- D. The mutual negotiation and execution of an Environmental Indemnification Agreement whereby the Town will indemnify the County for any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees and expenses) resulting from any "Hazardous Substance" (as defined below) existing on or under the Property or originating on the Property and migrating off-site in violation of applicable Environmental Laws, but only to the extent that the Hazardous Substance existed at the Property prior to the date of this Agreement. The Town shall not be liable with regard to any Hazardous Substances disposed of, placed, or otherwise existing on or under the Property because of the actions of the County. The County will likewise, and to the extent permitted by law, indemnify the Town for any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees and expenses) resulting from any Hazardous Substances existing on or under the Property or originating on the Property and migrating off-site in violation of applicable Environmental Laws that are introduced or placed on the Property, or caused to migrate off the property, because of the actions of the County. Save and except any liability resulting from remediation required by NCDEQ which shall solely rest with the Town, neither Party shall be liable to the other for liabilities, losses, damages, costs or expenses resulting from the actions of third Parties after the date on which the County leases or otherwise acquires a legal interest in the Property.

"Hazardous Substances" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. As used herein, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et. seq.*), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 *et. seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 *et. seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 *et seq.*), the Clean Air Act, as amended (42 U.S.C. § 7401 *et. seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et. seq.*), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f *et. seq.*), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances.

- E. The negotiation and completion of agreements and documents guiding the selection of designers and contractors, the timelines for the completion of various aspects of the design work, the methods and scheduling input, and other specific design and construction coordination necessary to ensure the successful completion of the Project.
- F. The negotiation and execution of this Agreement (wherein the Town and the County's property interests in the Facilities may convert to condominium interests post-construction) under which the Parties shall have

the right to construct the improvements on the Property subject to the Parties' obligation to subject all improvements constructed on the Property to a condominium.

- G. Confirmation that adequate utilities services suitable for the proposed uses to be included within the Building are available for connection within a reasonable distance from the Property.
- H. The Town complying with all necessary requirements for contracting applicable to North Carolina local governments.
- I. All governmental and other third party consents and approvals shall be obtained; there shall be no significant pending or threatened litigation materially adversely affecting the Property.
- J. The Town understands and agrees that the provision of sufficient way-finding and other signage is necessary for the public to quickly and conveniently locate the Orange County Southern Branch Library. The Parties understand and agree that wayfinding signage for the Project is subject to regulation by the Town.
- K. The Parties under this Agreement (prior to the completion of construction) and as condominium unit owners (following the completion of construction) will agree to contribute pro rata to the common area maintenance and insurance provided by the Town as lessor and/or by any condominium owners association to be formed by the Parties, for the Project including a reasonable pro-rata contribution for maintenance of the sidewalks and other shared amenities at the Property. Because the Parties are exempt from paying ad valorem taxes, the typical procedure of apportioning each tenant a share of those taxes assessed against common areas is not applicable.
- L. During hours when the Library is not being used by the County, the County will agree to allow its parking spaces to be used by the public.
- M. The Town secures environmental regulatory approval from NCDEQ prior to the commencement of construction or provides reasonable security to cover the Town's environmental responsibilities until regulatory approval is obtained.
- N. Consistent with the scope of each Party's responsibilities hereunder, all necessary and appropriate construction and crane easements will be secured by the Town and County from all adjacent landowners.

ARTICLE VII

Representations And Warranties

The Town and the County each represent to the other to the best of their respective knowledge:

- A. The Town and the County have all requisite power and authority to execute this Agreement, and any other instruments required to be delivered by the Town or the County hereunder.
- B. The Town's and the County's entry into this Agreement will not violate any private restriction or agreement or, to the best of the Town's or the County's knowledge without investigation or inquiry, any applicable statute, ordinance, governmental restriction or regulation.
- C. During the Term, the Town will not execute or create any lease, contract, option, easement, covenant, condition, restriction, lien or encumbrance with respect to the Property or any portion thereof without the written consent of County unless the same is terminable upon no more than sixty (60) days written notice, or otherwise may be cleared on or before any Closing or Lease Commencement Date that may be contemplated in any Contract that may be entered into between the Town and the County, or that otherwise will be subordinated to the County's potential ground lease.
- D. There is no pending or threatened action, litigation, bankruptcy, condemnation, or other proceeding of any kind pending against the Town or the County which materially adversely affects the Property.
- E. No broker, finder or other intermediary is involved in the transaction contemplated by this Agreement, and that no brokerage fee or commission is due and payable by the Town or the County upon any lease or conveyance of the Property.
- F. The Town has not received written notice of any violations of any laws, ordinances or similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.
- G. No assessments or special assessments for public improvements or otherwise have been levied or are now affecting the Property.
- H. To the best of the Town's present knowledge, the Property is not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.

ARTICLE VIII **Remedies And Dispute Resolution**

- A. ***Concerning Remedies.*** The exercise of a particular remedy does not preclude the exercise of any or all other available remedies herein except as provided

herein. No delay in the exercise of a remedy shall constitute a waiver of that remedy. Nothing in this Agreement is intended to relieve a party from its common law duty to mitigate damages.

- B. **Disputes.** The parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Agreement between them by negotiations by those persons of the Town and the County who have authority to act and who will promptly meet for negotiations to attempt to settle the dispute.

ARTICLE IX

Miscellaneous

- A. **Assignment.** The rights under this Agreement may be transferred and assigned only upon the written consent of the non-assigning Party.
- B. **Fees and Expenses.** Except as may be specifically provided in this Agreement, each Party will be responsible for his or its own legal fees and expenses incurred in connection with the transactions contemplated by this Agreement.
- C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute regarding this Agreement shall be filed in a court of competent jurisdiction located in Orange County, NC.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- E. **Amendment.** This Agreement shall not be amended except by a written instrument executed by both the County and the Town.
- F. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against the Town or the County.
- G. **Entire Agreement, Amendment; Construction.** This Agreement, together with the Exhibits attached hereto and all other agreements referred to herein or relating to the subject matter hereof, contains the entire agreement between the parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all parties hereto. The section titles and headings herein are for convenience of reference

only and do not define, modify or limit any of the terms and provisions hereof. Article, Section and Exhibit references herein are to Articles, Sections and Exhibits of this Agreement unless otherwise noted. The use of words “include” or “including” in this Agreement shall be by way of example rather than by limitation. The use of the words “or,” “either” or “any” shall not be exclusive.

H. Representations and Warranties of the Parties. Each of the parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is acting on its own behalf and on behalf of its members, successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

J. Exhibit List. The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map Denoting Site, Legal Description of Site, Legal and Equitable Owners

EXHIBIT B Sustainable Design and Operations Elements Guidelines

EXHIBIT C Elements of Value

[signatures contained on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

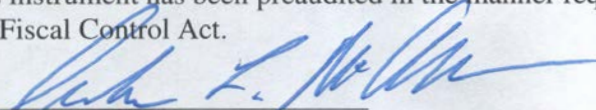
TOWN OF CARRBORO

BY: 
David Andrews, Town Manager

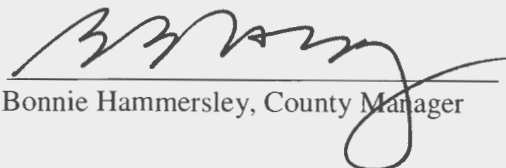
This document is sufficient as to form.


Town Attorney

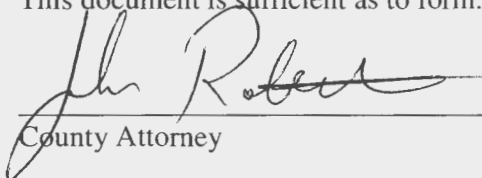
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Director

COUNTY OF ORANGE

BY: 
Bonnie Hammersley, County Manager

This document is sufficient as to form.


County Attorney

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

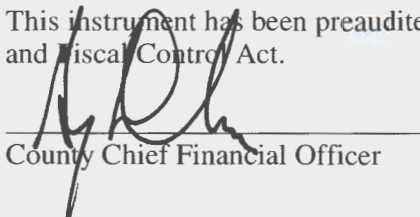
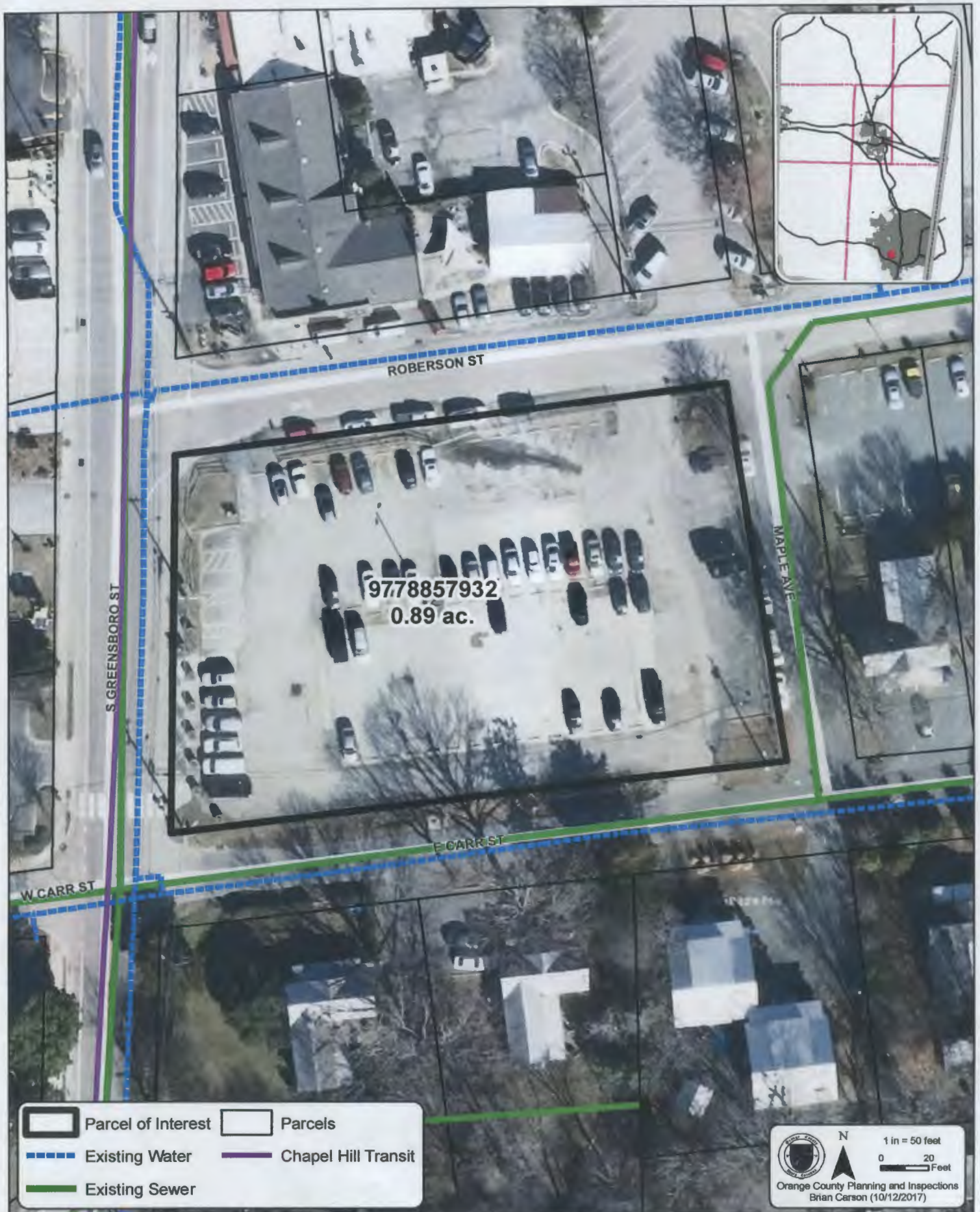

County Chief Financial Officer

Exhibit A - 203 S. Greensboro St.

Attachment B - 16 of 23





20130410000065470 DEED
Bk:RB5582 Pg:486
04/10/2013 10:41:55 AM 1/4

FILED Deborah B. Brooks
Register of Deeds, Orange Co., NC
Recording Fee: \$26.00
NC Real Estate TX: \$1200.00

Prepared by: Ellis & Winters LLP (DLH), 1100 Crescent Green Drive, Suite 200, Cary, NC 27518
Return to: Grantee

Brief Description for the Index

203 S. Greensboro Street

STATE OF NORTH CAROLINA)

) SPECIAL WARRANTY DEED

ORANGE COUNTY)

Excise Tax: \$1,200.00
Pin(s): 9778-85-7932 *to*

THIS DEED made this 10th day of April, 2013, by and between

GRANTOR

SunTrust Bank,
a Georgia banking corporation
whose mailing address is:
303 Peachtree Street, N.E., 36th Floor
Atlanta, GA 30308

GRANTEE

The Town of Carrboro,
a North Carolina municipal corporation
whose mailing address is:
301 W. Main Street,
Carrboro, NC 27510

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Orange County, North Carolina, being more particularly described on



EXHIBIT A (the "Property") attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 5517, Page 541, Orange County Registry.

The Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property is subject to the following exceptions: (i) the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, and other matters of record, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the Property.

Grantor makes no warranty or representation as to the condition of the Property or any improvements thereon, including without limitation, any latent or environmental defects in the Property or in any improvements thereon and the serviceability or fitness for a particular purpose of the Property or any improvements thereon, and Grantee accepts the Property and any improvements thereon "AS IS" without recourse against Grantor.

[Signature page follows.]



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

SunTrust Bank,
a Georgia banking corporation

By: 

Name: Erica S. Henning

Title: Vice President

Wake County, North Carolina

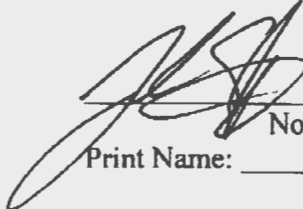
I certify that the following person personally appeared before me this day and acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Erica S. Henning.

Date: 4/5/2013

My Commission Expires:

8/31/2014

[Affix Notary Stamp or Seal]


Notary Public
Print Name: John Flynt

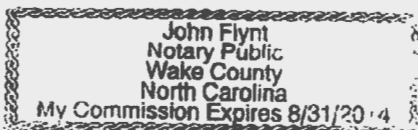


EXHIBIT A
(to Special Warranty Deed)



Legal Description of Property

All of that property consisting of 0.883 acres, surveyed as "Fakhoury Property" per Recombination Map of Fakhoury Property" surveyed by Kenneth Close, Inc. recorded in Book of Maps 94, Page 24, Orange County Registry, formerly identified as Tract 1 and Tract 2, now combined.

New Parcel # 9778-85-7932 from old Parcel #s 9778-85-5886 and 9778-85-6892

RECOMMENDATION FOR EIGHT SURVEYING
THIS PLAT IS A SURVEY FROM THE SURVEYOR'S SURVEYOR
RELATIONS AND DOES NOT CONSTITUTE A DEED
DATE: 4/19/04
BY: ROBERTSON, PLANNING DIRECTOR

FILED
BOOK 94 PAGE 24
APR 20 A.D. 03
JOYCE H. PEARSON
REGISTER OF DEEDS
ORANGE, N.C.

VICINITY MAP NO SCALE

CERTIFICATE OF CORRECTION
I, ROBERTSON, being the owner of the property described herein, which property is located within the planning jurisdiction of the town of CARBORO, have read and fully understand the information herein, and I hereby certify that I am the owner of the property described herein.
DATE: 04/05/04
BY: [Signature]

OWNERS
ALAN FAKHOURY
JANICE FAKHOURY
COUNTY AND TOWN OF ORANGE COUNTY, N.C.
PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DATE OF EXECUTION OF THE FOREGOING INSTRUMENT.
WITNESSES BY ME AND OFFICIAL SEAL, THIS AT 11:00 AM, APRIL 19, 2004.
BY COMMISSIONER: [Signature] 11-11-04

NOTARY PUBLIC
MARK E. BLOD
ORANGE COUNTY, N.C.

LEGEND
(PP) - IRON PIPE FOUND
(SS) - SPIKE SET
(PP) - POWER POLE
(CH) - OVERHEAD POWER LINES
(AI) - AREA INLET
(JB) - JUNCTION BOX
(PB) - PHONE BOX
(CC) - GAS CONNECTION
(PP) - IRON PIPE SET
(PC) - REINFORCED CONCRETE PIPE
(SP) - SPLIT RAIL FENCE
(CL) - CHAIN LINK FENCE

NOTES
1. RIGHT OF WAY INFORMATION PROVIDED BY TOWN OF CARBORO PLANNING DEPARTMENT.
NOTE: DISCLOSURE WAS SUBMITTED BY THE COMMISSIONER METHOD. THE DISTANCES OF THE MAP ARE BASED ON THE FOLLOWING: ALL AREAS CALCULATED BY COORDINATE COMPARISON.

SCALE IN FEET
0' 15' 30' 45' 60'

REVISIONS

**RECOMMENDATION MAP OF
FAKHOURY PROPERTY**

OWNERS
ALAN FAKHOURY
JANICE FAKHOURY
8321 HOMETOWN DR.
RALEIGH, NC 27615
MIRIAM FAKHOURY
5608 LAMARSHORE DR.
RALEIGH, NC 27612
MAZOUZ FAKHOURY
1517 LARSON LN.
RALEIGH, NC 27613

**State of North Carolina
County of Orange**
I, [Signature], Surveyor of Orange County, certify that the map or plat to which this certification is attached meets all necessary requirements for recording for which the Surveyor has responsibility as provided by law.
Surveyor: [Signature]
Surveyor of Orange County
Date of Certification: 04-20-04

KENNETH CLOSS, INC.
Land Surveying
970 TRINITY ROAD - RALEIGH, NC 27607
PHONE: (919)851-2344 FAX: (919)851-5201
SURVEY DATE: 11-19-03 SURVEYED BY: AR
SCALE: 1" = 30' DRAWN BY: SEP
CHECKED & CLOSURE BY: SEP/MG

RECORDED IN BOOK OF MAPS 94 PAGE 24

Exhibit B – Sustainable Design and Operations Elements Guidelines

The Development Agreement recognizes the goals of Orange County and the Town of Carrboro to be guided by design and operations elements of the High Performance Building Standards developed by the Triangle J Council of Governments (“TJCOG”) in 2001. Orange County adopted this standard as part of its Space Development criteria in 2005.

These High Performance Building Standards were initially developed by a task force led by TJCOG, including representatives from Orange County, and design professionals within the Triangle Area. These published guidelines have been nationally recognized and formed the basis for the Leadership in Energy and Environmental Design (“LEED”) version II, established by the United States Green Building Council (“USGBC”). The standards are recognized for their innovation and quality of results related to sustainable, energy efficient, and resilient building outcomes.

Orange County and Carrboro recognize the current initiative to update these guidelines consistent with current benchmarks and advances in design and building science. Sustainable design, construction and operations methods will be evident within the design and build process and will be explicitly communicated throughout the development process.

EXHIBIT C

203 S. Greensboro Development Agreement
Elements of Value

	All Town	All County	Share		Notes
			Equal	Proportional	
Land					
1 Property	X				
2 Existing environmental remediation, monitoring	X				
Adequate Structured Parking				X*	
Design/Testing/Permitting/Entitlements/Fees					
5 Preliminary vision planning			X		Includes discussions on level of finish, appearance, aesthetics
6 Zoning/Land Use application fees			X		
7 Utility/infrastructure analysis fees			X		Includes geotechnical, environmental, cultural, traffic studies
8 Utility/infrastructure impact fees			X		
9 Designer Fees for Carboro Planning Process/Approvals			X		High performance building standards analysis, cost-benefit analysis
10 Preliminary site assessment fees			X		
11 Sustainability/Energy Modeling and Analysis Fees			X		Occupants pay for uplift costs
12 Site/Civil/Landscape design, CA fees, design contingencies			X		
13 Building Shell, Core Area design, Construction Administration, design contingencies	X	X	X		
14 Occupant Uplift design, Construction Administration, design contingencies	X	X			
Site Topics					
15 De-construction			X		if necessary in design
16 Clearing, grading, erosion control			X		
17 Subsurface conditions/unstable soils			X		If separately metered, per condominium owner
18 Site stormwater management system			X		
13 Retaining wall / safety railing			X		
14 Onsite walkways, specialty surfacing			X		
16 Temporary staging / stockpiling areas			X		
17 Building Shell Utility services to identified demarcation points			X		
18 Utility connection fees			X		
19 Site lighting			X		
20 Shell marquis signage / exterior wayfinding signage			X		
21 Amenities / site furniture / bike parking			X		
22 Solid waste / recycling facilities			X		
23 Bus stop / shelter / site considerations			X		
24 Sanitary lift station requirements (if necessary)			X		
25 Site construction contingencies			X		
Off-Site Topics					
26 Off site roadway or pedestrian improvements			X		All main systems to identified demarcations within exclusive occupant interior spaces
27 Off site building shell utility improvements (to property line)			X		
28 Off site Bicycle pathway considerations			X		
29 Off site construction material staging area costs			X		
Off site contingencies			X		
Shell, Core & Identified Common Area Construction					
30 Foundation System			X		From site demarcation to Core & Common Area facilities
31 Roof System, Building drainage leaders/surface drainage piping			X		
32 Core elevator, shaft and equipment			X		
33 Core & identified Common Area potable water service / backflow preventer			X	X*	
34 Core & identified Common Area sanitary sewer service				X*	
35 Core & identified Common Area power transformer / service				X*	
36 Core & identified Common Area natural gas service				X*	
37 Core & identified Common Area fire protection shell components				X*	
38 Core & identified Common Area sustainable systems installation				X*	
39 Core & identified Common Area uplift construction				X*	
40 Core & identified Common Area security/access/AV/teledata				X*	
41 Core & identified Common Area furniture, fixtures, and equipment				X*	
42 Shell, Core & identified Common Area contingencies				X*	
Exclusive Condominium Space Interiors					
43 Uplift branch building systems	X	X			Each party bears all costs of exclusive space needs
44 Uplift (architectural components)	X	X			
45 Uplift security/access/AV/teledata	X	X			Branch systems include electrical, mechanical, plumbing, and fire protection within exclusive areas
46 Uplift furniture, fixtures, and equipment	X	X			
47 Uplift contingencies	X	X			Each party bears its own costs
Other Costs					
48 Legal Costs	X	X			
49 Financing Costs	X	X			

The Parties agree as follows:

The Town's costs pursuant to this Agreement shall not exceed \$9,600,000.00 (Nine Million Six Hundred Thousand Dollars).
Any costs in excess of this amount must be authorized by the Town of Carboro Alderpersons through a written amendment to the Agreement.

The County's costs pursuant to this Agreement shall not exceed \$7,547,500.00 (Seven Million Five Hundred Forty Seven Thousand Five Hundred Dollars).
Any costs in excess of this amount must be authorized by the Orange County Board of Commissioners through a written amendment to the Agreement.

*proportional basis for these items is anticipated to be determined in the design phase as building elements and systems are more specifically known, with the cost sharing likely to be less than equal but more than on a proportional square footage basis.



Town of Carrboro

203 South Greensboro Facility

RFQ 540-1

Statement of Qualifications

December 5, 2017



CRA Associates, Inc.



Jim Spencer Architects, PA

Section 1

RESPONDER'S CERTIFICATION FORM

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

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

NAME OF FIRM: CRA Associates, Inc.

BY: (printed name) Kenneth E. Redfoot

SIGNATURE: 

MAILING ADDRESS: 222 Cloister Court

CITY/STATE/ZIP CODE: Chapel Hill, NC 27514

TELEPHONE NUMBER: 919-401-8586

FAX NUMBER: none

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

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


NON-COLLUSION AFFIDAVIT

State of North Carolina
Orange County
5212

Proposal Request No.

Kenneth E. Redfoot, being first duly sworn, deposes and says that:

1. He/She is the President of CRA Associates, Inc., the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town and County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, Owners, employees, or parties in interest, including this affiant.


Signature
President
Title

Subscribed and Sworn to Before Me,

This 4th day of December, 20 17

Notary Public May K. Hardy

My Commission Expires: 5/1/2021

STATE OF NORTH CAROLINA



AFFIDAVIT

ORANGE COUNTY

I, Janet Huffstetter (the individual attesting below), being duly authorized by and on behalf of CRA Associates, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES ☐ or
 - b. NO ☒
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 4th day of December, 2019.

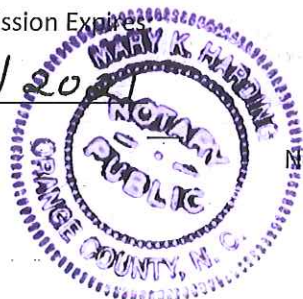
Janet Huffstetter
 Signature of Affiant
 Print or Type Name: Janet Huffstetter

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the 4th
 day of Dec., 2019.

My Commission Expires

5/1/20



Notary Public

(Affix Official/Notarial Seal)

Section 2 - Introduction

CRA Associates, Inc.

Contact Information

CRA Associates, Inc.
222 Cloister Court
Chapel Hill, NC 27514
P: (919) 401-8586
F: (919) 493-7306
www.cra-ae.com
Contact: Ken Redfoot, AIA, LEED AP
kredfoot@cra-ae.com

Firm's Former Names

Corley Redfoot Architects, Inc., 2015
Corley Redfoot Zack, Inc., 1996
Hakan Corley Redfoot Zack, Inc., 1995
Hakan/Corley and Associates, 1975
Hakan/Best, Inc., 1971

Firm Partners

Ken Redfoot, AIA, LEED AP (PA & NC)
Andy Cruickshank, AIA, LEED AP (NC)
David Taylor, AIA, LEED AP (NC)
Michael L. Hammersley, PE (NC)



Chapel Hill Public Library

CRA Associates, Inc. offers in-house services in programming, architecture, interior design, civil engineering, and construction administration. Our firm has been locally owned and operated in Chapel Hill, North Carolina for over fifty years. Started as Construction Engineers, Inc. in 1965, the firm grew and diversified to become Hakan/Corley and Associates in 1975. Today, the firm is being led by a new generation of professionals that maintain high standards.

Our staff members are experienced in their respective fields and are adept at coordinating supporting disciplines - such as structural, mechanical, electrical, plumbing, fire protection, acoustics, security, voice/data networks and landscape design. We successfully integrate the architectural and engineering disciplines to realize one primary goal - designing a facility that meets the client's needs, schedule, and budget - while creating architecture that inspires.

For over five decades, our firm has designed projects covering a wide range of cost, size, and complexity. We are proud of the fact that much of our work comes from repeat clients who recognize the value and service that we bring to their organization.



Top of the Hill



Section 3 - Cover Letter

CRA Associates, Inc.



222 cloister court
chapel hill, nc 27514
919.401.8586
www.cra-ae.com

December 5, 2017

Finance Director
Town of Carrboro
301 West Main Street
Carrboro, NC 27510

**Re: Letter of Interest for Professional Design Services
203 South Greensboro Facility
Request for Qualification No. 540-1**

Dear Sir/Madam:

CRA Associates, Inc. (CRA) is very excited to submit our Statement of Qualifications for the 203 South Greensboro Facility in downtown Carrboro. We hope you will find our experience, capability and familiarity with the project described in our proposal exceeds the requirements set out in the request for proposal.

For your project we are teaming with Jim Spencer Architects (JSA), a small, local firm that specializes in the development of private, infill projects in Carrboro and the surrounding areas. The remainder of our design team includes architects, engineers and designers that we have worked with for many years on a variety of public projects including civic, educational, institutional and collegiate buildings.

We hope, after reviewing our statement of qualifications, the Town will determine that the CRA Design Team is the best fit to provide the professional design services.

Sincerely,

A handwritten signature in black ink, reading "Kenneth E. Redfoot AIA." The signature is fluid and cursive, with the letters "AIA." clearly visible at the end.

Kenneth E. Redfoot, AIA, LEED AP
President

P.S. If you have any questions about our statement of qualifications please reach me on my cell phone at 919-201-0170 or by email at kredfoot@cra-ae.com.

Section 4 - Experience

CRA Associates, Inc.

Over the past 25 years, CRA has designed and administered the construction of many of Orange County's public facilities. Over the past 15 years, Jim Spencer Architects has designed and administered many downtown Carrboro infill projects. That is the main reason we believe this alliance between the two firms is so strong. Below we will explain our depth of knowledge of the proposed project and how the two firms, working together, can provide the best professional services to the Town of Carrboro and Orange County.

CRA and JSA are well-equipped to provide the standard design services being requested. Both firms have staff capable to provide programming and design services. As the project moves into construction documents, bidding and construction administration, CRA has the experience and manpower to lead the project to a certificate of completion and a certificate of occupancy.

This project is an interesting hybrid between a private development and a public facility. JSA brings the table all of their experience with private development including "warm vanilla boxes", while CRA brings their experience of public facility development including the stewardship of public funds and the accountability required of the design team and the construction team. Some of the projects we will discuss later in the statement of qualifications include the following:

- Chapel Hill Public Library Expansion (CRA)
- 300 East Main Mixed-Use Development (JSA)
- Orange County Social Services Center (CRA)
- Cat's Cradle Renovations and Additions (JSA)
- Bellemont Station, Pittsboro (JSA)
- Jerry M. Passmore Senior Center (CRA)

Cost is always a key factor in the success of a public project. CRA has over three decades of experience in public facility design and construction. In order to have this much success in the public market, we have managed project budgets and project scopes carefully. We work closely with our professional cost estimation firm, Costplus, that conservatively estimates our design documents. We take that design estimate and work with town/county staff to insure the total project cost is within the overall project budget. As the project nears the bidding phase, we will employ different strategies to protect the overall project budget including the use of alternates and value engineering. We will also provide information to assist the town/county make important decisions.

Beyond the input provided by Town of Carrboro staff, Orange County staff and other stakeholders that will be directly involved in the project, there are many other agencies and approving authorities that will participate in this project. From local authorities, like the Carrboro Building Inspections Department, to state and federal agencies, like NCDENR and NCDOT, CRA has worked closely with them to create successful projects across Orange County. CRA has worked with federal agencies to secure and administer funding for governmental facilities. We are familiar with the requirements federal agencies typically place on their funding sources, such as the Davis-Bacon Act and the Buy American Act, which incorporate into our project specifications.



Section 5 - Project Team

The people that will make it happen



Architects and Civil Engineers

CRA Associates, Inc.

Ken Redfoot, AIA, LEED AP, Partner, Principal-in-Charge
Gaston Eubanks, RA, Project Architect
Mike Hammersley, PE, Partner, Civil Engineer

The CRA Project Team commits to keep the originally-assigned personnel from programming through project completion.

Facility Design Architect

Jim Spencer Architects, PA

Jim Spencer, AIA, LEED BD+C, Principal Architect
Heather Ferrell, Intern Architect

Landscape Architect

Swanson and Associates

David Swanson, ASLA, Partner-in-Charge

Mechanical, Plumbing, Electrical and Fire Protection Engineers

RNM Consulting Engineers, Inc.

Steve Kaufman, PE, Principal-in-Charge
Mark McDowell, PE, Mechanical Engineer
Scott Denton, PE, Electrical Engineer
Jeff Powell, PE, Plumbing/Fire Protection Engineer

Structural Engineers

LHC Structural Engineers, Inc.

Bobby Lasater, PE, Project Engineer

Cost Estimation Consultant

Cost Plus

Russ Roark, Chief Cost Estimator

CRA Associates, Inc.

Key Personnel



Kenneth E. Redfoot, AIA, President, Principal-in-Charge

For over three decades, Ken has concentrated on the public sector. The breadth of his work includes educational, civic, health care and recreational projects. Sustainability has been a high priority on many of his commissions including East Chapel Hill High School, the Chapel Hill Town Operations Center and the Chapel Hill Public Library. He has also been involved in educational and sustainable organizations such as the Triangle J Council of Governments Sustainable Public Facility Design and Development Committee, the North Carolina Energy Smart Schools Conference and Rebuild America.

Education

Master of Architecture, 1980
University of Pennsylvania
Bachelor of Science, 1977
Pennsylvania State University
Foreign Study Program through
Pennsylvania State University,
1975

Years of Experience

32 with CRA Associates
3 with other firms

Registration/Certifications

North Carolina License
Pennsylvania License

Professional Affiliations

American Institute of Architects
Triangle J Region Sustainable
Public Facility Design &
Development Committee
North Carolina Solar Energy
Association

RELEVANT EXPERIENCE

Chapel Hill - Carrboro City Schools

East Chapel Hill High School
CHHS Hanes Theater Renovation
CHHS Toilet/Concessions Building
CHHS Math and Science Addition
CHHS Auxiliary Gymnasium
Phoenix Academy
Smith Middle School
Carolina Center for Educational
Excellence
Culbreth Middle Classroom
Additions
Culbreth Middle School Auditorium
Culbreth Middle School Science
Wing
Rashkis Elementary School
Morris Grove Elementary School
Mary Scroggs Elementary School
Carrboro Elementary School
Renovations
Estes Hills Elementary School
Renovations and Additions
Glenwood Elementary School
Renovations

Orange County Schools

Cedar Ridge High School
Gravelly Hill Middle School
Stanford Middle School Auditorium
Orange High School Campus-wide
Renovation
Hillsborough Elementary School
Renovations

Chatham County Schools

CCS Bus and Vehicle Maintenance
Facility

Orange County

Orange County Justice Expansion
Central Orange Senior Center
Orange County Government Services
Center
Orange County Health Department
Renovations

Town of Chapel Hill

Town Hall Renovation
Public Library Expansion
Town Operations Center

Chatham County

Chatham County Justice Center



CRA Associates, Inc.

Key Personnel



Gaston Eubanks AIA *Project Manager*

Following ten years of experience with Jim Spencer Architects, Gaston joined CRA Associates, Inc. in 2008 as a Project Architect for large, institutional projects in the institutional market. Since then, he has led the design team on several high-profile projects for the University of North Carolina, North Carolina State University and East Carolina University. He has significant experience in the use of 3-dimensional design programs including the production of renderings and other promotional materials for our client's uses.

Education

*Master of Architecture, 1988
Tulane University*

*Bachelor of Arts, 1980
University of North Carolina*

Years of Experience

*9 with CRA Associates
6 with JSA
12 with other firms*

Registration/Certifications

Registered in North Carolina

Professional Affiliations

*American Institute of Architects,
Member*

RELEVANT EXPERIENCE

University of North Carolina

Loudermilk Center for Excellence
UNC Men's Basketball Locker Suite
Renovation
UNC Men's Basketball Operations
Renovations

Fetzer Stadium Renovation
UNC Indoor Practice Facility
UNC Field Hockey Stadium
UNC Broadcast Facility

North Carolina State University

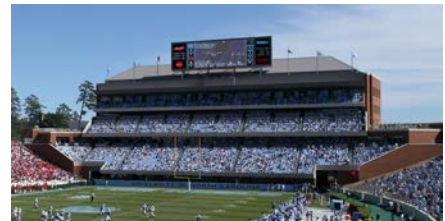
Reynolds Coliseum Renovation
Close-King Indoor Practice Facility
Murphy Center Broadcast Facility

East Carolina University

ECU Basketball Practice Facility
Addition and Renovation
Dowdy-Ficklen East End Zone
Expansion

Projects with Jim Spencer Arch.

300 East Main Street Development
Bellemont Station, Carrboro
Fuller Dental Office
Panciuto Restaurant and Apartment



CRA—Civil Engineering

Firm Profile and Key Personnel

CRA's In-house Civil Engineering services are integral to our design excellence for our diverse clientele. Having architecture and civil engineering under one roof provides a level of design continuity and coordination not found in other firms. Their relationships with governmental agencies during the design process means our projects stay on track with timely responses to issues as they arise.

Our civil department is dedicated to providing innovative and sustainable design solutions utilizing established best management practices. Storm water management is an important part of every project and we have the experience and knowledge to create functional, low-maintenance solutions to meet our client's needs. We have designed many different solutions including wet ponds, bio-retention areas (or rain gardens) and permeable pavement.



Michael L. Hammersley, PE

Partner, Civil Engineer

Education

Bachelor of Science, Civil Eng.

North Carolina State University

Registration and Accreditations

Registered Engineer in NC

Mike is the principal engineer of CRA's in-house Civil Engineering Department. In addition to providing civil engineering design services for all of the architectural projects in the office, he has designed and managed many parks and greenways throughout the piedmont region. Mike is well versed in the regulatory processes required to get a project built and works closely with county and state agencies.

RELEVANT EXPERIENCE

Town of Chapel Hill

Town Operations Center
Public Library Expansion
Morgan Creek Greenway Trail

Orange County

Orange Justice Expansion
Central Orange Senior Center

Chatham County

Chatham County Justice Center

Town of Cary

Cary Tennis Park Expansion

Chapel Hill-Carrboro City Schools

Smith Middle School
Morris Grove Elementary School

Chatham County Schools

Bus Maintenance Facility



Jim Spencer Architects, PA

Firm Profile and Key Personnel

Jim Spencer Architects, PA (JSA) was founded in Chapel Hill in 2002. We are an award winning, full service architectural firm with projects ranging in size from small residential additions to large mixed-use commercial redevelopment. Architecture and design are real passions for us – we believe that good design can truly improve life. Design is a collaborative effort, and we pride ourselves on listening and observing before we propose a solution.

Responsibility – to the client's needs and budget, to the environment and context, and to the community – are foremost in each project. We have designed buildings of many types, scales and budgets over the last few years. Our goal is always to provide an innovative and practical solution to any design program.



**Jim Spencer, AIA,
LEED BD+C**
Principal Architect

Education

Master of Architecture, 1996
Georgia Institute of Technology
Bachelor of Art, Art History, 1990
University of North Carolina

Registration and Accreditations

Registered Architect in North Carolina
Member, American Institute of Architects

Jim Spencer is a principal and president of Jim Spencer Architects, PA, located in Carrboro. Since opening his office in 2002, Jim has concentrated on projects in his community. In addition to many residential projects, he has worked diligently to develop architectural works that are compatible with the community. He has been an active member and past chairman of the Chapel Hill Historic District Commission.



Heather Ferrell
Intern Architect

Education

Master of Architecture, 2012
University of Oregon
Bachelor of Art, Anthropology
North Carolina State University

Registration and Accreditations

Associate Member, American Institute of Architects

Following several years of experience on the west coast focusing on public interest design projects, Heather joined Jim Spencer Architects in 2015 as an intern architect.

Contact Information

103 Lloyd Street, Main Level
Carrboro, NC 27510
(919) 960-6680 (P)
www.jimspencerarchitects.com



RELEVANT PROJECT EXPERIENCE

300 East Main Mixed-Use
Development and Parking Structure
Inter-Faith Council for Social Service
FoodFirst
Tyler's Carrboro Speakeasy
Cat's Cradle Music Club
Renovations
Cat's Cradle Back Room
Fuller Dental Practice
Panciuto Restaurant
Belmont Station
Sinclair Station
VIF Program Headquarters
many residential projects



Section 6 - Construction Administration

CRA Associates, Inc.

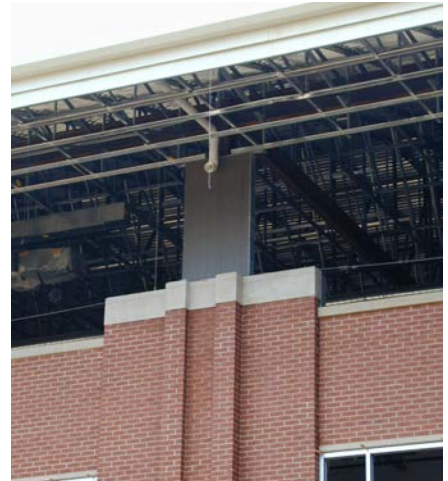
Our method of providing Construction Administration services is a strong asset of our firm. We have found having dedicated Construction Administrators helps facilitate our goal of completing projects on time and within budget. With over 70 years of combined experience in the administering of construction contracts, we believe they can provide the knowledge, expertise and develop the relationships to make your project a success.

Once the construction begins, the duties of our Construction Administrators include: 1) interpretation of plans for field personnel, making use of design changes that can speed up construction or save the Owner money, 2) arbitration of disputes, preventing minor problem from becoming major ones, and 3) monitoring of construction to see that it is proceeding according to plans and specifications.

Our Construction Administrator serves as the communication link between CRA and the Contractor's office and field personnel, with the Principal-in-Charge and the Project Architect or Engineer providing the coordination for the overall project and communicating directly with the Owner's representative.

Over the past 40 years, CRA has gained extensive experience in contract administration and we have shaped and refined our approach to design, documentation and construction administration to accomplish the goal of providing our clients with a high quality building within their project cost and schedule. Our contract documents clearly define the chain of communication, submittals, and meetings required to keep the project moving in a positive direction.

We have extensive experience utilizing the Construction Manager at Risk method of construction services. In our experience, we have found the earlier in process a CMaR is introduced to the project, the better the results. Communication between the designers and the CMaR is key to producing a building that meets the Owner's expectations. Some of our recent work have used a CMaR including the UNC Central Athletic Complex and the Chatham Justice Center.



Section 7 - Engagement with Local Construction Industry

CRA Associates, Inc.

As Architects, Engineers and Designers of governmental construction projects, we have engaged the local construction industry in a variety ways over the years.

The first, and best, method is simply communication. We insure information about the project is well publicized at the critical times during the design process so that local contractors that are capable of performing work on the project can provide bids. We will provide the drawings and specifications to reputable agencies such as Dodge, AGC and others for posting on their construction websites to encourage local participation.

Secondly, during the design process we may solicit local contractors for cost estimation services. This allows local contractors to become aware of the size and scope of the project, while providing the design team local, real-time cost information regarding the construction environment in that area.

Finally, through our construction documents, we will require all general contractors submitting bids to adhere to the minority business requirements mandated by Orange County. Through these stipulations, local, minority subcontractors and suppliers can learn about the project and submit bids to the general contractors for potential award.

Should the Town of Carrboro and Orange County decide on the use of a Construction Manager at Risk, we will assist the CMaR in developing scopes of work that encourage the use of local subcontractors on the project. Our recent work with Resolute Building Company on the Orange County Social Services Center in Hillsborough was very successful at attracting local and minority construction trades to participate in the construction of that project. Tailoring scopes of work to the local construction market helps the local economy and growth of jobs.



Section 8 - Current Projects

CRA Associates, Inc.

Our current workload means we have staff ready and able to meet the requirements your project. We can begin work on your project immediately following our firm being selected.

Cedar Ridge High School Academic Wing, Hillsborough, NC

Size: 50,000 sf Completion: Aug. 2020 Phase: Schematics

Seaforth High School, Pittsboro, NC

Size: 217,000 sf Completion: Jan. 2021 Phase: Const. Docs.

Chatham Grove Elementary School, Pittsboro, NC

Size: 97,000 sf Completion: Jan. 2020 Phase: Const. Docs.

Passmore Center Expansion, Hillsborough, NC

Size: 1,200 sf Completion: May 2018 Phase: Bidding

Sportsplex Field House, Hillsborough, NC

Size: 20,000 sf Completion: April 2018 Phase: Const. Admin.

Elon University Sankey Hall, Elon, NC

Size: 27,000 sf Completion: Aug. 2018 Phase: Const. Admin.

Elon University Koenigsberger Learning Center, Elon, NC

Size: 11,000 sf Completion: Aug. 2018 Phase: Const. Admin.



Section 9 - Relevant Experience

CRA Associates, Inc.

CRA has designed a wide variety of building types over the past decade in Carrboro and Orange County. Each of these projects involved the participation of staff, elected officials, jurisdictional authorities, end users and the public to create a successful project.

129 East King Street Renovations
 Cameron Street Sidewalk Extension
 Carrboro Elementary School Renovations
 Cedar Ridge High School
 Central Recreation Center Renovation
 Chapel Hill Public Library Expansion
 Chapel Hill Town Hall Renovations
 Chapel Hill Town Operations Center
 Commissioner's Meeting Room Complex
 Culbreth Middle School Science Wing
 Department of Health Clinic Renovation
 Department of Health Dental Clinic Renovation
 Department of Social Services Center
 Durham Tech Orange County Campus
 East Chapel Hill High School
 Fairview Park
 Government Services Annex Study
 Gravelly Hill Middle School
 John M. Link, Jr. Government Services Center
 Justice Facilities Expansion and Renovation
 Morris Grove Elementary School
 Orange County Community Geothermal System

Orange County Emergency Services Center
 Orange County Schools Facility Assessment
 Orange High School Campus-wide Renovations
 Partnership Academy
 Passmore Center
 Passmore Center Entrance Addition
 Phoenix Academy
 Piedmont Food and Agricultural Processing Center
 Public Market House
 Public Works Expansion Study
 Rashkis Elementary School
 Scroggs Elementary School
 Smith Middle School
 Southern Campus Master Plan
 Southern Campus Visioning Study
 Southern Human Services Center
 Sportsplex Facility Assessment
 Sportsplex Field House
 Sportsplex Fitness Mezzanine
 Stanford Middle School Auditorium Addition
 West Ten Soccer Center
 Whitted Building ADA Improvements



Chapel Hill Public Library Expansion

Chapel Hill, North Carolina



The Chapel Hill Public Library is the most heavily used public libraries per capita in the State of North Carolina. In 2006, the Chapel Hill Town Council determined that a major expansion was needed to meet the increasing demand for library services. CRA, in conjunction with Robert AM Stern Architects, designed a modern series of additions to the existing facility. The interior is highlighted by a large, light-filled reading room that faces the existing forest to the south. Just off the main entry plaza, is a conference center which will be used by clubs, municipal commissions and committees. The facility is LEED Silver-certified.



Owner: Town of Chapel Hill
 Owner's Contacts: Curtis Brooks,
 Project Manager, (919) 968-
 2796,
cbrooks@townofchapelhill.org
 CRA Project Mgr.: Ken Redfoot
 Year Completed: 2013
 Square Footage: 27,000
 renovation/36,500 addition
 Project Budget: \$13,500,000
 Number of Change Orders: 10
 (including changes of scope)
 C. O. Amount: \$478,600
 Final Cost: \$13,319,500



Orange County Social Services Center

Hillsborough, North Carolina



In 2010, the Orange County Department of Social Services moved from its cramped, inadequate office space into a bright and spacious new center in Hillsborough. Just months earlier that new center had been a vacant big box store which had no future as a retail space. CRA led a visioning and process that defined the program for the renovated facility. The new social services center is anchored by two large skylit atria that allow natural light deep into the floor plate providing a more humane and healthy work environment. The facility was constructed using the CMAR method of contracting with Resolute Building Company of Chapel Hill.



Owner: Orange County
 Owner's Contacts: Jeff Thompson, 919-245-2560
 CRA Project Mgr.: David Taylor
 Year Completed: 2010
 Square Footage: 59,433
 Contract Amount: \$2,781,000
 Number of Change Orders: 9 (including changes of scope)
 C. O. Amount: \$210,000
 Total Project Cost: \$2,991,000
 Cost Per Square Foot: \$50.31

Belk Library Expansion, Elon University

Elon, North Carolina



The expansion of Belk Library at Elon University includes the Koenigsberger Learning Center, a facility that will consolidate the Academic Advising Department and the Disability Services Department and will provide the university an additional innovative, interactive classroom. This classroom will have a full compliment of technology that can be utilized by teachers and students to enhance the learning environment.

Owner: Elon University
 Owner's Contacts: Tari Maynor-Brady, Project Manager, (336) 278-5402, tmaynor2@elon.edu
 CRA Project Mgr.: Ken Redfoot
 Year Completed: 2018
 Square Footage: 10,000 renovation/11,000 addition
 Project Budget: \$3,500,000
 Number of Change Orders: project under construction (including changes of scope)
 C. O. Amount: TBD
 Final Cost: \$3,549,500



300 East Main Street Development

Carrboro, North Carolina



The 300 East Main Street Development is a nearly 400,000 square foot mixed use redevelopment project for downtown Carrboro, NC. JSA led the design approvals and schematics for the entire site and the first phase of construction – a 150 room hotel and 6- level parking structure.

Owner: Main Street
Properties, LLC

Owner's Contacts: Sherman
Richardson, 919-247-6350

JSA Project Mgr.: Jim Spencer

Year Completed: 2013

Square Footage: 150,000
(parking deck only)

Contract Amount: \$5,350,000

Number of Change Orders: 8
(including changes of scope)

C. O. Amount: \$125,000

Total Project Cost: \$5,475,000



Cat's Cradle Renovation and Cat's Cradle Back Room

Carrboro, North Carolina



The legendary music club, Cat's Cradle, is a Carrboro treasure. JSA designed and oversaw renovations to the main club including reworking the stage and bar areas. The entry sequences and ticketing were also addressed. The mechanical, electrical and fire protection systems were updated.

In addition, the Cradle opened a smaller, intimate club next door, designed by JSA. It offers great acoustics, a seating mezzanine and great stage views of artists.



Owner: Cat's Cradle
 Owner's Contacts: Frank Heath,
 919-260-2307
 JSA Project Mgr.: Jim Spencer
 Year Completed: 2013
 Square Footage: 7500
 (renovation), 2500 (back room)
 Contract Amount: \$450,000
 Number of Change Orders: 3
 (including changes of scope)
 C. O. Amount: \$22,000
 Total Project Cost: \$472,000



10) Swanson + Associates, P. A.

Firm Profile and Key Personnel

Swanson and Associates, P.A., specializes in landscape architecture, site planning and planning studies. The firm places particular emphasis on careful analysis through the entire design process from planning to construction administration, and in the preparation of creative and innovative solutions using sustainable design practices.

Contact Information

100 East Carr Street
Carrboro, NC 27510
(919) 929-9000



David Swanson, ASLA

President, Landscape Architect

David has worked in North Carolina since 1984 as a registered landscape architect, and established his own firm in 1988. The firm places particular emphasis on careful analysis through the design process, from planning to construction administration, and in the preparation of creative and innovative solutions using sustainable design practices.

Education

Master of Landscape Architecture,
North Carolina State University, 1983
Registered Professional
North Carolina, 461

RELEVANT EXPERIENCE

CHCCS (CRA)

Culbreth Middle Science Wing
Ephesus Elementary School
Outdoor Classroom

Orange County (CRA)

Justice Facility Expansion

NC School of Science and Math

Courtyard Renovation

Orange County Veterans Comm.

Orange Cty. Veteran's Memorial

10) RNM Consulting Engineers, Inc.

Firm Profile and Key Personnel

Founded in 1960, RNM has successfully developed a range of engineering services including feasibility studies, design, construction administration and commissioning. In addition to HVAC, plumbing and electrical designs, we possess expertise in specialized areas such as solar energy and geothermal systems design, and energy management and fire protection systems.

Contact Information

94 Main Street
Canton, NC 28716
(828) 492-0677
www.rnm-engineers.com



Steve Kaufman, PE

*President,
Principal-in-Charge*

In addition to serving as the firm's president/general manager, Steve has 36 years experience in the engineering field, including project management and HVAC design. Many projects have featured significant sustainable design features such as rainwater collection, day lighting, solar, and geothermal heat pumps.

Education

North Carolina State University
BSME 1980

Registration

Professional Engineer
NC, 1986

RELEVANT EXPERIENCE

Alamance Community College
A-B Tech. Community College
Blue Ridge Community College
Haywood Community College
Isothermal Community College
Southwestern Comm. College
Tri-County Community College
Durham Technical Community College



10) LHC Structural Engineers, Inc.

Firm Profile and Key Personnel

Founded in 1966, LHC provides structural engineering services for buildings and building systems and has compiled an extensive list of structural projects found throughout North Carolina. Projects have varied in size from \$10,000 to \$90,000,000 in construction costs.

Contact Information

1331 Sunday Dr #121
Raleigh, NC 27607
(919) 832-5587 (P)
www.lhcengineers.com



Robert Lasater, PE
*President,
Structural Engineer*

Bobby Lasater is president of LHC Structural Engineers in Raleigh. He has been a structural designer with LHC for 30 years and the Engineer of Record on over 200 projects. He continues to lead projects as his primary role. He is a member of the Structural Engineers Association of NC, and the American Council of Engineering Companies

Education

Master of Science, Civil Engineering,
North Carolina State University

Registration and Accreditations

Registered Engineer in NC (#14526)

RELEVANT EXPERIENCE

Wake Tech. Community College
Craven Community College
Cape Fear Community College
Sampson Community College
Johnston Community College
Bladen Community College
Lenoir Community College
Nash Community College

10) CostPlus

Firm Profile and Key Personnel

Cost Plus believes that accurate and detailed project costing information is the foundation of a successful building program. We have been working with design professionals across the Carolinas for over 20 years. Our goal is to help insure that the initial budget is not exceeded, thus eliminating costly redesign or scope reductions.

Contact Information

203 Prince Ranier Street
Clemson, SC 29631
(864) 653-6320 (P)
CPestimating@att.net



Russ Roark
*President,
Professional Cost
Estimator*

Over twenty years of estimating a wide variety of project types. Educational, Medical Facilities, Religious Buildings, Detention Centers, High-End Residential and Sports Complexes. Russ and his cost consultants believe in conservative cost estimation. When compared to prices on bid day, CostPlus is almost always near the average of the bids taken, neither too high nor too low.

Education

Bachelor of Construction Science,
Clemson University

RELEVANT EXPERIENCE

CHCCS (CRA)

Culbreth Middle Science Wing
Morris Grove Elementary School
Rashkis Elementary School

Orange County Schools (CRA)

Cedar Ridge High School
Gravelly Hill Middle School

Chatham County Schools (CRA)

Bus Maintenance Facility

Chatham County (with CRA)

Chatham County Justice Center



Sections 11 through 15

CRA Associates, Inc.

Minority Business Plan

CRA constantly seeks out Historically Underutilized Businesses (HUB's) to provide consulting services on our projects. On this project, we do not currently have any HUB participation.

Quality Control and Assurance Plan

The quality control and assurance process is a critical factor in the successful implementation of the design concepts conceived during the early phases of the project. We work diligently to bring the visualization of the design concepts to life. We have a very close working relationship with our consultants, which encourages communication during the construction documentation phase that is effective and clear. Having in-house Civil Engineering services reduces the chance of problems in the field due to topographic or soil conditions. CRA, as the leader of the design team, spearheads all coordination efforts. We have a long history of successful projects for our clients, which are easy to read and easy to build from by contractors and tradesmen.

Legal Proceedings

CRA Associates, Inc. is proud to say that we have had neither legal proceedings against our firm, nor major technical problems on any of our projects in the past ten years.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Willingness to Sign

CRA Associates, Inc. is ready, willing and able to enter a contract with the Town of Carrboro utilizing the Town of Carrboro's Service Contract.



Orange County Social Services Center



Piedmont Food Processing Center



Commissioner's Meeting Room







February 8, 2018

Mayor Lydia Lavelle
Board of Aldermen
Town of Carrboro
301 West Main Street
Carrboro, North Carolina 27510

Re: Town of Carrboro/Orange County Project, 203 South Greensboro Street

Dear Mayor Lavelle and Board of Aldermen Members:

On behalf of our design team, I am honored and excited to present our qualifications to you. The Town of Carrboro and Orange County are undertaking a very important project at 203 South Greensboro. We feel our team's combination of local knowledge, extensive experience and forward thinking is a perfect fit for this project.

Please find attached an introduction to our team members. We have also attached detailed responses to your questions. We look forward to talking with you next Tuesday evening.

Sincerely,

A handwritten signature in black ink, reading "Ken E. Redfoot AIA.", written in a cursive, flowing style.

Kenneth E. Redfoot, AIA, LEED AP
President

CRA Associates, Inc. offers in-house services in programming, architecture, interior design, civil engineering, and construction administration. Our firm has been locally owned and operated in Chapel Hill, North Carolina for over fifty years.



We successfully integrate the architectural and engineering disciplines to realize one primary goal - designing a facility that meets the client's needs, schedule, and budget - while creating architecture that inspires. For over five decades, our firm has designed projects covering a wide range of cost, size, and complexity. We are proud of the fact that much of our work comes from repeat clients who recognize the value and service that we bring to their organization.



Ken Redfoot

Experience

CRA Associates | Chapel Hill, NC
1986-Present, Principal

Education

University of Pennsylvania,
Master's Degree in Architecture
Pennsylvania State University,
Bachelor of Science

Professional Registrations & Affiliations

NC Board of Architecture, Registered Architect
PA Board of Architecture, Registered Architect
American Institute of Architects
United States Green Building Council, LEED Accredited Professional
Triangle J Region Sustainable Public Facility Design & Development Committee
North Carolina Solar Energy Association

For over three decades, Ken has concentrated on the public sector. The breadth of his work includes educational, civic, health care and recreational projects. Sustainability has been a high priority on many of his commissions including East Chapel Hill High School, the Chapel Hill Town Operations Center and the Chapel Hill Public Library. He has also been involved in educational and sustainable organizations such as the Triangle J Council of Governments Sustainable Public Facility Design and Development Committee, the North Carolina Energy Smart Schools Conference and Rebuild America.



Gaston Eubanks

Experience

CRA Associates | Chapel Hill, NC
2009 – Present, Project Architect

Jim Spencer Architects | Carrboro, NC
2003 - 2009, Project Architect

Professional Registrations

NC Board of Architecture, Registered Architect

Education

Tulane University, Master's Degree in Architecture
University of North Carolina, Bachelor of Arts

Following ten years of experience with Jim Spencer Architects, Gaston joined CRA Associates, Inc. in 2008 as a Project Architect for large, institutional projects in the institutional market. Since then, he has led the design team on several high-profile projects for the University of North Carolina, North Carolina State University and East Carolina University. He has significant experience in the use of 3-dimensional design programs including the production of renderings and other promotional materials for our client's uses.



Michael Hammersley

Education & Professional Registrations

North Carolina State University, B.S., Civil Engineering
Registered Engineer in North Carolina

Mike is the principal engineer of CRA's in-house Civil Engineering Department. In addition to providing civil engineering design services for all of the architectural projects in the office, he has designed and managed many parks and greenways throughout the piedmont region. Mike is well versed in the regulatory processes required to get a project built and works closely with county and state agencies.

Jim Spencer Architects, PA (JSA) was founded in 2002 and has been at home in downtown Carrboro since 2004. We are an award winning, full service architectural firm with projects ranging in size from small residential projects to large mixed-use commercial redevelopment. Architecture and design are real passions for us — we believe that good design can truly improve life. Design is a collaborative effort, and we pride ourselves on listening and observing before we propose a solution.



Responsibility — to the client's needs and budget, to the environment and context, and to the community — are foremost in each project. We have designed buildings of many types, scales and budgets over the last fifteen years. Our goal is always to provide an innovative and practical solution to any design program.



Jim Spencer

Experience

Jim Spencer Architects | Carrboro, NC
2002-Present, Principal

Michael Hining Architects | Chapel Hill, NC
1998-2002, Project Architect

Kurt Eichenberger, Architect | Raleigh, NC
1997-1998, Architecture Intern

Jack Davis, Architect | Atlanta, GA
1994-1997, Architecture Intern

Professional Registrations & Affiliations

North Carolina Board of Architecture,
Registered Architect
American Institute of Architects
United States Green Building Council, LEED
Accredited Professional
Chapel Hill Historic District Commission,
Member 2002-2006; Chairman 2010-2012

Education

Georgia Institute of Technology,
Master's degree in Architecture
University of North Carolina, B.A., Art History

Jim is principal and president of Jim Spencer Architects, PA, located in Carrboro. Since opening his office in 2002, Jim has concentrated on projects in his community. He has worked diligently to develop architectural works that are compatible with the context of Carrboro and Chapel Hill. His body of work has a breadth of variety and scale - from historic residences, to local restaurants, to community kitchens. He has been an active member and past chairman of the Chapel Hill Historic District Commission.



Heather Ferrell

Experience

Jim Spencer Architects, PA | Carrboro, NC
2015 – Present, Architecture Intern

Design Corp, 501(c)3 | Raleigh, NC
2014 – Present, SEED Reviewer

Joinery Structures | Oakland, CA
2011-2012, Architecture Intern

Center for Housing Innovation | Eugene, OR
2010-2012, Student Researcher

Professional Affiliations

American Institute of Architects,
Associate Member
SEED Network, SEED Accredited
Professional in Public Interest Design

Education

University of Oregon,
Master's Degree in Architecture
N.C. State University, B.A. in Anthropology

Heather, a native of Durham, NC, has resettled in Carrboro after spending several years on the west coast. She is pursuing her architecture license as an architectural intern at JSA. She also contributes to the SEED Network, reviewing and evaluating projects based on merits of inclusion, social equity and community participation.

Landscape Architect

Swanson and Associates | swansonlandscapearchitecture.com
David Swanson, ASLA, Partner-in-Charge

Swanson and Associates, P.A., specializes in landscape architecture, site planning and planning studies. The firm places particular emphasis on careful analysis through the entire design process from planning to construction administration, and in the preparation of creative and innovative solutions using sustainable design practices.

Mechanical, Plumbing, Electrical and Fire Protection

RNM Consulting Engineers, Inc. | rnm-engineers.com
Steve Kaufman, PE, Principal-in-Charge
Mark McDowell, PE, Mechanical Engineer
Scott Denton, PE, Electrical Engineer
Jeff Powell, PE, Plumbing/Fire Protection Engineer

Founded in 1960, RNM has successfully developed a range of engineering services including feasibility studies, design, construction administration and commissioning. In addition to HVAC, plumbing and electrical designs, we possess expertise in specialized areas such as solar energy and geothermal systems design, and energy management and fire protection systems. Many projects have featured significant sustainable design features such as rainwater collection, day lighting, solar, and geothermal heat pumps.

Structural Engineers

LHC Structural Engineers, Inc. | lhceengineers.com
Bobby Lasater, PE, Project Engineer

Founded in 1966, LHC provides structural engineering services for buildings and building systems and has compiled an extensive list of structural projects found throughout North Carolina. Projects have varied in size from \$10,000 to \$90,000,000 in construction costs. Bobby Lasater is president of LHC Structural Engineers in Raleigh. He has been a structural designer with LHC for 30 years and the Engineer of Record on over 200 projects. He continues to lead projects as his primary role. He is a member of the Structural Engineers Association of NC, and the American Council of Engineering Companies.

Cost Estimation Consultant

Cost Plus | cpestimating@att.net
Russ Roark, Chief Cost Estimator

Cost Plus believes that accurate and detailed project costing information is the foundation of a successful building program. We have been working with design professionals across the Carolinas for over 20 years. Our goal is to help insure that the initial budget is not exceeded,

Performance Space Consultant

Theater Consultants Collaborative | <http://theatrecc.com/>
Robert Long, ASTC
Jillian Brown

TCC connects architects to operators, technology to design, and performers to their audience. We are a team of industry veterans and creative thinkers who joined forces in October 2003 to assist our clients through the complex process of theatre programming, planning and design, as well as the design and integration of specialized performance systems. Our goal as The Collaborative is to connect with users, architects and engineers to craft exciting and unique venues where performance comes to life. Through our work, we help translate the exacting design criteria of a performance space into a physical form that enhances that fundamental relationship between performer and patron.



February 8, 2018

Written Responses to Comments and Questions
CRA Associates, Inc. + JSA Team Responses

- 1) *What is the possibility of including solar power with battery storage, consistent with recommendations in the NC Clean Path report?*

NC WARN's NC Clean Path 2025 report is an important document cautioning North Carolina on its future energy supply and usage. Localized use of solar collection and storage not only moves us toward a cleaner environment, but can be more economical than expansion of our existing power grid and fossil fuel supplies.

Solar can and should be incorporated into the project at 203 South Greensboro Street. The smaller scale of the surrounding neighborhood to the south allows solar orientation and solar power to be a focus of the project. Careful early planning and cost analysis will be important to make certain project budget and life cycle costs are considered. The large floor plate areas of both the shell building(s) and potential structured parking allow for efficient use of solar panels or roofing.

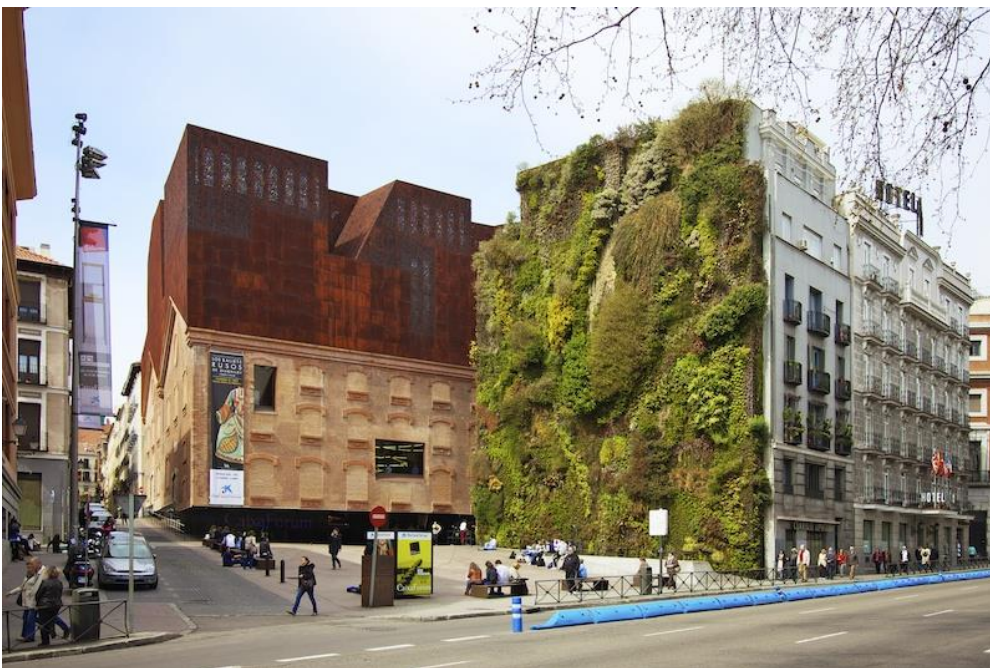
We have witnessed a significant decrease in solar systems cost in recent years. Arranging financing would be the biggest challenge for this project, as federal tax credits do not apply to public entities. There are other options, however, such as working with a private sector solar developer.

CRA and its consultants have a history of utilizing solar technologies in our municipal projects. Examples are Smith Middle School in Chapel Hill, Rashkis Elementary School in Chapel Hill, Chapel Hill Town Operations Center, and Cedar Ridge High School.

- 2) *What are the possibilities for maximizing urban trees into the site design? Consider and comment on the approach used in the terrace concept in Turin, Italy, where trees were included in the design to absorb noise and pollution, <https://www.boredpanda.com/urban-treehouse-green-architecture-25-verde-luciano-pia-turin-italy/>.*



25 Verde Apartments, Turin, Italy, Luciano Pia, Architect



CaixaForum Socio-Cultural Center, Madrid, Herzog & de Meuron Architects

Incorporation of plants and trees into the design is an imperative. The relatively small lots of Carrboro make it challenging to plant many trees in the ground in a conventional manner. Approaches like the vertical plantings shown in the two projects above both allow the buildings to create their own biodiversity and to help reduce pollution and noise.

We would approach the design with the attitude that combating climate change and creating a building with very low energy use are appropriate ways of informing aesthetics and form in Carrboro. The 203 site sits in an interesting context with a small residential scale to its south and west and smaller scale commercial buildings to its north. Our landscape architects, Swanson and Associates, have extensive experience in designing rooftop plantings and green roofs. (Additionally, their office has been directly across from the site for many years). They bring exceptional local knowledge to the process. They stress that the type of trees and plantings selected must be adaptable to urban environments. A source that Swanson and Associates often uses when designing projects with urban plantings is Up by Roots: Healthy Soils and Trees in the Built Environment, by James Urban (jamesurban.net/up-by-roots/).

3) *What are the techniques your team uses to engage the public and other stakeholders, especially underrepresented publics, in designing their projects?*

Our technique for engaging the public and stakeholders is to be open and transparent in the earliest portions of design, as well as in the approvals processes. Our attitude is to take every idea and suggestion as a potential improvement to the project. Our job is to synthesize stakeholder and public feedback and ideas into a cohesive and efficient design.

We are committed to obtaining responses from underrepresented publics. We have experience in Carrboro and locally with projects whose success depended largely on building community consensus. For Inter-Faith Council's FoodFirst project, we started by volunteering at the kitchen, getting to know staff and users of the facilities. We held numerous community meetings, asking for assistance from local community leaders and activists to ensure these people were heard during the process. We believe the key to completing a project that has broad community support starts with an open dialogue. Our team has its feet on the ground in this community and have been working hand in hand with its citizens for the last 15 years. We are dedicated to making sure the public feels ownership in Carrboro projects.

We are also fortunate in our community to have other resources which may be used to assist with outreach and communication for urban planning and design. Two such resources which the Town and County may wish to consider are:

Neighborland – neighborland.com

“Neighborland is a civic tool co-founded by Candy Chang, Dan Parham, and Tee Parham to help residents and organizations collaborate on the future of their

communities." (from Neighborland website). Dan and Tee are long-time friends of Jim Spencer and Dan is a graduate of UNC and former resident of Chapel Hill/Carrboro (and employee at Cat's Cradle!) They have helped communities from New Orleans to San Francisco to Raleigh (currently working on Dix Park Project) achieve consensus on projects.

SEED Network – seednetwork.org

The SEED Network (Social Economic Environmental Design), 'is a principle-based network of individuals and organizations dedicated to building and supporting a culture of civic responsibility and engagement in the built environment and the public realm.' (from SEED website). Its mission is to advance the right of every person to live in a socially, economically, and environmentally healthy community.

The SEED Principles are: 1 - Advocate with those who have a limited voice in public life. 2 - Build structures for inclusion that engage stakeholders and allow communities to make decisions. 3 - Promote social equality through discourse that reflects a range of values and social identities. 4 - Generate ideas that grow from place and build local capacity. 5 - Design to help conserve resources and minimize waste.

Heather Ferrell of JSA is a SEED Associate and has been a member of the network since 2010. She has extensive experience using SEED for community-based design projects.

- 4) *Please describe your comfort level receiving public input in your design process and your willingness to accept and adjust an existing well-thought design to accommodate a potentially good idea at the eleventh hour.*

Our team has extensive experience working at a variety of scales and with a variety of building types. Both public and private work involve many stakeholders with disparate types of experience to bring to the design process. It is always the **design team's responsibility to respect ideas put forth and to be adaptable.** Any idea which makes a project better is a good one, even at a late stage of design. There is obviously a limit as to when design changes make both practical and financial sense, but a good design team can be very flexible in order to achieve the best outcome. The role of the architecture team is to serve the client – to listen to their needs, examine the content and constraints and to develop a creative solution. In the case of this project, the client is a diverse community with a strong vision and variety of perspectives. Public design is consensus building.

Our team has worked on many projects where this theory is put into practice. Two examples are CRA's Passmore Center Renovations project in Hillsborough, and JSA's IFC FoodFirst project in Carrboro. At the Passmore Center, consensus that additional accessibility measures should be provided led to a better end product. Likewise, for the FoodFirst project, coordination between neighboring uses allowed for a much more functional separation of loading and the public entry.

5) What is your team's familiarity and experience with solar and battery storage, geothermal heating and cooling systems, cool roofs, and other significant sustainable facility/energy construction and management components?

We have extensive experience in sustainable design practice and implementation. Many of our design team are LEED professionals as well.

We have completed solar projects including both solar photovoltaics and solar thermal solar systems. These projects were listed above – locally, they include Smith Middle School (includes battery storage), Rashkis Elementary School, Chapel Hill Town Operations Center, and Cedar Ridge High School.

Geothermal heating and cooling systems are a prominent feature on many of our designs. We currently have eleven significant geothermal projects in operation, some for over ten years. These projects include 1,242 vertical wells. Local examples include the Chapel Hill Town Operations Center, Orange County Justice Facilities Expansion and Renovation, Orange County Community Geothermal Phases 1 & 2 in Hillsborough (John Link Building, Historic Court House, County Jail, Government Service Annex, and District Attorney's Offices), the Chatham County Justice Center, and Margaret Pollard Middle School in Chatham County. We currently have three geothermal projects in design: a new elementary school and a new high school in Chatham County, and conversion of Orange High School in Hillsborough to geothermal HVAC. JSA has also incorporated geothermal systems in residential and private projects locally and as far away as New York state.

Other sustainable features would also be typical of our designs and worthy of consideration here, including extensive daylighting, rain water harvesting, cool roofs, locally sourced materials, and carefully considered solar orientation.

6) What is your team's experience with designing performance space, both fixed and flexible?

Each firm in our team has experience with designing performance space. CRA has designed many schools which include various performance and multi-purpose spaces. These include East Chapel Hill High School, Smith Middle, Rashkis Elementary, Morris Grove Elementary, and the CW Stanford Auditorium Addition.

Additionally, CRA worked on the Chapel Hill Public Library additions and renovations, the UNC Wellness Center, and The Holmes Convocation Center at Appalachian State University.

JSA has designed renovations for the Cat's Cradle in Carrboro, the Cat's Cradle Back Room Music club, and consulted with the Carrboro ArtsCenter in the past.

Our structural engineers, LHC Structural Engineers, worked on the additions to the Duke Energy Center at Meymandi Concert Hall and Fletcher Opera Theater.

Swanson Associates has collaborated with CRA in designing the covered outdoor space for the Orange County River Park and Farmer's Market Pavilion in Hillsborough, which is used for special events. They also provided site design for various outdoor performance spaces at the North Carolina Botanical Garden. They are working on potential improvements to the heavily-used Weaver Street Market lawn in Carrboro.

We are honored to have added Robert Long of Theatre Consultants Collaborative to our team. Mr. Long has a distinguished career in consulting design on many performance venues around the country and beyond, including (locally) the Durham Performing Arts Center and the Carrboro ArtsCenter (please see firm profile for more information on his firm).

- 7) We all recognize that vehicular parking accommodations for current and future mobility needs is a major challenge and opportunity for this project. Please describe your approach to such circumstances, including how you believe this project can address inclusive mobility.*

Transportation, parking, and safety and inclusivity are all vitally important pieces of this project, and to Carrboro's present and future. Carrboro has long valued its downtown and its walkability and bike friendliness. Improving those aspects along the Roberson, Greensboro, and Carr Street corridors is essential. This must be balanced here with accommodation for the many types of users for the library and the other uses. Many people will arrive at the site by car, and many will be either parents with children, or older or disabled citizens. Others will arrive via our excellent bus system. Balancing the spatial requirements, as well as the interactions between these types of transit, will largely determine the success of the project from a functional perspective. The design team should assist the Town and County in anticipating these interactions, as well as anticipating future transit changes and requirements. We know that cars and our dependence on them is changing, and we want to be forward-thinking in this regard.

Solutions for parking and mobility are essential to any urban project. Reconsideration of the Roberson Street corridor and how it interacts with adjacent pedestrian and bicycle thoroughfare will be critical to both this project and the downtown in general. We anticipate listening to the various perspectives and offering creative and practical solutions.

- 8) Please talk about your thoughts on the importance of this type of project as a civic building, one that has the potential to become a monument of pride for the community, or not, and the role of scale, for example should it blend in vs should it become the largest building in the downtown.*

In a small town like Carrboro, every new building takes on an important role in the overall fabric of the place. This project will assume a very prominent place, both as a civic building and a potential gathering place for its citizens. There are several

significant buildings and places already in town, some town-owned and some private. The location of this facility between the commercial strip of the 100 block of Main Street and the existing neighborhood is an important opportunity to supplement the downtown. We believe the project can create a symbiotic relationship with the surrounding restaurants and other businesses. We understand well that these businesses depend on the parking and the residents nearby to create commercial tax base, as well as the character, of Carrboro. It is therefore critical to use the project to further activate the commercial district, both in physical presence and in user experience. This must be balanced; however, with a sensitivity to the existing small scale and residential character of the neighborhoods to the south and southwest. We believe the best solution at 203 South Greensboro will be a building that acknowledges and is informed by these scale and use differences. A successful project here will also enhance the street level (pedestrian, bike rider, and vehicular arrivers) experience.

It is important to create a bold and visible presence in the downtown. We believe it is possible to do this, while maintaining a relationship to existing context and scale.

- 9) *Please talk about your approach toward form and style, selecting a style based on tradition such as the historical precedent for certain uses vs the trendiness of certain design features for a place such as Carrboro.*

Carrboro is distinguished by its early 1900's **vernacular** – its architecture is certainly **not a trendy, traditional or “polite” style**. Its roots are in somewhat humble, functional buildings which Carrboro citizens find warm and welcoming. Now, 100 years later, with a nod to the past, but with incorporation of current sustainable technology and materials, our team would seek to create a welcoming and appropriate project for the Town of Carrboro and Orange County.

Architecture differs from other arts in that it almost always occurs within an existing context. This context can include existing buildings, spaces and people. It can include climate and geography. It can include historical precedent of style and building methods. It can include culture and tradition. It is important to our team that a building in the context of downtown Carrboro feels appropriate – feels like Carrboro. Form will be, at least in part, determined by function and program. Honesty in buildings is important. Rather than designing a building of a particular style (and assuming that style is appropriate in Carrboro), we believe that the design should reflect Carrboro and Orange County. For this site, it means that it should use materials and forms in an innovative manner. It means that the building should be open and inclusive. It means that existing scale and precedents should be acknowledged. It means that it should be artistic and expressive (and a little funky!).

We believe it is possible to reference particular elements of **Carrboro's existing** building context without replicating them exactly. For instance, Carrboro clearly has a number of important early commercial masonry buildings. These buildings (such as the Old Graded School [Town Hall], old Baptist Church [Century Center],

Alberta Mill/Durham Hosiery [Carr Mill], and old Grist Mill [Broad Street Building]- have a functional simplicity to their forms and fenestration, but are warm and well-crafted. There is a train language to consider as well – an important piece of Carrboro's story. There are a variety of scales, but a consistent openness at the street/pedestrian level. These are all elements which can inform the design of a public building. We believe a successful solution at 203 South Greensboro will feel timeless and contextual, but certainly elevate the experience of downtown.

10) Expand on the histories of your firms provided already. Information on your work with MWBE enterprises is requested. Describe your experience working with minority, woman-owned, or disadvantaged businesses.

CRA was founded in Chapel Hill in 1965 and has a long history of municipal work in the Orange County area. Please see the attached firm profile for more information about the CRA team members.

JSA was founded in Chapel Hill in 2002 but has been in downtown Carrboro since 2004. Much of our work has been in downtown Carrboro and downtown Chapel Hill. Please see the attached firm profile for more information.

Our local work with minority, woman-owned and disadvantaged businesses has included projects for the Inter-Faith Council for Social Services FoodFirst project, the Jackson Center (Northside Initiative), and the Carrboro Human Rights Center, as well as several woman and minority-owned local restaurants.

11) What is the racial, ethnic and gender diversity within your firm and the project team? Describe your firm's commitment to diversity and equity in your hiring and compensation policies.

Industry data show that, while improving, women and people of color are underrepresented in the field of architecture. In the 2015 AIA Diversity in the Profession of Architecture Key Findings, we see that only 22% of AIA Members and Associates are women and only 1.9% are African-American. These percentages are growing and we believe that the profession will greatly benefit from diversifying the field. All firms on our team are committed to diversity and equity in hiring and compensation.

In order to attract and retain women and people of color in the field of architecture, the AIA study finds that the industry should increase outreach to K-12 students via school curricula, extracurricular clubs or activities, and weekend summer programs. Heather Ferrell of JSA participates as a judge in National Association of Women in Construction (NAWIC) Durham Chapter's annual Block Kids Building Program in partnership with the Girl Scouts Durham 10 Service Unit for 100 girls grades first –sixth.

"Diversity is a cultural ethos embraced by AIA membership to foster inclusion, service, and a quality of life in celebration of all communities in our society. This is regardless of race, ethnicity, gender, national origin, religion, physical ability, sexual orientation or identity, age, geography, intellectual or practice area."

- AIA Diversity Statement

The firms represented on our team have had a variety of racial, ethnic and gender diversities over their histories. The following is a breakdown of the current gender makeup within each firm:

CRA – 2 females, 10 males

JSA – 1 female, 1 male

Swanson and Associates – 1 female, 1 male

RNM Consulting Engineers, Inc. – 2 females, 16 males

LHC Structural Engineers, Inc. – 3 females, 8 males

Cost Plus – 1 male

Theatre Consultants Collaborative – 2 females, 10 males

THE HEART OF CARRBORO

ARCHITECTURAL PLANNING SERVICES FOR THE DESIGN OF
THE 203 SOUTH GREENSBORO FACILITY FOR THE TOWN OF CARRBORO
RFP #540-1

DECEMBER 5, 2017



PERKINS+WILL

RESPONDER'S CERTIFICATION FORM

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

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

NAME OF FIRM: PERKINS+WILL

BY: (printed name) DEREK JONES, PRINCIPAL

SIGNATURE: _____

MAILING ADDRESS: 411 W. CHAPEL HILL STREET, SUITE 200

CITY/STATE/ZIP CODE: DURHAM, NORTH CAROLINA 27701

TELEPHONE NUMBER: 919.433.5300

FAX NUMBER: 919.433.5301

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
Q+A	12/1/2017	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina
Orange County
5212

Proposal Request No.

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

- I. He/She is the _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town and County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, Owners, employees, or parties in interest, including this affiant.

Signature

Title

Subscribed and Sworn to Before Me,

This _____ day of _____, 20

Notary Public _____

My Commission Expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2015.

Signature of Affiant

Print or Type Name: _____

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 201__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

02 Introduction

FIRM NAME

Perkins+Will North Carolina

CONTACT INFO

Durham, North Carolina
t. 919.433.5300

411 W. Chapel Hill Street, Suite
200 Durham, North Carolina 27701

YEARS IN BUSINESS:

North Carolina: 29 Years (1988)

Firmwide: 82 Years (1935)

Total Number of Offices:

24 Global Studios

Total Number of Employees:

2000+ Employees Firmwide

Total North Carolina Employees:

67 Employees

Perkins+Will operates as a corporation. The firm was incorporated in the state of Delaware (ID#36-2690384) in 1970, but has been an established business since 1935. Perkins & Will Group, Ltd. owns sixty percent of Perkins+Will stock, and Perkins+Will Principals own the remainder.

The Durham Studio:

In March of 2014, The Freelon Group joined the firm to form one of Perkins+Will's most powerful regional offices. This merger added a portfolio of design achievements on behalf of some of America's most respected cultural institutions, including the Smithsonian Institution's National Museum of African American History and Culture in Washington, D.C. The linked North Carolina practice features a collaborative team of client focused professionals who are intricately tied to the fabric and culture of its region while working on projects locally, nationally, and internationally.

PRINCIPALS AND THE STATES IN WHICH THEY ARE REGISTERED

Phil Freelon / Design Director
Architect: NC, FL, DC, VA, TX, MD, LA, SC, PA, MA, IL, CA

Zena Howard / Managing Director
Architect: NC, NY

David Brownlee / Director of Operations
No Registrations

Chris Garris / Design Principal
Architect: NC

Derek Jones / Principal
Architect: NC, NY, NJ

Kenneth Luker / Design Principal
Architect: NC

Sean Murphy / Principal
Architect: NC, NJ, SC

Kevin Turner / Principal
Architect: NC, VA

Joseph Wagner / Principal
Architect: NC

TYPES OF SERVICES

Architecture
Branded Environments
Interiors
Landscape Architecture
Planning + Strategies
Urban Design

PERKINS+WILL takes pride in creatively matching the institution's mission and educational program with means, budget and appropriate technologies.

Perkins+Will's Library portfolio embodies the basic theme of our practice: ideas and buildings that honor the broader goals of our society. **Civic and cultural buildings must stand the test of time.** As creative thinkers, Perkins+Will brings innovative ideas to the public realm. As designers of public buildings,

we craft timeless and highly sustainable buildings that become symbols for their institutions and are part of the legacy we hand down to future generations.

Ranging in scope from major national museums to local libraries and small public safety facilities, these buildings represent long term commitments by communities and institutions to the present and future. Our designs celebrate the identity and needs of a community and give physical form to the important functions they contain. Our public work fuels public-private partnership, sustained investment in community, and balanced growth. In an enduring way, they serve as real-time markers of our values and our belief in social and cultural betterment through design. Perkins+Will sets itself apart by adhering to strong principles of design.

Our Idea-Driven design process is rooted in what matters most to our clients, reflecting and reinforcing our client's core values with each project. Every project is also unique; no predetermined design agenda or aesthetic. Instead, our Idea-Driven design concepts seek an architectural expression that is most appropriate to each project. Our designs deliver lasting value to our clients because each is executed with a thoughtful attention to craft that inspires the creative use of materials and the art of assembly.

Finally, we recognize that we cannot do this alone. Our carefully selected team of consulting designers and engineers share these core values and have repeatedly worked with us to realize our clients' aspirations.

December 5, 2017

Town of Carrboro Finance Director
301 West Main Street
Carrboro, North Carolina 27510

**Re: Response to Statement for Qualifications for Architectural Planning Services
for the Design of the 203 South Greensboro Facility / RFP #540-1**

Dear Mrs. McGuire,

We are pleased to submit our qualifications for Architecture and Planning Services for the 203 South Greensboro Street Facility. We have reviewed and understand the intent of the project and your request for qualifications. At Perkins+Will, we believe in the power of design to enhance our daily lives and in the architect's ability to choreograph the human experience. That optimism is what motivates us. Perkins+Will was formed more than 80 years ago to be process-driven as much as results-oriented: our practice is based on the conviction that the best design comes not from a predetermined aesthetic but, rather, reveals itself through a process of discovery.

Our team is united in our commitment to work with you as a valued partner. We are not a team of "either/or" but, instead, one of "both/and": both local and national, creative and commercial, intuitive and rational, agile and substantial, emerging and established. We are small enough to give you our personal attention yet large enough to have vast in-house expertise. We are traditional artisans who value both the handcrafted and the emerging technologies and methods of construction. We are adept at solving complex problems and yet appreciate the beauty of simplicity.

With active or recently completed projects involving a wide spectrum of art and community centers, we are helping our clients deliver programs and services that serve the life-long learning interests of 21st century communities. We have assembled a superb team of Triangle-area consultants who share our commitment to design excellence.

Our team's capabilities and proven experience on similar projects is an excellent match for the Town of Carrboro. We believe that our team offers the following strengths and advantages:

We bring insights. More than just solutions, we help you peer into the future through a team of experts in development, traffic planning, arts and library innovation.

We have recent experience with facilities that integrate community libraries with civic and private partners.

We recognize culture as the foundation of a strong community. Our stakeholder engagement process uncovers that culture and translates it into universal expression.

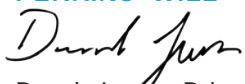
We understand the process that begins with meaningful engagement with your stakeholders, comes to life in a creative fundraising campaign, and blossoms in partnership with your builder.

We are local. Our Durham office is less than 20 minutes from your site.

We appreciate this opportunity to present our team's credentials and look forward to meeting with you to discuss how our experience and approach can best serve the Town of Carrboro.

Sincerely,

PERKINS+WILL



Derek Jones, Principal
e. Derek.Jones@perkinswill.com

04 Experience

DESIGN PRINCIPLES

Well-crafted buildings designed around meaningful human experience connect people to places. It is the product of a thoughtful and engaged design process. At Perkins+Will, we recognize the value of ideas and insights that increase a project's long-term value. We are not just your designer. We are long-term strategic partners that collaborate with clients to develop building solutions that elegantly meet today's needs while anticipating future changes and maximizing real estate potential.

For the 203 Greensboro mixed-use project, we will help you solve today's challenges while building in the necessary contingencies to minimize the risk of obsolescence in a dynamically changing world.

YOUR PROJECT

The Town of Carrboro is a vibrant community of active and engaged citizens, as seen at the Farmer's Market on a Saturday morning or an evening performance at the Cat's Cradle. The location of a new Southern Branch Library in downtown Carrboro has been part of the public conversation for years. This Multi-tenant project, which expands on programming work performed by Perkins+Will for the Orange County Library in the spring of 2014, will provide for a large community facility of Town offices, partner community organizations and parking.

Located on South Greensboro Street, the project site sits at the junction of residential scaled homes and the denser commercial core of Downtown. Introducing a new structure between such distinct building types requires sensitive design with careful attention to scale, streetscape, outdoor amenity spaces and access – both pedestrian and vehicular. The building should contribute to the town and become a beloved neighbor.

Looking around Carrboro there is a rich architectural texture – mill buildings, masonry commercial and highly detailed residential homes. This eclectic context of adjacent structures calls for this project to serve as a bridge between building scales and neighborhoods. Given its proposed height the building will have a vertical presence that needs to be carefully crafted to sensitively integrated with its surroundings.

Perkins+Will is a recognized leader in civic and cultural design. From the work we have done in adjacent Durham County, for their Health and Human Services campus to development work we are doing in Raleigh, Detroit and Vancouver, we are constantly immersing ourselves in communities and their stories. From our Durham studio, we have worked with libraries and communities across the country helping them realize their vision for mixed occupancy buildings. Working with stakeholders to right-size building programs and look for areas where multiple tenants can “share” space is a way we are constantly challenging our clients to think outside of the box to provide innovative, sustainable and efficient buildings.

“Libraries nevertheless remain portals of knowledge and learning”

-Derek Jones,
National Practice Leader for
Libraries and Museums / Perkins+Will

PARKING

Buildings in downtown areas like Carrboro require creative solutions to deal with parking demands. Quick and dedicated access for library patrons or Town office functions needs a thoughtful zoning of site access. Pedestrian access and flow must work seamlessly with vehicular and service access, to provide a safe, family oriented development where people and vehicles coexist. It is the tension between privileging automobile and pedestrian access that takes careful attention and a well choreographed execution plan. In an age where driverless cars are a reality and the projected need of dedicated parking space will start to decline, creating parking solutions that easily convert to other uses in the future is a way of providing flexibility and longevity for future generations of Carrboro residents.

04 Experience

Perkins+Will works closely with our sister company Nelson\Nygaard to look at creative solutions around transit, mobility, and parking. Nelson\Nygaard has pioneered an approach that demystifies the real costs of parking and develops strategies for sharing resources, reducing trips, integrating new technology, and appropriately pricing parking. Their multimodal skillset also helps us to proactively and flexibly respond to the mobility impacts of emerging technologies.

Nelson\Nygaard's approach is to find a cost-effective blend of solutions specific to local needs. They challenge perceptions, build consensus, and win community support for policies, regulations, and plans that put parking needs in the context of desired outcomes. In doing so, Nelson\Nygaard helps communities save money, conserve resources, and achieve their larger goals for economic development and improved quality of life.



Stakeholder Engagement Meeting at Orange County Library, South Branch / Carrboro, North Carolina

STAKEHOLDER ENGAGEMENT

With any project in the public realm, working with communities and stakeholders is key. The North Carolina Practice of Perkins+Will has proven the ability to work with diverse constituents to achieve award-winning projects embraced by the communities they serve. Through a robust public engagement process, consensus, and excitement for a project is created and nurtured. From our work at the Mississippi Civil Rights Museum to our projects for the DC Public Library; public discourse and dialogue influenced

design decisions that ultimately became beloved projects and places.

The Perkins+Will team and project stakeholder group may see the benefit of hiring a specialist in community engagement and economic development strategies. We have worked successfully with these consultants in the past and help leverage their expertise to enhance culture and the quality of mixed-use projects.

“I just wanted to extend a huge thank you to everyone involved for one of the most powerful sessions I have ever been a part of.

It was super inspiring watching the team weave together the personal stories from the group and desires from the larger community with the layers of (often conflicting) objectives gathered from the City departments.”

-Emory Davidge

Engagement Specialist from the City of Vancouver on the Hogan's Alley Project in Vancouver, BC

04 Experience

AGENCIES

At Perkins+Will, we are well versed in working with governmental agencies to realize our clients' projects. Whether it is the Commission of Fine Arts in Washington, DC, the North Carolina State Construction Office, or local code officials, each project requires clear direct communication and timely response for success. Being proactive and seeking preliminary reviews helps to get information out

early and assure meeting your critical path schedule. We work in all of the surrounding Triangle counties and bring our knowledge of local and state codes to the project. Department of Insurance reviews are typically required for municipal projects and we have experience working with their team.

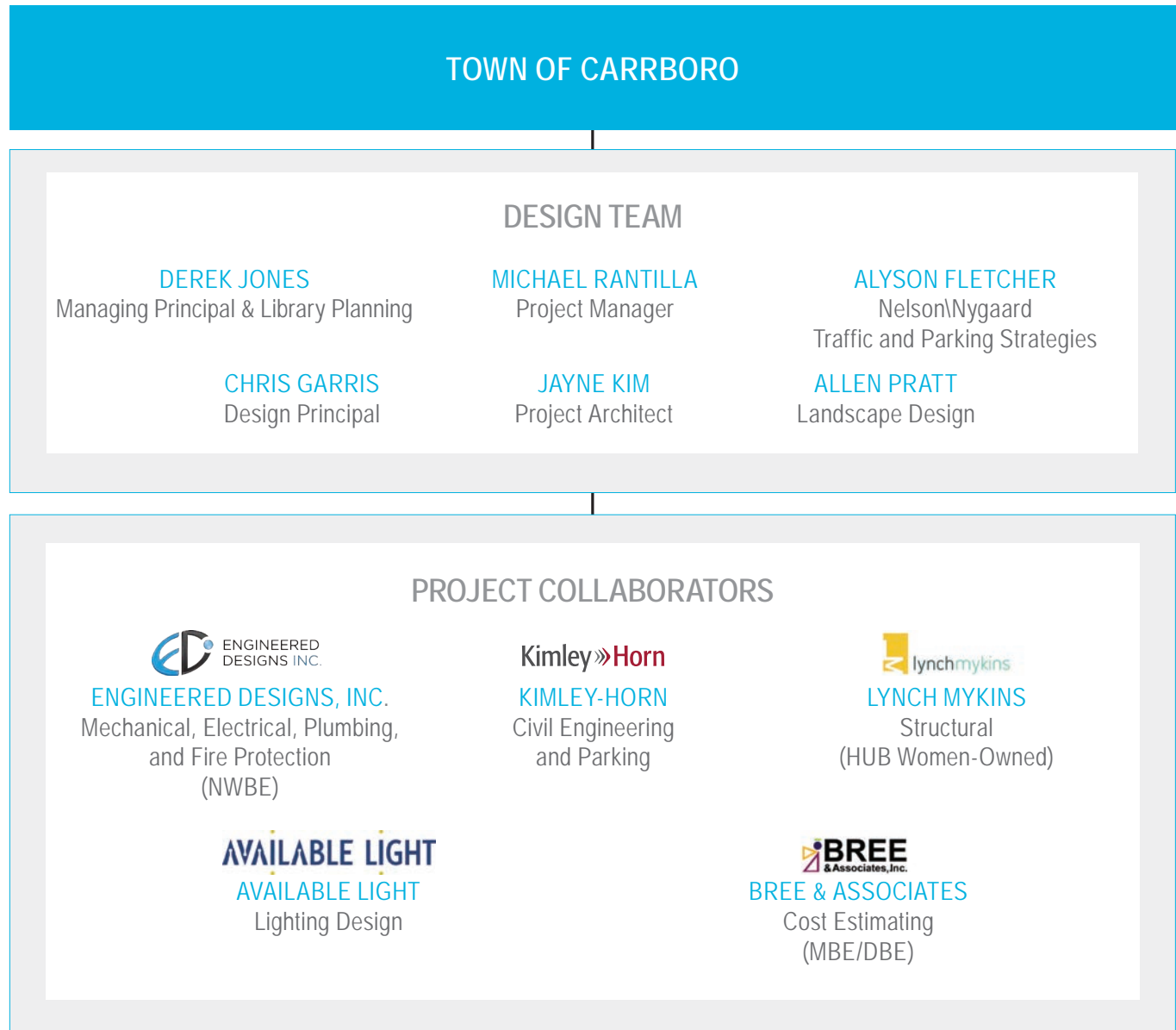


Public Art Features at Durham County Libraries, South Regional / Durham, North Carolina



Vulcan, Inc. Allen Institute for Brain Science / Seattle, Washington

05 Project Team



Firm's commitment to keep the originally-assigned project team through project completion.

At Perkins+Will, we feel strongly that continuity of the design team through all phases of the project produces superior results. Of course, the project team adjusts in size to the work effort required in each phase, and we make every reasonable effort for core team members to stay involved from project kickoff to completion.

If for any reason a change is required in any of these core team members, we will discuss the reasons for the change with the client and mutually agree upon the best replacement team member. We will not change members without prior approval from the client.

05 Project Team

**DEREK JONES, AIA, LEED AP®**

Derek serves as the Perkins+Will national practice leader for museums and libraries. With his years of international service in Asia and Europe and cross-cultural knowledge, Derek has a particular expertise in cultural project types including museums, cultural centers and libraries. As the Perkins+Will practice leader for libraries, Derek has lead the design for a wide range of libraries including, large central facilities, academic research libraries, scholarly archives, and community libraries that aim to mix programs with other public entities and culturally aligned partners. Whether bridging cultural differences for transnational clients or translating cultural diversity and questions of identity into the architectural experience of a museum, Derek works closely with clients to build collaborative solutions to complex problems.

FIRM AND ROLE

Perkins+Will / Managing Principal
and Library Planning

RELEVANT EXPERIENCE

Orange County Public Library
Southern Branch, Public Engagement
and Preliminary Programming
Carrboro, North Carolina

New Castle County
Route 9 Library + Innovation Center
New Castle, Delaware

NC State University
Gregg Museum of Art and Design
Raleigh, North Carolina

Chicago Public Library
Northtown Library
Chicago, Illinois

**MICHAEL A. RANTILLA, AIA, LEED AP® BD+C**

Michael brings an international and client-focused vision to his projects. In his 20+ year career, he has concentrated primarily on civic, cultural and higher education clients. Michael led the production teams for several of the firm's award-winning projects, most recently the National Museum of African American History and Culture and the Tenley and Anacostia Branches of the District of Columbia Public Libraries. Michael is a native of São Paulo, Brazil, and received his Bachelor of Architecture degree from Cornell University, which included studying abroad in Rome. After becoming an Associate Principal in 2012, Michael served as Operations Director for the São Paulo office from 2014-2016 and is now the Technical Director of the North Carolina practice. Michael is also a frequent architectural lecturer, juror, and design studio critic.

FIRM AND ROLE

Perkins+Will / Project Manager

RELEVANT EXPERIENCE

District of Columbia Public Library
• Tenley-Friendship Library
• Anacostia Library
Washington, DC

Durham County Libraries
• East Regional
• North Regional
• South Regional
Durham, North Carolina

Wake Forest University
ZSR Library Renovation
Wake Forest, North Carolina

Smithsonian Institution
National Museum of African American
History and Culture¹
Washington, DC

¹ The Freelon Group, Architect of Record, was part of the Freelon Adjaye Bond/SmithGroupJJR collaboration.

05 Project Team

**CHRISTOPHER H. GARRIS, AIA, LEED AP®**

With over 25 years experience, Chris is a strong voice for design excellence within the North Carolina practice, having contributed to many of the firm's noted design projects. Chris has design experience within a number of building types including commercial headquarters, corporate office, science + technology, higher education, cultural, and transportation facilities.

Chris' broad experience enables him to combine creative design concepts with details of advanced building technology, ensuring that each design is thoroughly considered and executed. He is keenly aware of the role quality design can play in championing client values.

FIRM AND ROLE

Perkins+Will / Design Principal

RELEVANT EXPERIENCE

Harvey B. Gantt Center for
African American Arts + Culture
Charlotte, North Carolina

Orange County Public Library
Southern Branch, Public Engagement
and Preliminary Programming
Carrboro, North Carolina

Wake Forest University
Z Smith Reynolds Library Concept Study
Winston-Salem, North Carolina

District of Columbia Public Library
Martin Luther King Jr. Memorial Library
Design Services
Washington, DC

**JAYNE KANG KIM, AIA, LEED AP® BD+C**

Jayne has over seven years of experience on a variety of project types including healthcare, cultural, higher education, and urban planning. She offers her diverse project management expertise combined with proven strength in strategic planning and comprehensive project execution, from concept through construction. Accomplished and results-focused, she has delivered complex architectural projects through various regulatory processes. She is dedicated to design excellence and to delivering clients projects that meet their needs and expectations.

FIRM AND ROLE

Perkins+Will / Project Architect

RELEVANT EXPERIENCE

Perkins+Will Design Leadership Council (DLC)
Excess in the City: The Challenges of Prosperity
Design Competition for Imagining the future of the
Police Headquarters in Durham, North Carolina

Florida State University*
Ringling Museum of Art
Center for Asian Art
Sarasota, Florida

The Menokin Foundation*
Menokin Exhibition and
Conservation Center
Warsaw, Virginia

Hamilton College*
The Kennedy Center for
Theatre and the Studio Arts
Clinton, New York

*Jayne Kang Kim served as Project Designer/Project Manager in previous association with Machado Silvetti Associates.

05 Project Team

**ALLEN PRATT**

Specializing in luxury residential and public realm design, Allen has experience with a range of projects throughout the southeast United States and Middle East. His involvement with urban projects on-structure compliment his architectural background and demonstrate a strong ability to collaborate across disciplines and contribute to diverse project teams. His work includes high-end amenity decks, large and small scale green roof designs, public plazas, and public realm design. Allen's interest in the integration of art, architecture, and landscape design facilitate unique design solutions that strive for conceptual clarity and technical precision.

FIRM AND ROLE

Perkins+Will / Landscape Architect

RELEVANT EXPERIENCE

Savannah Harbour Waterfront
Batson-Cook
Savannah, Georgia

West Edge District Public Realm
Gateway Development
Charleston, South Carolina

**FIRM LOCATION**

Multiple Locations with a local
Durham office

PROJECT ROLE

Traffic and Parking Strategies

Nelson\Nygaard is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. They recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. The firm's hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, their plans are renowned as practical and implementable.

Nelson\Nygaard joined Perkins+Will as a "sister company" in May 2016. The strategic partnership enabled both companies to expand and diversify their worldwide mobility service offerings, providing a comprehensive package that includes everything from strategic master planning for cities and sites to architectural, interior, urban, and landscape design.

KEY PERSONNEL**ALYSON FLETCHER**

Alyson Fletcher focuses on multimodal parking and transportation studies, which encompass best practices for integrating modes. Alyson has an inter-disciplinary background in architecture, planning and landscape architecture. Before joining Nelson\Nygaard, Alyson not only worked for an architecture but also worked on civic landscape designs for stormwater infrastructure projects in Philadelphia and on the Neighborhood Bikeways Network for the Active Transportation Alliance in Chicago.

PROJECT ROLE

Traffic and Parking Strategies

06 Construction Administration Service Delivery Model

Construction Administration (CA) is where the rubber meets the road. All of the work, preparation and dreaming that you have done to bring a project to fruition will be realized in this phase. Perkins+Will understands that a good design must become a great building or the project is not successful.

We believe a partnering approach to CA is the most effective way to deliver a well-crafted and -constructed building, free of maintenance problems, delivered on time and within the construction budget. We realize that CA is as important as any other phase of the project if the building is to be realized as it was conceived. At Perkins+Will, we see construction as a continuation of the overall project rather than a separate type of work. Therefore the team responsible for producing the design and documentation continues as the CA team. This arrangement allows for continuity of design idea and clarity about project priorities. It also ensures that value engineering efforts and other cost-related decisions are carried out in the field. This approach is especially helpful when working with a Construction Manager so that the team's existing working relationships can be carried into the field and all parties held accountable.

We understand that one key to a successful construction project is timely processing of information. In addition to our qualified design team, an experienced CA Administrator is assigned to each Perkins+Will project during the Construction phase. The CA Administrator is responsible for the efficient processing of all project information, including RFIs, submittals, pay

applications, bulletins and proposals. They issue the project control logs, track all information deadlines, and help keep the design team organized and efficient.

Our web-based project management software allows secure access to documentation such as design documents, schedules, meeting notes, requests for information, submittal logs, and change order status. The information is available anytime, anywhere, by any authorized party. The software also facilitates rigorous tracking of issues with automated reminders to ensure matters are brought to closure. This virtual project platform is accessible to our clients at no cost. We require contractors to comply with electronic submittal review and tracking protocols to expedite work flow and rapidly distribute the most up-to-date documentation. The record of electronic information transactions is also fully searchable for quick access to relevant data. Our information and issue tracking software includes automated alerts and monitoring of non-conforming work. For the Town of Carrboro 203 S. Greensboro Street project, this meticulous control of the flow of information will be vital to the project's successful completion.

For final inspections, we use a digital punchlist software that is downloadable to tablet devices for easy mobility in the field. It consolidates written descriptions with document notations and site photographs for a complete description of any non-conforming work to be corrected. The contractor can use the tool to assign tasks to their sub-contractors and update the status of corrective work in real time.

07 Statement on How Our Team Will Encourage Local Participation

Describe manner in which firm would encourage local construction companies' participation in this project in keeping with the Town and County interests in this project enhancing the local economy.

We commend the Town of Carrboro's efforts to engage local, minority, woman-owned and disadvantaged businesses. This is especially important with regard to the construction phase of a project where the majority of business opportunities (by dollar volume) exists.

Our strategy for engaging qualified sub-contractors includes working with BREE Associates to identify local certified subs. We also regularly consult with The Institute for Minority Economic Development, a nonprofit management consulting and services firm focused on business diversity. Their Construction Business Diversity program matches minority contractors and sub-contractors with construction industry leaders. This program also helps to prepare a broader field of companies for success in public and private contracts.

07 Statement on How Our Team Will Encourage Local Participation

Specifically, during the bid period we include qualified local contractors and sub-contractors on the pre-bid conference invitee list. We host construction document review workshops for companies needing help reading plans and specifications. We also organize informal gatherings where established general contractors and major sub-contractors connect with local firms, exchange information and establish working relationships.

We understand that the positive economic impact of this project should extend to as many local businesses as possible. We will work with the Town of Carrboro to achieve this goal.

08 List Current Ongoing Projects

Describe how other existing trips to the area could contribute to cost savings on the services sought.

As a local firm just 11 miles away from the project site, the time and expense of trips to the project location will be very minimal in comparison to any non-local firms pursuing this project.

CURRENT PROJECTS

NAME	START DATE	END DATE	EST CONSTR COST
NC Replacement - Western	3/19/2014	3/30/2018	247,128,000
Union County Human Services - CD/CA 2	12/1/2012	3/2/2018	24,376,000
Wake Tech Full Service	2/10/2015	3/23/2018	52,416,000
Capital Boulevard Brewing - CDs	8/22/2016	1/10/2018	3,024,000
Durham VA-OR's	4/22/2015	8/15/2018	4,032,000
Motown Museum Expansion - SD-CA	8/22/2015	10/1/2020	35,000,000
DUMC - Bed Tower CD	9/28/2017	7/15/2018	117,712,000
DUMC MSRB III Full Service	1/12/2016	11/2018	64,022,000
Brooklyn Village Second Ward Charlotte	1/25/2018	TBD	31,486,000
Wheeler Avenue Baptist Church	12/16/2016	1/15/2020	32,368,000
NC Freedom Park	2/2/2017	8/15/2018	4,200,000
Develop Detroit - Eastern Market Gateway	3/29/2017	3/2/2018	7,154,000
Greenville Town Common	6/6/2017	6/18/2018	1,778,000
Foundation Medicine 1st Floor Renovation	6/19/2017	2/15/2018	7,658,000
Sugar Hill Mixed Use Development	8/7/2017	1/19/2018	1,848,000

09 Previous Experience / Town Offices

DURHAM COUNTY HUMAN SERVICES COMPLEX

Durham, North Carolina



SIZE 277,000 square feet

CLIENT CONTACT INFORMATION

Durham County Engineering
Gayle Harris
Director of Public Health
919.560.7600
gharris@dconc.gov

PROJECT TEAM

Paul Banta, Project Manager

COMPLETION DATE

2013

TOTAL PROJECT BUDGET

\$70 million

Change order information unavailable

The new Durham County Human Services Complex houses the Departments of Public Health and Social Services as well as the administrative offices for Mental Health and some county-wide facilities, including a large meeting facility.

The new facility is designed as a courtyard building. The façades all front their respective streets to give the building an urban presence, while the internalized courtyard becomes a "gem" within the urban setting. The building has been designed with the main circulation facing the inner courtyard to provide an abundance of natural light and air to both employees and visitors.

The most-visited programs are located along the lower two floors, while the majority of the administrative

departments are on the upper levels. In addition to the main lobbies, there are several informal access points at appropriate locations for employees, special clients and users of the county facilities.

Because the new Durham County Human Services building sits on the site of the original Public Health Building, the phasing of the project was crucial. The building was designed to be constructed in two phases: The first phase, constructed along Queen Street and Ramseur Street, allowed all of the existing Public Health employees to move into their new facility before the old building was razed. Once the existing building was demolished, the portion along Dillard Street and Main Street was constructed, as well as the interior courtyard.

09 Previous Experience / County Libraries

NEW CASTLE COUNTY ROUTE 9 LIBRARY + INNOVATION CENTER

New Castle, Delaware



SIZE 43,000 square feet

CLIENT CONTACT INFORMATION

Diana Brown

Community Services Administrator

New Castle County Library

djbrown@nccde.org

PROJECT TEAM

TetraTech: Architect of Record

Perkins+Will: Design Architect

Derek Jones,

Managing Principal & Library Planning
and Design

COMPLETION DATE

2017

TOTAL PROJECT BUDGET

Original bid: \$19.3 million

Final cost: \$19.9 million

Change order amount: \$650,000

The New Castle County Route 9 Library & Innovation Center is a state-of-the-art library and community hub that provides access to traditional resources as well as new technologies, creative production tools, and skills development programs to the surrounding community.

Noteworthy spaces include:

- A Sensory Room, where visitors can modulate the levels of sensory stimulation to their personal preferences, will serve children at all levels of the autism spectrum. Developed in partnership with Autism Delaware and designed by Perkins+Will, this is the first sensory room in the United States designed for a public library.

- The STEM Lab (Science, Technology, Engineering, and Math), a Media Production Studio, and the Maker Space will inspire creativity and challenge the imagination of all patrons.
- In the Scriptorium, children and young adults will learn to hone their writing skills using both analog and digital communication tools.
- Children and adults can create together in a dedicated Lego® Room.

These featured spaces are oriented along Route 9 where they figuratively and literally connect to the greater community.

09 Previous Experience / County Libraries

DISTRICT OF COLUMBIA PUBLIC LIBRARY TENLEY-FRIENDSHIP LIBRARY

Washington, DC



Mixed-Use Study



SIZE 21,472 square feet

CLIENT CONTACT INFORMATION

Jeff Bonvechio
202.442.6070
Jeffrey.Bonvechio@dc.gov

PROJECT TEAM

Perkins+Will: Lead Designer and
Architect of Record
R.McGhee Associates: Associate
Architect

Michael Rantilla, Project Manager

COMPLETION DATE

2011

TOTAL PROJECT BUDGET

\$10.9 million
Change Order Amount: \$507,302

Inspired by the image of an open book, the design of the District of Columbia's Tenley-Friendship neighborhood library explores the contrasts of opacity and transparency. The building's windowless exterior on the south and west sides wraps and protects the library, like the cover of a book. In contrast, the north and east elevations of the building exhibit a transparent, visually porous skin, welcoming pedestrians traveling along Wisconsin Avenue and Albemarle Street. Perforated vertical fins along the length of these facades allow for shading while reinforcing openness and accessibility. This approach provides the reading rooms and stack areas with diffused natural light and minimal glare.

The library is a two-story building with a partial third floor containing mechanical space and a roof terrace/garden. The "active and fast" elements of the program are located on the first floor, while the "slower and quieter" areas are on the second floor. Enclosed elements such as the workroom, toilets, and meeting rooms are located to the west side of the plan, allowing the eastern half to remain open, with high ceilings in the stack and seating areas. A double-height atrium with a monumental stair serves as the nexus for all building circulation.

09 Previous Experience / Arts + Culture Projects

NC STATE UNIVERSITY GREGG MUSEUM OF ART AND DESIGN

Raleigh, North Carolina



SIZE Renovation: 8,412 square feet
 New Construction: 16,715 square feet
 Total: 25,127 square feet

CLIENT CONTACT INFORMATION

NC State University
 Lisa Johnson
 University Architect
 919.515.6258
lisa_johnson@ncsu.edu

PROJECT TEAM

Derek Jones, Managing Principal

COMPLETION DATE

2017

TOTAL PROJECT BUDGET

\$7.39 million
 Total Change Orders: 5
 Change Order Amount: \$320,344
 Project is currently in close-out

The Gregg Museum of Art and Design will showcase North Carolina State University's rich collection of objects while organizing them into a manner suited to a teaching institution. After concluding preliminary site evaluation and feasibility studies of 10 potential sites, Perkins+Will was commissioned to perform full architectural design services to renovate and expand the historic Chancellor's Residence into a new university museum.

Site development challenges include providing connectivity to campus and other nearby arts-related institutions; stormwater management; and providing service, emergency, and vehicular access and parking without destroying the bucolic character of the historic house and

gardens. The building plan strategy allocates complementary roles to the existing house and new addition. Administrative and meeting functions are assigned to the existing house. The new addition will provide exhibit galleries and exhibit support spaces. Inspired by patchwork-style quilting patterns that are represented in the museum's collection, the design was conceived as a collection of galleries stitched together through spatial connections. Inside and out, the site, house, and addition are a collage of galleries of various sizes, heights, and degrees of enclosure. All together, this series of galleries provides the Gregg Museum numerous options for the display of their collection.

09 Previous Experience / Arts + Culture Projects

HARVEY B. GANTT CENTER FOR AFRICAN-AMERICAN ARTS + CULTURE

Charlotte, North Carolina



SIZE 46,500 square feet

CLIENT CONTACT INFORMATION

Harvey B. Gantt Center for African
American History + Culture
David Taylor, President, CEO
t. 704.547.3700
e. david@ganttcenter.org

ARCHITECT OF RECORD

Perkins+Will (Architect of Record)
in association with Neighboring
Concepts (Associate Architect)

PROJECT TEAM

Chris Garris, Project Designer

COMPLETION DATE

2009

TOTAL PROJECT BUDGET

\$18.8 million

Change order information unavailable

The Gantt Center celebrates the contributions of African Americans to our nation's culture and serves as a vital resource in Charlotte for music, dance, theater, visual and film arts, arts education, literature, and community outreach. The Center draws design inspiration from the historic Myers School that once stood nearby in a thriving African-American community that was eventually displaced by expansion of the central business district. The school's prominent exterior staircases inspired its byname, the Jacob's Ladder School. The Center's stairs and escalators, together with the articulation of the central atrium, pay tribute to Jacob's Ladder, linking the building to its historic context. The building is situated on a 50-foot by 400-foot tract of land and is positioned directly above car and

truck access ramps that lead to below-grade parking for the adjacent high-rise, mixed-use development. The main lobby's placement on the second floor allows vehicles to use the access ramps without interrupting the logical flow of the building's interior space. This dynamic subsurface vehicular activity and the exaggerated linear proportions of the site provided a great opportunity for a powerful architectural response to the building's program and physical context. The exterior façade of the Center is inspired by African textile designs and African-American quilting patterns. Perforated metal panels are "stitched" together by diagonal steel channels, with windows provided in areas needing daylight. The pattern continues on the north side of the building, which will eventually abut future development.

10 Sub-consultant Team



FIRM LOCATION

Cary, North Carolina

PROJECT ROLE

Mechanical, Electrical, Plumbing, and Fire Protection

Engineered Designs, Inc. (EDi) is a team of professionals providing building systems design, energy analysis, and commissioning. Their professionals seek to design buildings that not only work, but also consume the lowest amount of energy and have minimal environmental impact. Through design, energy management, and systems commissioning, EDi can assist owners in evaluating, optimizing, and maintaining building performance.

Engineered Designs, Inc. is certified as a National Women's Business Enterprise (NWBE) and holds a Statewide Utilization Certification (SWUC) issued by the State of NC HUB Office.

Perkins+Will has worked with EDi on 10 projects over the past 10 years.

KEY PERSONNEL



M. GINGER SCOGGINS, PE, CEM, LEED AP® CxA

As Principal of EDi, Ginger brings 31 years experience in design and project organization. She enjoys tackling complex technical projects with solutions that optimize building performance, are sustainable, and are compatible with clients' financial, operational, and maintenance goals. Through her involvement in the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), Ginger stays current with advances in technology, standards, and guidelines for improving and maintaining indoor environments.

PROJECT ROLE

Mechanical Engineer

In addition to design and commissioning, Ginger's responsibilities include the daily management of the firm, managing team workloads, and review of complex HVAC systems.



DAN HOLTZCLAW, PE

Dan Holtzclaw is an Electrical Engineer with 26 years of experience in the design of electrical systems for the construction industry. He is experienced in all phases of electrical design for various facilities, including standby generator sizing, interior lighting design, power distribution systems, and control instrumentation systems. His current responsibilities include design of complex electrical systems, fire alarm systems, site lighting, project scheduling, and construction administration. Dan has provided design for Educational, Municipal, County, State, Cultural, Recreational, and Healthcare facilities.

PROJECT ROLE

Electrical Engineer

10 Sub-consultant Team

Kimley»Horn

FIRM LOCATION

Durham and Raleigh,
North Carolina

PROJECT ROLE

Civil Engineering
and Parking Engineering
and Design

Kimley-Horn is one of the nation's premier planning and design consulting firms. Whether your project is national or local, involving public infrastructure or private development, they will look out for your best interest, reduce your risk, and deliver great value. Kimley-Horn engineers, planners, and environmental scientists combine the creativity to develop insightful solutions with the rigor to deliver practical results that consistently exceed your expectations. Long-range program strategies. Complex planning and design projects. Development and construction projects.

Since 1967, Kimley-Horn has delivered outcomes you can depend on—projects that can be successfully developed, permitted, and built on time and within budget.

Perkins+Will has worked with Kimley-Horn on over 100 projects over the past 11 years.

KEY PERSONNEL



CHRIS O. BOSTIC, PE

Chris is a project manager who serves both public and private clients on a variety of site civil design and development projects. He has 17 years of experience in taking projects from initial site feasibility and due diligence through preliminary and final design to construction and final punch lists in many locations across the state. His projects range in size from small site design and utility improvements to larger capital improvement projects.

Chris has a reputation among his clients and peers for providing quality deliverables, as well as superior communication and team coordination, helping to keep projects on schedule and within budget. His thorough understanding of the site development process makes him a valuable asset to clients and team members.



MATTHEW S. SUMPTER, PE

Matt has 10 years of structural engineering experience, which includes structural design, structural evaluation and rehabilitation design, construction administration, and project management. As a member of the Parking practice at Kimley-Horn, he is accomplished in designing and repairing structural and waterproofing systems to prolong the life of parking structures. He also has experience performing strategic planning and parking management, which has included functional layout of parking, functional layout of signage, and parking studies.

PROJECT ROLE

Parking Engineering and Design

10 Sub-consultant Team



FIRM LOCATION

Raleigh, North Carolina

PROJECT ROLE

Structural Engineering

LYNCH MYKINS (LM) offers design and construction administration services in the field of structural engineering. Other services include investigations of structural failures or accidents, feasibility studies, and design of special structures and foundations. LM has been responsible for the design of buildings and other structures at a rate of over \$800 million in construction value per year. LM has a proven track record of successful structural designs for nearly every conceivable building type over the last 40 years.

Lynch Mykins is a certified SAM - Woman Owned Small Business (WOSB) and a Historically Underutilized Business (HUB) Certified - Woman Owned Business with the State of North Carolina.

Perkins+Will has worked with Lynch Mykins on 10 projects over the past 5 years.

KEY PERSONNEL



ANNA LYNCH, PE

Anna is an innovative and energetic professional with significant project management, business development, and engineering experience. She places client relationships and their satisfaction as a priority in and out of work. She is continually a strong and reliable manager, with a professional work ethic, even in high stress, fast-paced environments. Clients trust her with emerging and multifaceted responsibilities in which she has proven to excel. Anna has demonstrated excellent leadership, management, communication and interpersonal skills, which have made her a successful and respected office manager.

PROJECT ROLE

Structural Engineer



JEFF MORRISON, PE

Jeff is dedicated to providing exceptional service to our clients on all projects. He works closely with all team members to verify that the client's needs are being met in the most cost-effective and efficient ways possible.

Since 1999, Jeff has successfully managed the construction documentation and construction administration of a broad range of projects including successfully managing the firm's work for the city of Raleigh and specifically public safety projects for the Raleigh Fire Department. Jeff works tirelessly to verify that public safety buildings are designed to be functional, durable and easy to maintain.

PROJECT ROLE

Structural Engineer

10 Sub-consultant Team

AVAILABLE LIGHT

FIRM LOCATION

Raleigh, North Carolina

PROJECT ROLE

Lighting Design

Available Light is a lighting design firm working in the fields of Architecture, Museum Exhibition, and Corporate Theater. Since 1990, Available Light has created effective, innovative, and economical lighting solutions for many challenging projects around the world.

Available Light's goal is to balance creativity, strong technical solutions, and good business sense. As a team, they work to bring their skills and experience to the service of the designer's vision and to meet the owner's needs.

Perkins+Will has worked with Available Light on 4 projects over the past 2 years.

KEY PERSONNEL



DEREK BARNWELL, ASSOC. IALD, IES

Derek has over 27 years experience designing lighting systems for museums, architecture, and entertainment. He is well-experienced with the Smithsonian Institution's goals and requirements for exhibit lighting design, and has significant experience with exhibits designing lighting systems for museums, architecture, and entertainment. Derek possesses a profound understanding and appreciation for lighting and architecture from many perspectives: creative, technical, and logistical.

PROJECT ROLE

Lighting Designer



FIRM LOCATION

Durham, North Carolina

PROJECT ROLE

Cost Estimating

BREE & Associates, Inc. (BREE) is a Consulting Engineering/Construction Management firm that incorporated in 2000.

Since then, BREE has seen tremendous growth and success. Presently, they have a qualified staff of cost estimators, project schedulers, project/construction managers, and inspectors as well as administrative support.

BREE and Associates, Inc. is certified with the State of North Carolina as a Historically Underutilized Business and is listed in the Statewide Uniform Certification (SWUC) Program database.

KEY PERSONNEL



ERIC C. PHOENIX

Eric has over 24 years of experience and has served as a Senior Project Manager on numerous projects. He has successfully managed many complex projects, and his responsibilities and specialties include cost estimating, negotiating contracts, planning, cost control, CPM scheduling, bid proposal solicitation and review, construction administration, quality assurance inspections, pay application approval, quality control, and change-order management. As a Project Estimator, estimated many types of projects which including facilities, environmental, and transportation. Provided estimates at the conceptual, schematic, design development and construction documents stages of design.

PROJECT ROLE

Cost Estimator

11 Willingness to Affiliate With Minority, Woman-Owned, or Disadvantaged Businesses



PROJECT HUB PARTICIPATION

EDi

Mechanical, Electrical, Plumbing, and Fire Protection Engineers

Certified National Women's Business Enterprise (NWBE)

LYNCH MYKINS

Structural Engineering

HUB Certified Women Owned Business

BREE & ASSOCIATES

Cost Estimating

Certified Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE)

The incorporation of HUB firms into project planning and design can be accomplished in the design and construction industry in a number of ways. Some approaches allow meaningful participation in design and decision-making while others afford only base compliance with federal requirements.

The most common approaches include:

- Designation of specific design discipline (such as electrical engineering) or a key project element (such as the utility system), and assignment of full design and contract documentation responsibilities.
- Formation of a partnership between an HUB firm and a non-HUB firm to complete a specific assignment. HUB access to larger project opportunities is afforded and expertise is gained from the perspective of each participant. This is a preferred approach to newly-formed or small HUB organizations.

- Utilization of HUB firms as a source of project staffing. This approach, known as brokering, usually fills positions at the "lower" end the organization chart and is inconsistent with the goals of HUB guidelines.

Perkins+Will is committed not only to meeting the specified goals for HUB participation, but also to meeting the larger goals of meaningful participation. We have established relationships with numerous HUB firms across the nation, and have found our collaborations to be mutually rewarding.

12 Demonstration of Quality Control and Assurance Processes

QUALITY CONTROL AND MAXIMIZING DESIGN QUALITY

Perkins+Will has a highly developed quality control system. We have developed a rigorous multi-disciplinary Quality Assurance and Quality Control process (QA/QC) with the goal of improving document coordination, meeting schedule and budget, ensuring technical accuracy and reducing revisions and change orders. The process engages all members of the project team. When there is a full commitment of each team member, the process works to achieve the Owner's goal of a high quality project on budget and on time. An integrated team approach to the project budget, constructability, cost effective design solutions, and analysis of value opportunities and constraints provides a design that aligns itself with the projects goals and objectives.

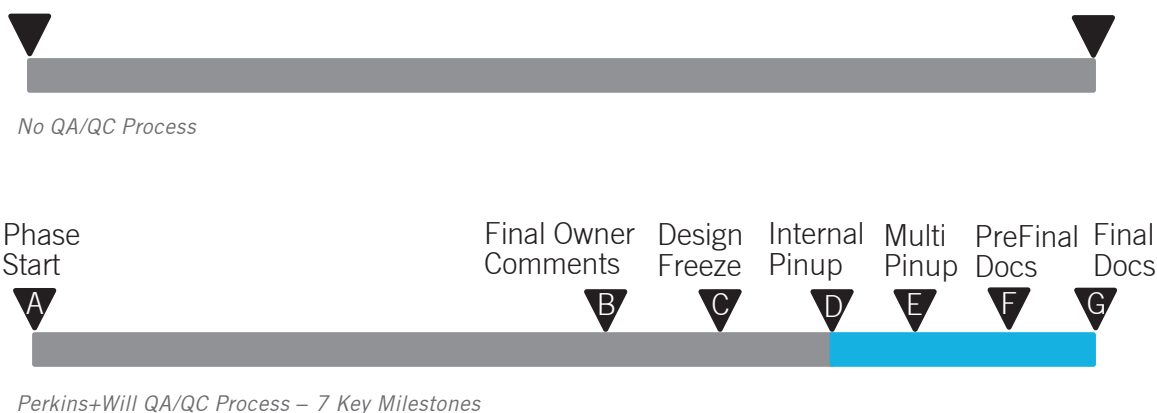
QUALITY CONTROL PROCESS SUMMARY

- The goal of our QA/QC process is to continually improve client satisfaction via higher quality deliverables which lead to a smoother construction phase and a better project
- Quality can only be achieved by following a clearly documented, intentional, and rigorous process
- We assign a QA/QC Coordinator to each project who is independent from the project team and takes advantage of their fresh and experienced perspective

- Our process takes a multi-disciplinary approach to prioritize and scrutinize the project areas of highest risk
- We utilize a series of checklists that target zones of the project during two pinup sessions per phase; one internal and one multi-disciplinary
- Accountability is verified via a QAQC approval memo signed off by project leadership within each design team office
- The construction industry still relies on hard copies, thus we focus on the final paper deliverables, while also leveraging digital tools where applicable
- Proven Success: The North Carolina Practice of Perkins+Will has competed against the other 23 Perkins+Will offices in our annual Excellence in Execution competition, which evaluates construction deliverables, and has won in 2015 and 2017.

PROVEN SUCCESS

The North Carolina Practice of Perkins+Will has competed against the other 24 Perkins+Will offices in our annual Excellence in Execution competition, which evaluates construction deliverables, and has won the firm's technical excellence award in both 2015 and 2017.



13 Pending Litigation or Litigation within the Last 10 Years

At Perkins+Will we have always made a concerted effort to build positive client relationships and to prevent disputes with our clients that might require resolution by outside entities.

Nevertheless, today's business climate and the complexity of the projects we work on are such that it is virtually impossible to completely avoid all disputes. For that reason we have a process in place to elevate disputes immediately to senior management and our internal legal group who strive for early resolution. In doing so, our first focus is on our client and the project with a fact based analysis geared to resolving the problem. Determining responsibility, while eventually necessary, is secondary to that effort. To the extent required, we support the use of negotiation and a meaningful mediation process to reach resolution before having to expend valuable resources in litigation. Regardless, we are rarely unsuccessful in reaching resolution prior to trial.

Over the past five years, we have been party to a total of fifteen (15) filed claims based on its professional services, twelve (12) of which have been settled, and three (3) of which are pending. All settled claims have been resolved to the satisfaction of both parties through mediation or arbitration. Perkins+Will has no judgments against it.

None of our past claim settlements are considered financially significant for a firm of our size. We anticipate that all pending claims will be resolved in due course. According to standard business practices, we are unable to comment on the specifics of pending issues. The terms of issues settled in mediation are confidential as a condition of the settlement.

[illegible]

15 Firms Willingness to Sign Town's Standard Contract

We have performed a detailed review of the proposed agreement form. It appears from our review that the proposed agreement may have originated as a contract for construction, rather than a contract for architectural design services. Some contractual terms do not fall within the scope of a design consultant's services and are uninsurable under professional liability insurance. Moreover, language we normally see about how a design project is developed, estimated, documented, and communicated to a client and contractor, as well as important language describing the parties' duties and limitations during the construction phase, and other industry standard language is missing from this agreement form. Although we cannot certify acceptance of the proposed agreement without modifications, we believe it can be a reasonable basis for a negotiated agreement or we can alternatively propose a standard industry form of agreement for this project.

Derek Jones

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PERKINS+WILL

www.perkinswill.com

THE HEART OF CARRBORO

ARCHITECTURAL PLANNING SERVICES FOR THE DESIGN OF
THE 203 SOUTH GREENSBORO ST. FACILITY FOR THE TOWN OF CARRBORO
RESPONSES TO QUESTIONS

FEBRUARY 8, 2018



PERKINS+WILL

February 8, 2018

Town of Carrboro Finance Director
301 West Main Street
Carrboro, North Carolina 27510

**Re: Response to Follow-Up Questions for Architectural Planning Services for the Design of
203 S. Greensboro St. Facility / RFP #540-1**

Dear Patricia

We have replied to each of your questions as thoroughly as possible. We have organized our thoughts around the following overall themes, which run through the additional information provided.

- We see this project as an opportunity for a new and positive civic presence in downtown Carrboro that complements the eclectic spirit and urban texture of the site, its surroundings, and its people.
- The multi-disciplinary cultural programs being considered for the project combined with a vibrant downtown site will have an immediate positive impact on Carrboro's commercial core, and also be a catalyst for future enhancements for years to come.
- Our team takes a holistic approach to design. Sustainable energy strategies, parking and mobility solutions, and alternative landscape designs will be measured against other systems and programs that may be affected to give you the tools to make important decisions.
- We take stakeholder engagement very seriously. We strive for meaningful workshops that generate creative ideas while also aligning values and building consensus within the community.

I can assure you that we will give our very best efforts to accomplish your goals for this project. Please let us know if we can provide any additional information.

Sincerely,



Derek Jones, AIA, LEED AP®
Principal
Perkins+Will
e. Derek.Jones@perkinswill.com

RESPONSES TO QUESTIONS



*Black Box Performance Space
Parkland College Arts Center*

1. What is the possibility of including solar power with battery storage, consistent with recommendations in the NC Clean Path report?

The project can be designed such that the roof, façade, and site can support various solar hot water and photovoltaics. Battery storage can be provided, but it comes with cost/benefit trade-offs in terms of pay-back. Battery storage systems can be heavy and require maintenance. There may be additional structural costs to physically support the batteries as well as dedicated cooling to offset battery generated heat loads.

The NC Clean Path report is focused on the use of solar with battery back-up for new buildings in order to reduce the need for new nuclear plants, fracking and transmission losses. The goal of the report is to reduce greenhouse gas emissions from coal and natural gas plants generating electricity by 100% by the year 2030. NC CLEAN PATH 2025 plans to make local solar with battery storage the backbone of the statewide electricity source.

We agree whole-heartedly with this approach, and support any municipality or client that chooses to use their dollars to install solar and battery systems on their facilities. The decision becomes more difficult in light of the fact that the Federal and State incentives regarding renewable tax credits expired at the end of 2015. Duke power, however, does offer incentives, both prescriptive and calculated, for energy efficient measures that are utilized on building design and operation. EDI works often with The Weidt Group, which is a group contracted by Duke Power to provide energy calculations for projects to determine available incentive credits that clients can use on their buildings. While these incentives do not typically cover the entire cost of the installations, they do help clients move in the direction in which the NC Clean Path report is advocating and reduces the load on our inefficient power generation plants thereby reducing greenhouse emissions.

We can provide energy models and life cycle costing to evaluate types of renewable energy systems and determine which can pay for themselves within a time frame that is acceptable to the Town.

2. What are the possibilities for maximizing urban trees into the site design? Consider and comment on the approach used in the terrace concept in Turin, Italy, where trees were included in the design to absorb noise and pollution?

Turin presents a very different climate and landscape solution from central North Carolina. That being said, the basic principles of using landscape to mitigate noise and pollution while also enhancing the biophilic design is relevant. By referencing the 25 Verde (Turin, Italy) approach of on-structure tree-planting, we can offer some insights into opportunities and challenges for your project:

Opportunities

- Visibly iconic “green” building with progressive design approach
- Creates unique outdoor spaces that also perform ecologically
- A building that blends the eclectic scale and texture of downtown Carrboro with the tree-lined character of surrounding residential neighborhoods
- Stormwater harvesting, management, and detention opportunities (25 Verde includes large cistern for graywater storage)
- Planting on-structure may increase site utilization without sacrificing planting areas when compared with at-grade landscape solutions that would compete for space with architectural programs

Challenges

- On-structure landscape installation and long-term maintenance is more expensive than at-grade tree planting
- To reduce weight and maintain adequate soil nutrients, on-structure landscape requires more expensive soil than at-grade tree planting Carrboro's climate (compared to humid, subtropical climate of Turin, Italy) requires permanent irrigation for long-term on-structure plant survival



Green Roof at Morgan State University's Center for the Built Environment and Infrastructure Studies

- Some loss of conditioned, interior space where on-structure tree planting occurs—trees need space to thrive
- Initial plantings are not installed at 100% full coverage/maturity and may take several years for desired aesthetic to be achieved.

Design Strategies

Translating the fundamental goals of the 25-verde project to the 203 Greensboro Street context brings to light the following design strategies for consideration:

- Any planting added to the project contributes to pollution offset—the more planting that the project is able to support, the greater the pollution offset
- Use of a diverse, native and resilient plant pallet improves ecological performance and long-term survivability while reducing irrigation and long-term maintenance requirements
- Target best locations for intensive on-structure planting systems (trees and larger plants with soil depth greater than six inches) based on relation to architectural programming, noise buffering, and solar orientation. This type of targeted approach reduces cost by concentrating large plantings in locations to

perform multiple functions while potentially branding certain areas of the project.

- Supplement/complement intensive on-structure planting systems with lighter-weight extensive tray systems (3"-6" soil depth). This more economical system reduces irrigation loads and increases pervious surface area.
- Integrate vertical gardens and/or green walls to exterior and interior spaces. These vertical plant features serve as noise buffers and visual screens within a compact footprint. They do, however require permanent irrigation systems.
- Supplement on-structure planting with appropriate at-grade planting to enhance pedestrian and streetscape environment. This type of integrated solution enhances noise buffering, improves long-term survivability rates, provides pedestrian shade and manages at-grade stormwater.



3. What are the techniques your team uses to engage the public and other stakeholders, especially underrepresented publics, in designing their projects?

Gaining stakeholder consensus during the planning phase is essential. Direct engagement enables participants to fuse their discrete individual experiences into broad and comprehensive solutions. The process leads to participant buy-in, alignment of values, and a strong commitment to next steps. At Perkins+Will, we have formulated a methodology during the initial phases of planning that provides an open forum for the voices of stakeholders. Stakeholder meetings should include everyone, from artists and educators to partner institutions and general community members, security personnel to facility maintenance staff.

The workshop progression begins with the “why?” and then moves to the “how?” and “what?” Initial meetings typically focus on experiential aspirations, broad programmatic goals and services. Subsequent workshops hone in on site challenges and opportunities, project character, and the unique legacies of the communities being served. Final

meetings will collect feedback on architectural options that fulfill the vision and goals set in prior workshops. Though thematically focused, these are meetings where all ideas are placed on the table and discussed openly for everyone to hear. They ideally result in a list of priorities for the project—institutional, experiential, educational, financial, and so forth. The stakeholder engagement process is also a great way to extend the Town's ongoing civic conversation with the broader Carrboro community.

It is important to make the process accessible. This may mean offering a variety of engagement formats ranging for public workshops, written comments, online surveys, focus groups, or intercept interviews. The time and location of these engagement tools should be varied in time and location to ensure that all have access to at least some of the events regardless of personal schedule restrictions. We utilize a number of small group exercises that help participants think outside the box of predetermined expectations. We must also remember that the loudest voice does not always articulate the opinions of the majority. Our process gives everyone voice and a place at the table for meaningful dialogue.

It is critical to incorporate a feedback loop that acknowledges comments received and reports on design progress. These updates are typically part of successive workshops or accomplished through information sessions. The frequency of these updates will be determined by the size and composition of your stakeholder groups. It is important that the engagement process not become event-centric; rather, it should have clear objectives and deliverables that advance the project.

Partnering With Jurisdictional Agencies

At Perkins+Will, we like to take a partnering approach to working with jurisdictional agencies. We are experienced in shepherding projects through agency approvals within wide-ranging districts. Although rigorous and demanding, the process is valuable, and our projects have always been better for it. We and our team members are acquainted with the staff and

directors of jurisdictional agencies. We understand that early and regular engagement with agency staff is critical. It is not unusual to have agencies voicing conflicting concerns. On these occasions, we like to convene staff from multiple agencies to reconcile divergent views in the best interest of the project. Our experience shows that collaborative planning can often expedite the design process by creating breakthrough solutions to challenges and opportunities. It can also serve as a means of dealing with complexity and uncertainty while maintaining focus on the project's goals. We believe collaborative planning helps us move toward the future with a full alignment of values, constituent buy-in, and commitment to the process.

Case Study: ORANGE COUNTY SOUTHERN BRANCH LIBRARY

In 2014, Perkins+Will worked with Orange County Public Library leadership to conduct public workshops in the Town of Carrboro to elicit service and site aspirations for the future Southern Branch Library. Meetings were held during the day, the evening, weekend and week day. Venues varied from an evening session at the Hickory Tavern to a midday event beside the weekend farmers market. Additional information was gathered via comment cards and surveys at the libraries and independent sessions conducted within local schools. Information gathered informed the future library program along with public hopes and concerns in relation to the site under consideration at the time. Findings were presented to the Board of County Commissioners in May of 2014.



Case Study: NEW CASTLE COUNTY PUBLIC LIBRARY ROUTE 9 LIBRARY + INNOVATION CENTER

Broad stakeholder engagement including meetings with three distinct communities to align expectations build broad consensus for their future library. What was different was the fact that this project would anchor a new Innovation District populated by partners who had not yet been identified. We worked with County officials to imagine various scenarios where the library program could adjust to support potential partners ranging from technology developers to pediatric health clinics and children's education to autism therapy. We were able to meet the aggressive timeline while maintaining open dialogues with wide-ranging partners by means of a flexible design that could readily adapt to adjacent development needs without derailing the project schedule.



Sensory Room

4. Please describe your comfort level receiving public input in your design process and your willingness to accept and adjust an existing well-thought design to accommodate a potentially good idea at the eleventh hour.

We strive to provide the best design for you and your needs. We will work with you to deploy an inclusive process of goal setting, decision making, and iterative refinements to the design solution. Our process follows a logic to minimize the potential for untimely changes. That being said, we are always willing to make adjustments that accommodate positive change.

We also recognize that managing schedule and cost are critical to any project's success. To that end, we each carry responsibilities in the process. As your design team, our job is to maintain timely and transparent communication and bring to you decision ready information. As the owner and user of the future spaces, your job will be to make decisions that guide the design team. We, in turn, will be clear in letting

you know what the schedule and cost implications of decisions will be to the project.

One of our first tasks will be to collaborate with you to build a realistic schedule that takes into account meaningful stakeholder engagement, critical milestone dates, cross-disciplinary coordination, entitlements, owner and regulatory review times. We will be vigilant in letting you know not only what needs to be decided, but when those decisions need to be made in order to maintain that schedule.

5. What is your team's familiarity and experience with solar and battery storage, geothermal heating and cooling systems, cool roofs, and other significant sustainable facility/energy construction and management components?

At Perkins+Will, we believe that the first step toward sustainable design is a strong building design. One might say that the building you don't build is the most sustainable... but the next-best thing is a functional

and flexible building design rooted in a strong sense of place that will become a lasting contribution to a sustainable downtown. This approach, coupled with state-of-the-art sustainable design techniques, will help ensure the long-term relevance and vibrancy of the new Heart of Carrboro project. We view sustainability as more than a responsibility or obligation—we believe it should be celebrated in the design of the 203 S. Greensboro St. development. As a future community hub, this facility is a prime candidate to utilize and exhibit today's advanced building techniques.

Strategies that harvest daylight, incorporate visible green roofs, or integrate renewable energy sources into the visitor experience could be deployed. In this way, they speak to exhibiting opportunities to teach about the connection between nature and the craft of building. Sustainable design, after all, is about more than reduced energy consumption; it is also about nurturing good citizens who take responsibility for themselves and their community. The key members of the Perkins+Will team are all LEED® Accredited Professionals with a passion for buildings that positively impact our cities and the cities for generations to come.

Our sustainable design process hinges on taking the right steps in the right order:

1. Clearly define needs and targets
2. Meet needs through passive design
3. Meet the remaining needs with efficient systems
4. Use waste energy streams
5. Provide controls
6. Onsite renewables if necessary
7. Offsite renewables / Clean Power if necessary

Nearly every project we design includes whole-building energy analysis. Perkins+Will has led numerous projects under North Carolina's new energy statute (GS143-135), which requires 30% energy savings relative to ASHRAE 90.1 and as much as 50% reduction in potable water usage. To achieve these goals, we conduct whole-building energy models to measure designed performance against

code-determined baseline energy consumption. We also evaluate primary architectural and MEP systems through a 20-year life cycle cost analysis to ensure that these energy reduction strategies also make financial sense. Daylight modeling is another tool we use to evaluate building placement, orientation, and exterior opening options. We have successfully completed numerous LEED®, LEED Silver®, and LEED Gold® Certified projects, including several museums, libraries, and community centers.

In addition to the more common renewable energy systems that are being widely employed, such as solar and wind, we are also involved with ongoing research on cutting-edge systems such as electrochromic glazing, algae cells, fuel cells, aerolastic flutter, piezoelectric, and building-integrated battery storage. Battery storage is still a somewhat expensive and bulky system to include in a project. We would need to understand your specific goals relative to on-site energy storage before we could embark on a meaningful analysis of whether battery storage would benefit your project.

Beyond the two case studies in this section, your project team has been directly involved in several notable projects that exhibit many of the sustainable systems discussed above, including the District of Columbia Public Library Tenley/Anacostia Branches, the National Museum of African American History and Culture, the Lord Office Building in Cary, and the North Carolina Electric Membership Corporation in Raleigh. We would be happy to provide more information on these projects if you are interested.

Engineering Design Inc. (EDi) has experience designing solar and battery storage, geothermal heating and cooling systems, and cool roof systems. EDi has also designed the following types of high-efficiency and sustainable building systems:

- Energy recovery systems
- Low-flow plumbing fixtures
- Rain water harvesting
- Gray water systems
- Solar thermal water heating

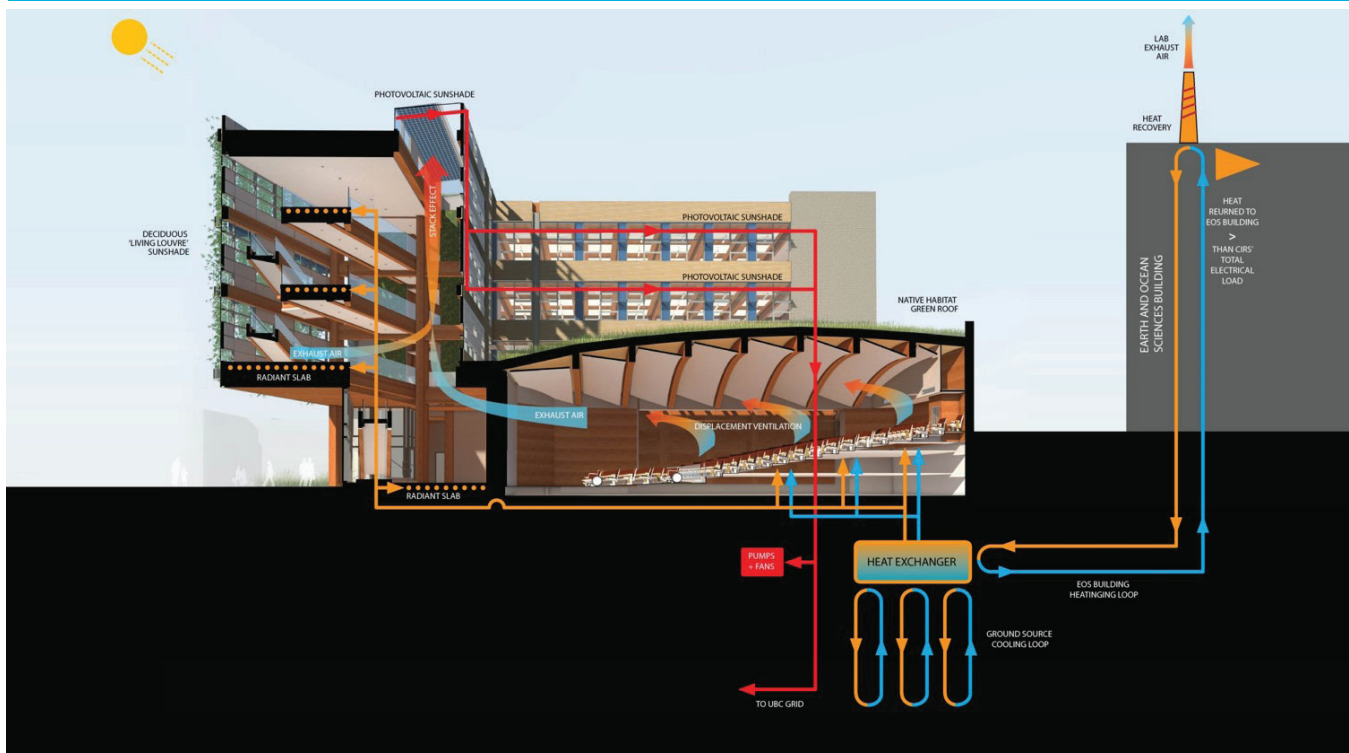
- Lighting Optimization
- Natural Ventilation
- Photovoltaic Systems
- Radiant floor and ceiling systems
- Chilled Beams
- High-efficiency A/C and electrical equipment

EDi recently designed the LEED Platinum® Certified City of Raleigh Transit Operations Center. The project implemented numerous green technologies including geothermal wells and chilled beam technologies that work together for high efficiency cooling and improved air quality.

Case Study: UNIVERSITY OF BRITISH COLUMBIA CENTRE FOR INTERACTIVE RESEARCH ON SUSTAINABILITY (CIRS)

The CIRS project is a multi-disciplinary research facility showcasing sustainable technologies as a dynamic catalyst for social change. Many have called it the most sustainable building in North America. CIRS houses researchers from private, public and non-government sectors working together under a common mission: to accelerate sustainability. CIRS is organized around two four-story wings linked by an atrium that serves as the entry lobby to a day-lit 450-seat auditorium and 'social condenser' space. An integrated design process produced a number of innovative and synergistic design strategies resulting in net positive

carbon, net positive water, and nearly net zero energy. With occupant behavior intricately linked to these goals, CIRS also seeks to transform users from passive occupants into active inhabitants. Utilizing wood as a primary building material, CIRS achieves low-embodied energy and low-carbon impact. As the only building material made by the sun, wood allows CIRS to store over 900-tonnes of carbon, reducing its carbon footprint by more than 90% of the average UBC building. Gray and black water treatment systems eliminate potable water needs while replenishing deep water aquifers with water that is purer than the rain that falls on the building. By putting 'sustainable systems on display', CIRS is a research tool that demonstrates the possibilities in sustainable design.



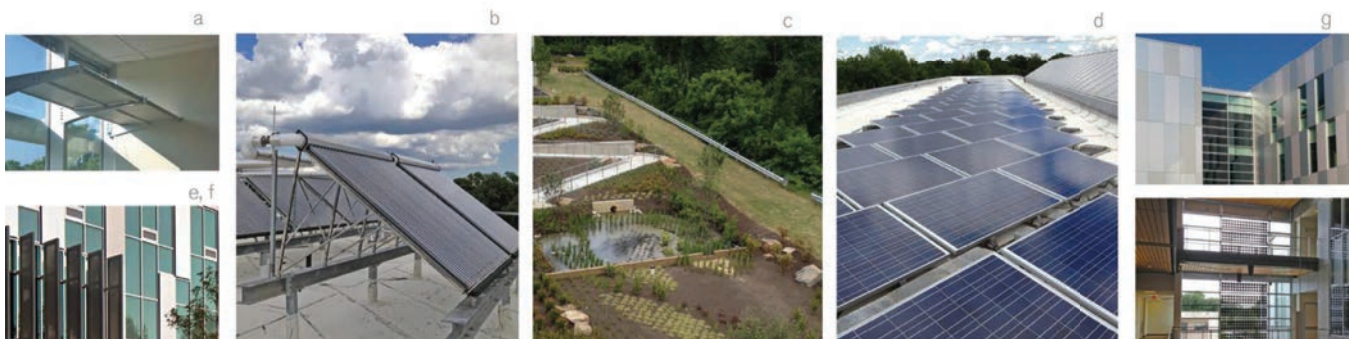
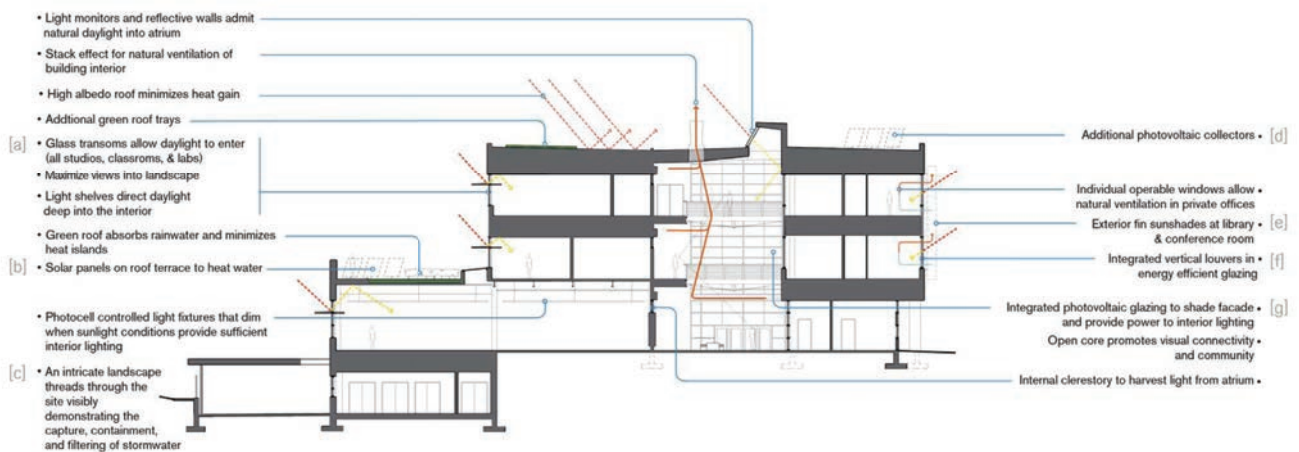
Case Study: MORGAN STATE UNIVERSITY CENTER FOR THE BUILT ENVIRONMENT AND INFRASTRUCTURE STUDIES

The Center for the Built Environment and Infrastructure Studies (CBEIS) is conceived as an exchange of people, ideas, departments, and building methodology. By housing multiple design and engineering disciplines under one roof, CBEIS promotes interactivity among constituent students and faculty from the School of Architecture and Planning, Department of Civil Engineering, and Institute of Transportation. The LEED Gold® Certified CBEIS building also serves as a

learning laboratory for sustainability in design and engineering. Rather than implement “a” solution, it exhibits multiple strategies to illustrate comparative options. The building hosts five daylight harvesting strategies, multiple forms of resource conservation, two green roof systems, a high-albedo cool roof, gray water collection system, and varied renewable energy systems from solar hot water panels, traditional rooftop photo voltaic (PV) panels, and glass-integrated PV collectors. Systems are made visible and serve as teaching points. To further demonstrate the dynamic and integrated nature of the building systems, interactive atrium displays graphically monitor performance.

Sustainability

Sustainable technologies are deliberately revealed to build awareness, support teaching, and ultimately foster more environmentally responsible citizens.



6. What is your team's experience with designing performance space, both fixed and flexible?

We have experience designing performance spaces ranging from the large, fixed-seating Ovens Auditorium in Charlotte to highly flexible 70 to 90-person "white box" performance spaces in boutique museums. More often, however, we find ourselves designing 100 to 200-person flexible performance environments commonly found in mixed-use art and community centers. With limited space, there is high value placed on nimble environments that can quickly adapt to varying performance and non-performance uses. Flexible theaters range from simple, "black box" spaces to more sophisticated "laboratory" theaters. What all flexible theaters have in common is an environment that allows the audience seating and stage configuration to be changed to suit current production needs. These spaces can also be used for non-performance activities including exercise classes, lecture series, ping-pong competitions, club meetings, and even as a Saturday morning Farmer's Market.

A simple flexible theater space typically consists of four neutral walls, an unobstructed flat floor area, a control booth, a simple lighting pipe grid mounted approximately 18 feet above the floor, and a collection of portable platforms and chairs. An elaborate flexible theater may have lighting and rigging catwalks over the entire space, perimeter technical gallery positioned 8' to 10' above the floor, motor-operated telescopic seating, and possibly a "trap room" located below the main floor level. Some flexible theatres may have large windows with black-out shades in one or more of the side walls, and even large doors that open to the outdoors.

Regardless of the size and sophistication of the flexible performance space, careful consideration is given to both the front-of-house public spaces as well as the back-of-house performer and production support spaces. Critical choices regarding the public spaces include planning of the space to allow for convenient access to parking, lobby size, location and

quantity of public restroom facilities, and provisions for other audience amenities such as the box office, concessions and coat check. Critical choices regarding backstage spaces include the number of performers to be accommodated in dressing rooms and the Green Room, sufficient storage, convenient loading and unloading access, laundry and wardrobe maintenance, and whether to have onsite scenery and costume shops.

The safety of the audience, performers and technical staff is paramount in the design of all performance spaces, no matter how simple or sophisticated. The acoustical environment is critical to the success of the performance venue. The mechanical system must be designed to support a very low noise level. The performance room must also be isolated to the greatest extent possible from the distraction of outside noise and vibration.

Case Study: BLACK BOX THEATER: ROUTE 9 LIBRARY + INNOVATION CENTER

As part of the multi-use Route 9 Library + Innovation Center, New Castle County partnered with local performing arts groups to build a 2,800-square-foot black box performance space to host music, theater productions, author talks, teen programs, community meetings, and a host of other performance and non-performance events. The 145 seat spaces incorporates retractable tiered seating and a sprung floor to accommodate dance, sports and exercise programs.



The key to the design of an effective flexible theater is to have sufficient conversation between the owner group, anticipated user organizations, and the design team to determine the size, the use, and the desired sophistication of the theater. With a clear understanding of these issues, the design will proceed.

Case Study: PARKLAND COLLEGE ARTS CENTER

The College Fine Arts Center includes a 2,000-square-foot black box performance venue with support spaces that connect directly to an existing theater lobby to permit crowd overflow between the two spaces. The black box allows numerous seating configurations and can accommodate a seating capacity of 150. The black box is a two-story space with a catwalk above and a basement below featuring trap door access to the stage.



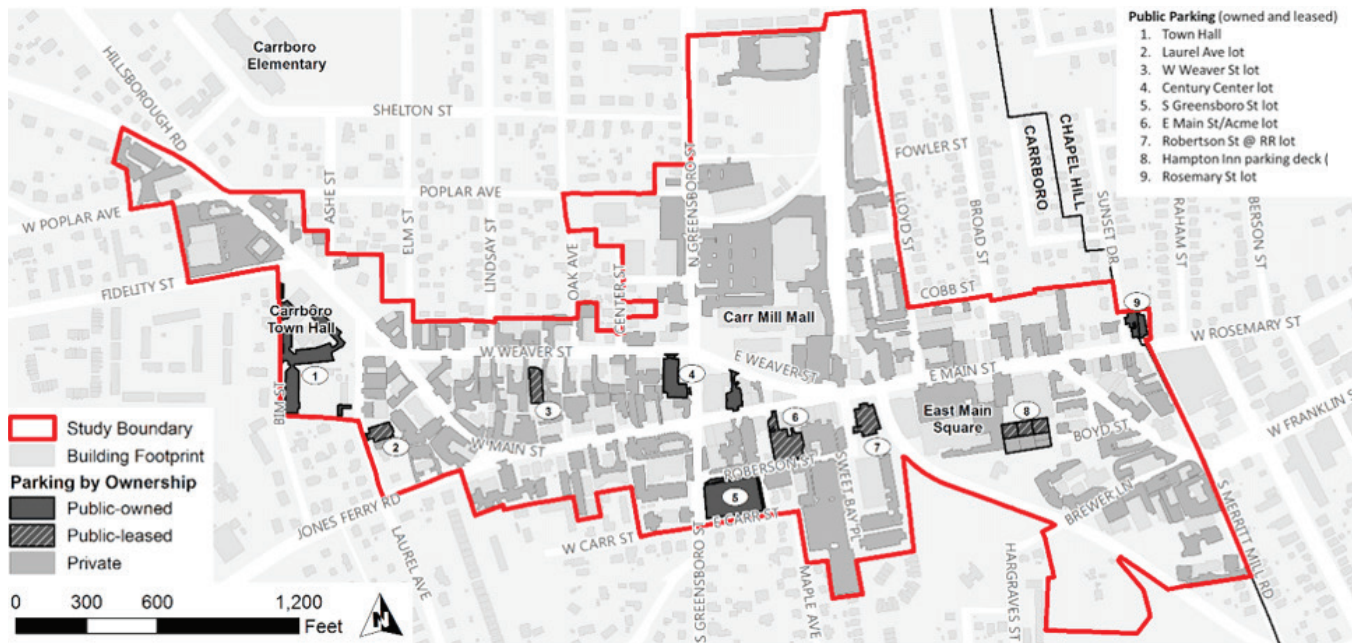
7. We all recognize that vehicular parking accommodations for current and future mobility needs is a major challenge and opportunity for this project. Please describe your approach to such circumstances, including how you believe this project can address inclusive mobility.

Our partner and sister company, Nelson\Nygaard, believes effective parking management is the key to unlocking multiple community goals, from economic development to congestion management and historic preservation. With more than 50 projects completed for cities, public agencies, developers, universities and nonprofits, they can analyze and share best practices from all sides of the table.

Parking Policy: From citywide parking strategies to neighborhood plans, Nelson\Nygaard has developed policies for small downtowns and major metropolitan centers. Their outreach tools help foster community consensus on policy objectives, and translate these into decisions on specific management policies. The firm is also at the cutting edge of new policy formulation. They have written best practice guides for the Environmental Protection Agency, taught training courses for the American Planning Association, and developed in-house best practice database.

Demand Analysis: Nelson\Nygaard helps developers and cities to go beyond the Parking Generation manual and accurately quantify parking demand for a new development, neighborhood plan, or zoning ordinance. Their integrated financial and transportation models incorporate the impacts of density, transit access, pricing and demand management, and the potential for shared parking. They can analyze when more parking is needed, and when it is more effective to invest in alternatives to driving.

Parking Management: Nelson Nygaard's senior staff includes former parking managers who can lead clients through the implementation process for parking cash-out, shared parking, residential permit parking, and other programs. They advise on how



2017 Parking Study for Town of Carrboro

to take advantage of new payment and enforcement technologies, and implement customer-friendly information systems.

Nelson\Nygaard's technical approach to the parking and mobility needs of the project mirrors our overall philosophy to parking management. Our team thinks of parking as a part of an integrated transportation system that serves as a means to accessing desirable locations like downtown Carrboro and its active surrounding neighborhoods—and not an end in itself. With this in mind, parking best serves a vibrant urban environment when it is balanced with the areas many needs and priorities, serves as many types of users of differing durations of stay as possible, and when it is always available in the highest-demand locations.

Our team proposes a focused study to help the Town understand the nature of parking in light of these emerging trends and plan for the Town's and site specific needs for the future while building on previous studies. These include a comprehensive understanding of parking supply and demand in both on-street and off-street, public and private facilities, along with a clear assessment of the dynamics between these assets and a complete understanding of the users who frequent them. We use these existing

factors to avoid a black box approach and instead create a more accurate projection of what future parking demand will be when the project is developed as well as other town developments come on-line. This allows our team to create a rationalized approach that allays skeptics' fears of parking impacts and instead grounds all of our recommendations in understandable Carrboro-specific realities.

Nelson\Nygaard's approach emphasizes the importance of understanding all potential travel options as well as the most current parking management approaches as part of our projections of future parking needs, primarily because these needs are not a simple straight-line function of new growth and development. There is often potential to expand the useful life of the existing parking supply by taking advantage of smart parking management opportunities, incentives for sharing existing resources, and potential synergies with other modes of travel. We propose to explore and identify the best strategies that will help Carrboro cost-effectively manage its future growth while ensuring that any and all barriers of access and mobility are removed.

8. Please talk about your thoughts on the importance of this type of project as a civic building, one that has the potential to become a monument of pride for the community, or not, and the role of scale, for example should it blend in vs should it become the largest building in the downtown.

We do not bring preconceived notions of what a project should be. Rather, it grows out of the unique attributes of place and community. What we can say is that this project has the opportunity to create a new, highly-visibility symbol for the Town of Carrboro. It should convey the energy and spirit of a vibrant downtown. The municipal building site is centrally located and is a walkable destination for many residents. The new facility and ancillary parking should present a welcoming experience that reflects its civic presence as an integral part of the downtown community. The proposed programming will offer amenity spaces that will directly engage the public as an educational/cultural element that adds life and vitality to the downtown. Master planning the site to be integrated with existing traffic and pedestrian pathways while also being flexible will add richness and variety of activities to Carrboro's downtown central business district.

By considering the local context, scale, pedestrian corridors and culture, the project's impact on Greensboro Street can reinforce the special character and charm of Carrboro's thriving downtown, while

holistically improving parking and mobility well beyond the site. We believe the building's character should reflect the eclectic and energetic community in which it is located. It should be a design for Carrboro and about Carrboro—an architecture that tells community stories; that becomes a source of community pride; that is embraced as a beloved neighbor.

Community engagement will be important in developing the right mix of programs, interpreting neighborhood character, and informing appropriate building massing. This project bears the civic responsibility to speak to generations of users. Character and monumentality should not be forced on a project. A design that mitigates the scale of downtown with the adjacent residential structures demands careful consideration and planning. Understanding how the community plans to grow also informs the “master plan opportunities” of the site now and how it can remain a vital contributor for years to come.

Perkins+Will is a recognized leader in civic and cultural design. We love to immerse ourselves in communities and their stories. This new Heart of Carrboro should be designed to be a “hundred year building”. Flexible and sustainable, the project should be nimble and able to adapt as program, technology and parking demands change. At Perkins+Will our buildings are designed to have a soul. This civic opportunity for Carrboro should reflect its people and spirit.

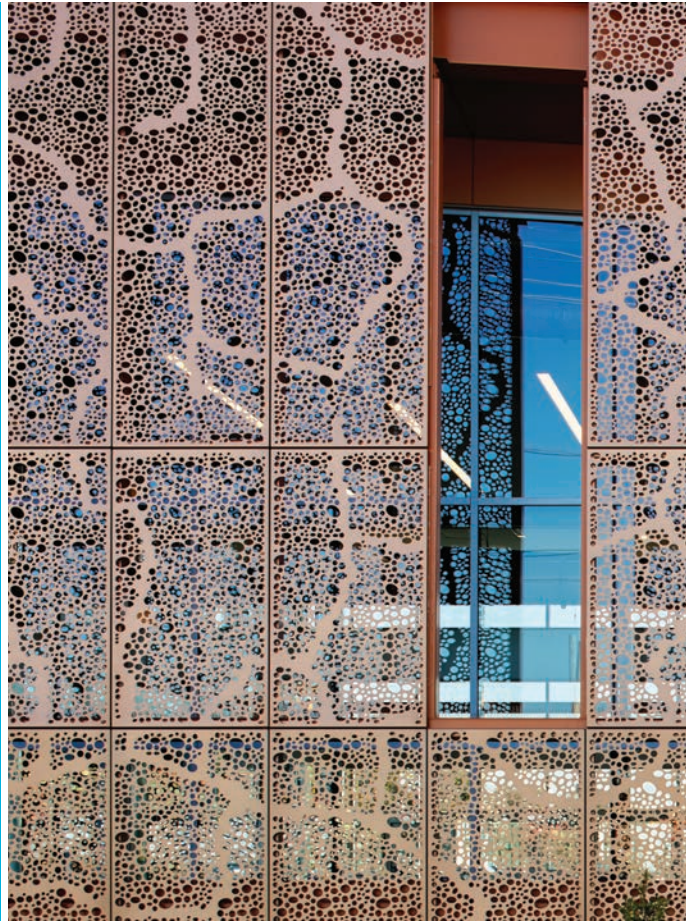


Anacostia Library



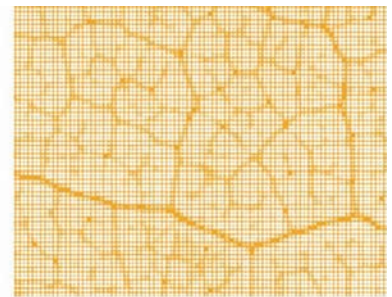
Case Study: ROUTE 9 LIBRARY + INNOVATION CENTER

The Route 9 Library + Innovation Center is at the intersection of three distinct Delaware communities: Dunleith, Garfield Park, and Overview Gardens. Through a series of public meetings, community stakeholders were asked to remember together. Stories referenced select institutions and local luminaries important to one neighborhood, but not to all. Until, that is, someone mentioned “the big tree”. It resonated with everyone as a primal civic hub—the literal and figurative embodiment of a place to meet and connect. Inspired by a great tree under which the community gathers to learn, share, and build new knowledge, the building hosts an array of cutting-edge program spaces under a single, protective canopy. Like the canopy of a tree, the perforated metal roof expresses the organic structure of leaves while filtering out harsh solar rays by transforming them into soft, dappled light.



COMMUNITY LANDMARK AND GATHERING PLACE:

The concept draws inspiration from a “big tree” in the adjacent historic neighborhood. The library will be a canopy under which the community gathers to learn, share, and build new knowledge.





9. Please talk about your approach toward form and style, selecting a style based on tradition such as the historical precedent for certain uses vs the trendiness of certain design features for a place such as Carrboro.

Located on South Greensboro Street, the project site sits at the junction of residential scaled homes and the denser commercial core of downtown. Introducing a new structure between such distinct building types requires sensitive design with careful attention to scale, streetscape, outdoor amenity spaces and access—both pedestrian and vehicular.

Throughout Carrboro there is a rich architectural texture—mill buildings, masonry commercial and highly detailed residential homes. This eclectic context of adjacent structures calls for this project to serve as a bridge between building scales, building styles and neighborhoods. Given its proposed height the building will have a vertical presence that needs to be sensitively integrated with its surroundings.

For our team, every project is unique. There is no predetermined design agenda or aesthetic. Instead, our *idea-driven* design ethos seeks always an architectural expression that is most appropriate to each project. Our designs deliver lasting value to our

clients because each is executed with a thoughtful attention to craft that inspires the creative use of materials and the art of assembly.

We are not a stylistically driven practice. The building form and expression should be driven by its place in space and time: the site, the program, the immediate context, and the building technologies of our time. Grounding a building's massing and materiality in its context enables a beautiful and functional building to fit comfortably in a neighborhood without copying architectural styles or trendy "moves". Thoughtful integration of landscape and sustainable features with the architecture enhances and extends the building's civic presence into the greater Carrboro community.

10. Expand on the histories of your firms provided already. Information on your work with MWB enterprises is requested. Describe your experience working with minority, woman-owned, or disadvantaged businesses.

PERKINS+WILL

Perkins+Will is an interdisciplinary, research-based architecture and design firm established in 1935. Founded on the belief that design has the power to transform lives and enhance communities, we collaborate with clients all over the world to create

healthy, sustainable places in which to live, learn, work, play, and heal.

The North Carolina Practice of Perkins+Will features a collaborative and diverse team of over 65 professionals who participate in the fabric and culture of the communities we serve. The local design team is interconnected with a global network of 25 Perkins+Will offices in cities around the world. Our staff draws on the global expertise and continuous research to provide evidence-based insight to clients.

The North Carolina Practice, based in studios in Durham and Charlotte, was established in 1988 and works in partnership with clients in the cultural, healthcare, science and technology, education, corporate, commercial, and civic sectors. In March of 2014, The Freelon Group of Research Triangle Park, founded by Philip G. Freelon, FAIA in 1990, joined Perkins+Will to form one of the firm's most distinguished regional offices. This merger added a portfolio of design achievements on behalf of some of America's most respected cultural and civic institutions, including the Smithsonian Institution's National Museum of African American History and Culture in Washington, D.C. and the National Center for Civil and Human Rights in Atlanta.

Perkins+Will is known for adhering to strong principles of sustainability, wellness, diversity, and community engagement that are fundamental to our practice. Working on projects locally, nationally, and internationally, our team is known for an idea-driven design process rooted in what matters most to our clients—reflecting and reinforcing their core values and aspirations.

PERKINS+WILL AND MWB ENTERPRISE

At Perkins+Will, our Good Faith Effort is backed by our long-standing history of teaming with outstanding firms owned by minorities, women and underutilized businesses. Our connection is bound by both relationship and partnership. We don't wait for bids to appear to seek out relationships. Instead, we make the time to research which firms are rising to the top in their fields, initiate meetings that turn into bonds, and

discover the mutual benefits of partnering.

Our culture and commitment have resulted in public and private sector contracts that consistently surpass our clients' performance and W/MBE goals. The sustainable benefit of capacity-building for minority, women and underutilized businesses is an additional goal that is accomplished. When teaming, we mutually determine, not assume, how to divide the scope of work. Based on the needs of our clients, we join the team as minority or majority JV partner or as the prime with unparalleled participation by W/MBE s. The strength of the North Carolina area's W/MBE community and its rich diversity are demonstrated in each of our bid proposals.

By cultivating relationships with local or state certified minority, women and underutilized businesses, we

- Mirror the communities we serve
- Respond to our clients with diverse architectural and engineering teams
- Promote cultural competence
- Give our staff the tools to work around the globe respectfully
- Go beyond diversity and ensure that all people are heard by making our teaming structures safe zones.

Perkins+Will is committed exceeding goals for meaningful HUB participation. Through the collaborations in our proposed design team, we anticipate more than 30% of contract fees going to MWB enterprises. Additional information on each our consulting firms' work with MWB enterprises is as follows:

Lynch Mykins (formerly Stroud Pence) was founded in 1974 as a small consulting structural engineering firm in Virginia Beach, Virginia. The firm started the first branch office in Raleigh, NC in 1996 and has steadily grown its presence in NC since that time. In 2017, as part of an ownership transition, the name was changed to Lynch Mykins based on the new ownership of the firm by Anna Lynch, CEO and David Mykins, President and the firm is now headquartered

in Raleigh, NC. We are HUB (Historically Underutilized Business) certified with the Statewide Uniform Certification Program as a Women Owned Company. If services are required that are beyond our expertise, we would employ only qualified consultants that meet our high standards and are acceptable to you. We emphasize selection of HUB whenever available.

Engineered Designs, Inc. (EDi) is a consulting engineering firm providing MEP & FP systems designs as well as energy analysis and commissioning services. Principals, Ginger Scoggins, P.E., CEM, LEED AP, CxA and Tom Velez, P.E. founded the firm in 1997 to meet a growing desire in the industry for more personal involvement and commitment. The firm's professionals design systems that allow people to live comfortably, work efficiently, and play in facilities dedicated to Education, Science & Technology, Mission Critical, Government, Commercial, and Cultural purposes. Today, EDi employs more than 20 people and is structured into four distinct multi-discipline design teams, a commissioning team, plus a construction administration team. EDi is a Woman-Owned Business providing engineering design and consulting services.

BREE & Associates has been incorporated as a Minority owned Engineering and Construction Management business for over 17 years. BREE has continuously mentored, advised, and sought to include minority professional businesses and stakeholders from minority communities in all of our business activities.

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a full-service transportation firm with offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for

achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multi-modal approach, our plans are renowned as practical and implementable.

Kimley-Horn and Associates, Inc. has made it a primary goal of the firm and project managers to engage the services of qualified Minority, Women-Owned, and Disadvantaged Business Enterprises. As a corporate policy, qualified M/WBE firms receive priority consideration when we look for consultants to support our business operations. These firms receive first consideration in any proposal we submit for government work and special consideration for proposals submitted for private work. As evidence of our commitment to the program, we significantly exceed goals established on a firmwide basis. In 2017, Kimley-Horn paid more than \$22.3 million against a goal of \$12 million to 176 M/WBE and DBE firms for goods and services.

Available Light works across a broad swath of the lighting industry, from architecture & interiors to museum exhibition to trade show exhibit design and production. As such, they have been fortunate to work with diverse clients and collaborators including many MWBE enterprises. Available Light treats all clients with a high level of respect, dignity, and professionalism. The success of their business is due to a stable of repeat clients who all value their unique lighting design solutions.

11. What is the racial, ethnic and gender diversity within your firm and the project team? Describe your firm's commitment to diversity and equity in your hiring and compensation policies.

PERKINS+WILL DIVERSITY

Within the NC practice as of January 31st, 2018, we measure 33% of our employees come from racial and/or ethnic diverse backgrounds and we have 41 male employees and 26 female employees.

Firmwide Diversity Statement

We believe that inclusion spurs creativity, and that innovation is born from an engaged culture of diverse people + ideas. We are committed to building an organization that reflects the diversity of the communities and clients we serve.

Diversity within the architectural profession is crucial for continued innovation within the built industry. Perkins+Will established our Diversity Initiative in 2013 to ensure that our organization mirrors the societies that we serve. As a leader in design, it is imperative that we lead our industry into best practices which will allow an array of expertise and backgrounds to provide creative and innovative solutions to our clients and the diverse communities we serve.

Anna Marich in our NC Practice, Durham Studio is a member of Perkins+Will's Global Diversity Council. This group researches diversity programs across industries to gather data and identify best practices and benchmarks to ensure that our own program exceeds our set objectives of having a diverse employee population, exceeding demographic survey benchmarks, increasing our employee diversity representation over time, as well as addressing the diversity talent pool shortage in our industry. Along with a diversity training program implemented in each of our 25 global offices, we are active members of numerous organizations with similar goals and objectives.

The firm practices salary equity which is reviewed on an on-going basis during compensation reviews and when making hiring decisions.

Industry Outreach + Sharing

Perkins+Will is active in the National Organization of Minority Architects, whose mission is to champion diversity within the design professions by promoting the excellence, community engagement, and professional development of its members. We are also active with AIA's Equity in Architecture Commission, who investigates diversity and inclusion in the architectural profession by recommending a plan of action based upon the critical evaluation of current

workplace practices. Perkins+Will is involved with the Beverly Willis Foundation, a non-profit national research and educational organization working to change the culture of the building industry so that work is acknowledged, respected, and valued regardless of gender. We have supported and led numerous local ACE Mentor programs, which provide career direction for city high school students in the A/E/C industry for over 10 years. We initiated Latinos in Architecture (LiA) in 2006, an AIA supported organization with a mission of serving and supporting local communities and building networks and relationships between architects, engineers and their communities.

We frequently share diversity and inclusion best practices with industry partners and colleagues through speaking and workshop engagements such as USGBC Greenbuild National Conference, International Interior Design Association (IIDA), National Organization of Minority Architects (NOMA) conference, American Society of Interior Designers (ASID), National Diversity Council, AIA: Powerful Women in Design Symposium.

Lynch Mykins is a woman-owned small business. We are an equal opportunity employer. We do not discriminate against any employee or applicant because of race, color, religion, national origin, sex, physical or mental disability or age. We pride ourselves on having a diverse staff and recognize the value provided by each individual's different experience and background. Our project team would reflect the diversity in our office.

Engineering Design Inc. strives to provide an environment that is welcoming to all. The firm currently employs men and women of various racial and ethnic backgrounds including Filipino, Indian, Puerto Rican, Caucasian, and multi-racial heritages. We provide equal opportunity in our employment and compensation policies to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status, or any other category protected by federal, state, and local laws.

BREE & Associates employees are 50% African American, 4% Hispanic, 18% Asian and 18% female. BREE is committed to an affirmative action plan that takes aggressive measures to eliminate internal barriers to equal opportunity and that strives to remedy the historical under-representation in the employment, retention and promotion of qualified persons with disabilities, persons of color, and women.

Nelson\Nygaard Consulting Associates, Inc. values the differences between people and is committed to providing an inclusive environment where all employees feel valued and respected. In order to provide equal opportunity and diversity opportunities, in attracting, retaining, and promoting employees, employment decisions will be based on individual merit, qualifications and ability to perform, without regard to race, creed, gender, color, religion, sexual orientation, national origin, sex, age, physical or mental disability, marital status, citizenship status, Vietnam Era or veteran status, or any other non-job related characteristic prohibited by federal, state or local law. Unlawful discrimination based on the perception that anyone has any of these characteristics is also prohibited.

Kimley-Horn and Associates, Inc. takes affirmative action to ensure that all employment practices are free of discrimination. A written Affirmative Action Plan is prepared annually to document responsibilities, implementation and dissemination plans, mechanism for internal monitoring, and goals. Kimley-Horn employees are 36% female and 19% minority (African American, Hispanic, Asian, Pacific Islander or mixed race).

Available Light hires employees based on experience/training, talent, potential, and a passion for lighting design—with zero tolerance for any discriminatory practice or attitude. It is this commitment to equal opportunity hiring that has allowed Available Light to serve our clients at the highest level of professionalism for over 25 years. At Available Light:

- 17% of our owners are women
- 31% of our staff are women
- 8% of our staff is Asian born

PROJECT HUB PARTICIPATION

EDi

Mechanical, Electrical, and
Plumbing Engineers

Certified National Women's Business
Enterprise (NWBE)

Proposed 20%

LYNCH MYKINS

Structural Engineering

HUB Certified Women
Owned Business

Proposed 10%

BREE & ASSOCIATES

Cost Estimating

Certified Minority Business
Enterprise (MBE) and
Disadvantaged Business
Enterprise (DBE)

Proposed 1%

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ATTACHMENT I

**203 SOUTH GREENSBORO STREET CAPITAL IMPROVEMENT PROJECT
ORDINANCE, FY 2017-18**

WHEREAS, the Town of Carrboro, and Orange County desire to investigate and pursue the development of a Southern Branch Library to be operated by the County and located in downtown Carrboro; and,

WHEREAS, the Town and the County have each determined that they may each derive benefits for themselves and for the residents of the Town and the County if they can cooperatively plan and develop a facility to house the Southern Branch Library and Town administrative offices with potential for also accommodating other compatible uses if space and financing considerations make such collocation feasible; and,

WHEREAS, the County and the Town will enter into a Development Agreement to establish terms pursuant to which they will cooperatively proceed with the planning, financing and development of the property for joint use as a County Library and Town administrative offices, and associated parking garage/deck facilities; and,

WHEREAS, the Board of Aldermen for the Town of Carrboro deems this project to be a worthy and desirable undertaking.

NOW, THEREFORE PURSUANT TO N.C.G.S 159-13.2, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO THAT:

1. The 203 South Greensboro Street Capital Improvement Project is hereby authorized to be undertaken until all project activity is completed.
2. The following revenues are anticipated to be available to the Town of Carrboro to complete the project:

Town of Carrboro Debt Financing	\$ 9,000,000.00
Orange County Contribution	\$ 6,098,500.00
Total	<u>\$15,098,500.00</u>

3. The following amount is appropriated for this project to be expended in the following manner:

Professional Services	\$ 1,500,000.00
Construction	\$ 13,598,500.00

Total Appropriation

\$ 15,098,500.00

4. Within five (5) days after this ordinance is adopted, the Town Clerk shall file a copy of this ordinance with the Finance Director and Planning Director.

The foregoing capital project ordinance having been submitted to a vote received the following vote and was duly adopted this 20th day of June 2017;

Ayes: Noes:

Absent or Excused: