

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: December 21, 2015

AGENDA ITEM NUMBER: \_\_\_\_\_

9

### SUBJECT:

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND WALTER, ROBBS, CALLAHAN & PIERCE-ARCHITECTS, PA FOR PROFESSIONAL SERVICES ASSOCIATED WITH UPDATING THE FORSYTH COUNTY HALL OF JUSTICE FACILITIES PLANNING STUDY FINAL REPORT DATED JANUARY 8, 2009 (GENERAL SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

On January 8, 2009, Walter, Robbs, Callahan & Pierce-Architects, PA submitted a final report for the Forsyth County Hall of Justice Facilities Planning Study. At that time, this study was to begin the design process for a new or renovated courthouse.

At this time, in order for the design process to begin again, the outdated study needs to be revised to reflect the changes that have occurred over the past seven years.


Walter, Robbs, Callahan & Pierce-Architects, PA was engaged to continue to provide planning services for the Forsyth County Hall of Justice.

Professional services to revise the Study will include:

- Update the 2009 Space Program – an individual room analysis of all current spaces in the facility along with projections for future growth. This service will include utilizing the National Center of State Courts to gather case filing statistical data and county population data to update the filing trend analysis. In addition, individual department and agency meetings will be held with each stakeholder at the Hall of Justice to update current and future staffing space needs.
- Review Building Options – alternative approaches for resolving space deficiencies identified in the Space Program will be identified. Similar facilities will be benchmarked and potential sites will be reviewed.
- Review/Develop Test Concepts – design concepts will be generated and tested including preparation of block stacking plans with move/phasing scenarios. Comparative cost models and concept exterior visuals will be prepared.

It is the recommendation of the County Manager and the County General Services Director that the County engage Walter, Robbs, Callahan & Pierce-Architects, PA to provide professional services associated with updating the Forsyth County Hall of Justice Facilities Planning Study Final Report dated January 8, 2009 at a fair and reasonable fee in the amount of \$103,110.

ATTACHMENTS:-  YES  NO

SIGNATURE:  DATE: December 16, 2015  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN FORSYTH COUNTY AND WALTER, ROBBS, CALLAHAN &  
PIERCE-ARCHITECTS, PA FOR PROFESSIONAL SERVICES ASSOCIATED  
WITH UPDATING THE FORSYTH COUNTY HALL OF JUSTICE FACILITIES  
PLANNING STUDY FINAL REPORT DATED JANUARY 8, 2009  
(GENERAL SERVICES DEPARTMENT)**

**WHEREAS**, in 2008, the County entered a contract with Walter, Robbs, Callahan & Pierce-Architects, PA to provide professional services to develop the Forsyth County Hall of Justice Facilities Planning Study; and

**WHEREAS**, Walter, Robbs, Callahan & Pierce-Architects, PA submitted the final report dated January 8, 2009; and

**WHEREAS**, the General Services Department received a quotation from Walter, Robbs, Callahan & Pierce-Architects, PA to provide services associated with updating the Forsyth County Hall of Justice Facilities Planning Study Final Report dated January 8, 2009; and

**WHEREAS**, the professional services to revise the Study will include: updating the 2009 Space Program including an individual room analysis of all current spaces in the facility along with projections for future growth; reviewing building options and alternative approaches for resolving space deficiencies identified in the Space Program and benchmarking similar facilities and reviewing potential sites; and reviewing and developing test concepts including generating design concepts, preparation of block stacking plans with move/phasing scenarios, preparation of comparative cost models and concept exterior visuals.

**WHEREAS**, it is the recommendation of the County Manager and the County General Services Director that an agreement be executed between Forsyth County and Walter, Robbs, Callahan & Pierce-Architects, PA to provide professional services associated with updating the Forsyth County Hall of Justice Facilities Planning Study Final Report dated January 8, 2009, at a fair and reasonable fee in the amount of \$103,110; and

**WHEREAS**, the County Chief Financial Officer has determined that sufficient funds are available to cover the cost of this contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and its General Services Department, an agreement with Walter, Robbs, Callahan & Pierce-Architects, PA to provide professional services in the amount of \$103,110, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 21<sup>st</sup> day of December 2015.

**RESOLUTION EXEMPTING AGREEMENTS WITH  
WALTER ROBBS CALLAHAN & PIERCE ARCHITECTS, PA, PARTNERSHIP  
FROM THE PROVISIONS OF N.C.G.S. 143-64.31  
(HALL OF JUSTICE RENOVATIONS)**

**WHEREAS**, Forsyth County declares that during the past years it has complied with the public policy stated in N.C.G.S. 143-64.31 by announcing the requirements for the professional architectural services and making good faith efforts to notify minority firms of opportunities to submit qualifications for consideration for projects for the renovation of the Hall of Justice;

**WHEREAS**, after complying with the provisions of N.C.G.S. 143-64.31, Forsyth County has selected Walter Robbs Callahan & Pierce Architects, PA, Partnership as the best qualified firm on the basis of its demonstrated competence and qualifications to provide the type of professional architectural services required in each of the renovation projects at the Hall of Justice.

**WHEREAS**, over the years Forsyth County has also negotiated the contracts for professional services at fair and reasonable fees with Walter Robbs Callahan & Pierce Architects, PA, Partnership in each renovation project at the Hall of Justice;

**WHEREAS**, N.C.G.S. 143-64.32 provides that units of local government may in writing exempt particular projects from the provisions of the public policy outlined in N.C.G.S. 143-64.31 in its sole discretion, stating the reasons therefor and the circumstances attendant thereto;

**WHEREAS**, based upon the successful professional relationship which has been established between Forsyth County and Walter Robbs Callahan & Pierce Architects, PA, Partnership over the past several years in the construction of each renovation project at the Hall of Justice, Forsyth County exercises its discretion to exempt the current renovation project at the Hall of Justice and all future phases of the renovation of the Hall of Justice from the provisions of N.C.G.S. 143-64.31, so long as Forsyth County is satisfied with the services of Walter Robbs Callahan & Pierce Architects, PA, Partnership in order to maintain consistency throughout the remainder of the said renovation phases.

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby exempts the current renovation project at the Hall of Justice and all future phases of the renovation of the Hall of Justice from the provisions of N.C.G.S. 143-64.31 based upon the reasons and circumstances set forth herein.

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners that the Chair or the County Manager and the Clerk to the Board are hereby authorized to execute the necessary agreements with Walter Robbs Callahan & Pierce Architects, PA, Partnership for the current renovation project at the Hall of Justice, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 27<sup>th</sup> day of February 2006.

**ADOPTED**

**FEB 27 2006**

**Forsyth County Board  
of Commissioners**

1102470

AGREEMENT

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of December, 2015 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Walter Robbs Callahan & Pierce Architects, PA (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as:

Provide services associated with updating the Forsyth County Hall of Justice Facilities Planning Study Final Report dated January 8, 2009.

The following documents, attached hereto, are incorporated herein:

Attachment A – Proposal dated November 24, 2015.

II.

The services of the Provider shall begin on December 22, 2015 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until all required services have been fulfilled as outlined in the attached Proposal provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of One Hundred and Three Thousand One Hundred and Ten Dollars (\$103,110.00). Total payments under this contract are not to exceed One Hundred and Three Thousand One Hundred and Ten Dollars (\$103,110.00) during fiscal years 2015/2016 and 2016/2017.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by Walter Robbs Callahan & Pierce Architects, PA".
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

#### V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply, and the

November 24, 2015

Mr. Gary Key  
Construction Manager  
Forsyth County General Services Department  
201 N Chestnut Street  
Winston-Salem, NC 27101

Re: Forsyth County Hall of Justice Planning Study Update  
Winston-Salem, NC

Dear Mr. Key:

Thank you for this opportunity to continue to provide planning services for the Forsyth County Hall of Justice. Based on our recent conversations and meetings the following is our understanding of the project:

#### THE PROJECT

The project will update the Facilities Planning Study Final Report dated January 8, 2009. This will include revising the room Space Program to reflect renovations and occupancy changes throughout the building that have occurred since 2009. In addition, space projections for each department / agency will be updated for a new 20 year planning window to 2035. Alternative design concepts will be generated to address space deficiency identified in the Space Program. It is anticipated the study will provide a foundation to begin the design process for a facility that will serve the needs of the county for the next 20 years.

#### SCOPE OF SERVICES

We proposed to provide the following services:

1. Update the 2009 Space Program – we will do an individual room analysis of all current spaces in the facility along with projections for future growth.
  - a. A significant portion of the facility's space needs are driven by court proceedings. The 2009 report contains a detailed analysis of case filings and population demographics that will be updated to 2015. Our consultant, the National Center of State Courts (NCSC) will gather case filings statistic data and county population data from year 2008 through year 2014 and compile them along with the data previously collected for the 2009 study to form an updated data bases for the filing trend analysis. Trend simulations will be performed for the next twenty years and will be compared to the model prepared for the 2009 study.
  - b. We will meet with the individual department / agency heads to update current and future staffing counts and support space needs.

- c. Depending on the outcome of items a & b above, we and our consultant will conduct a day long planning session to meet with individual departments / agencies and the HOJ planning committee to review the case filling results and projected spaces needs.
2. Review building options – we will identify alternative approaches for resolving spaces deficiencies identified in the Space Program.
    - a. Benchmark similar facilities (building features, size and sites)
    - b. Review potential sites
  3. Review / develop and test concepts – based on information gathered in items 1 & 2 above we will generate and test design concepts,
    - a. Prepare block stacking plans with move / phasing scenarios
    - b. Develop comparative cost models and attend review meetings
    - c. Prepare concept exterior visuals

**PROJECT BUDGET**

The project budget presented in the 2009 study and will be revised and updated base on the design concepts generated in this report.

**COMPENSATION**

We propose to provide the above services on an hourly basis with the following estimates:

1.	Update 2009 Space Program		
	a. Court Case analysis	6 hrs	990
	NCSC	lump sum	14,400
	b. Departmental Meetings	40 hrs	6,600
	c. Planning Session & Report	24 hrs	3,960
	NCSC	lump sum	<u>30,000</u>
			\$62,303
2.	Review Building Options		
	a. Benchmark Facilities	32 hrs	\$5,280
	b. Review Potential Sites	24 hrs	<u>3,960</u>
			\$9,240
3.	Review / Develop Test Concepts		
	a. Block Stacking & Phasing Scenarios	40 hrs	\$6,600
	MEPFp Engineering Review	allowance	\$4,000
	b. Develop Comparative Cost Models	8 hrs	\$1,320
	Harris Cost	lump sum	\$14,400
	c. Prepare Concept Visuals	40 hrs	<u>6,600</u>
			\$32,920



Mr. Gary Key  
November 20, 2015  
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4. Allowance for Reimbursable	\$3,000
5. Allowance for Additional Services	<u>\$3,000</u>
6. Total All Items	\$103,110

Reimbursement for copying and printing will be billed at invoice times 1.1. Out of town travel will be billed using the Federal Mileage rate. In the event additional services are required they will be approved in advance and billed per the attached rate sheet. Services for consultants will be billed at invoice times 1.2.

#### SCHEDULE

Depending on the availability of the various participants we would anticipate requiring two to three months to complete the project.

#### CONSULTANTS

We propose the following consultants for this project:

National Center for State Courts  
Harriscost, LLC  
TBD


Justice Planning Consultant  
Cost Estimating  
MEP Engineer

#### TERMS OF AGREEMENT

The attached Conditions of Agreement are incorporated in this proposal

Thank you for your time and consideration on this project. If you need additional information, please contact us. If this proposal is acceptable, please return one fully executed copy for our file.

Sincerely,  
Walter Robbs Callahan & Pierce Architects, PA



C. Laurence Robbs, AIA  
President

Accepted by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## CONDITIONS OF THE AGREEMENT

Walter Robbs Callahan & Pierce Architects, PA

These Conditions of the Agreement are incorporated into the forgoing Proposal letter from Walter Robbs Callahan & Pierce Architects, PA (*Walter Robbs*) and are part of the Agreement under which professional services are to be performed by *Walter Robbs* and their consultants. Client is defined as the person / organization named as the addressee in this Proposal letter. The Agreement shall include the Proposal letter, Conditions of the Agreement, Fee Schedule and any other documents executed by *Walter Robbs* and Client.

**Scope of Services:** The Scope of Services described in the Proposal letter is based on information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Services and Compensation will be adjusted as mutually agreed between *Walter Robbs* and the Client.

**Standard of Care:** Services performed by *Walter Robbs* under this agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the architectural profession currently practicing in the same locality and under similar circumstances. No other representation, warranty or guaranty, expressed or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise provided by *Walter Robbs* to Client.

**Ownership of Documents:** *Walter Robbs* and their consultants will be deemed the authors and owners of all documents generate by their firms respectively as Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement and prompt payment of all sums when due, *Walter Robbs* and their consultants will grant the Client a nonexclusive license to use the documents solely and exclusively for this specific project.

**Credit:** The Client agrees to use their best efforts to have *Walter Robbs* identified as providing design services for this Project in all publicity. The Client agrees to allow *Walter Robbs* to photograph the completed project for use in their marketing activities including design award programs.

**Insurance:** *Walter Robbs* carries workers compensation, general liability and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. We will furnish appropriate insurance certificates to Client upon request. Client understands and agrees that *Walter Robbs*' total liability to Client for any and all injuries, claims, losses, expenses, or damages what so ever, including attorneys' fees and legal expenses, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to *Walter Robbs*' negligence, errors, omissions, breach of contract shall not exceed the total amount recoverable from *Walter Robbs*' insurance.

**Invoicing / Payment:** Invoices for services will be billed monthly based on the Compensation described this Proposal. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. Any inquiries or questions concerning the substance or content of an invoice shall be made in writing within 10 days of receipt of the invoice. A failure to notify *Walter Robbs* within this period shall constitute an acknowledgement that the service has been provided and is correct. A service charge will be charged of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts.

**Suspension / Termination:** Should the Project be suspended for more than three (3) months, or abandoned, or the Client terminates our services prior to the completion of the Project, we shall be compensated for all services performed and reimbursable expenses incurred up to the date of receipt of written notice of the suspension or termination. If the Project is resumed after more than a six (6) month suspension, our compensation will be re-negotiated to reflect the scope of services desired at that time.

**Mediation:** *Walter Robbs* and Client agree that, they shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the construction industry mediation rules of the American Arbitration Association. Once a dispute of claim has arisen between the parties, mediation shall be conducted as soon as practicable. Either party may request mediation to any claims or disputes, at any time, by serving the other party with a written request for mediation setting forth the claim(s) or dispute(s) that are to be the subject of the mediation. The parties shall share any mediator fees and any filing fees equally. In addition, any agreement reached in mediation shall be enforceable as a binding settlement agreement in any court having jurisdiction.

**Construction Administration:** If, at the conclusion of the Construction Document phase, it is determined that *Walter Robbs* and our consultants are not retained to provide services during the construction phase of the project as defined by AIA B102/B201, the Client will, by way of an amendment to the general construction contract, indemnify and hold harmless the design team from construction phase activities including product and systems substitutions, document clarifications, product and shop draw reviews, field directives, and change orders negotiations that are 1) inconsistent with the design intent of the design team's issued construction documents and /or 2) not in accordance with the government and other regulatory codes, procedures and ordinances.

**Miscellaneous Provisions:**

**Precedence:** These Conditions of the Agreement take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.

**Extent of Agreement:** This agreement constitutes the entire agreement between Client and *Walter Robbs*, supersedes all prior discussions or communications between Client and *Walter Robbs*, and cannot be changed, amended or altered unless in writing and accepted by both *Walter Robbs* and Client.

**Governing Law:** The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.

**Project Specific Work:** *Walter Robbs'* services and work product are only for this specific Project and Client. *Walter Robbs* accepts no responsibility for the unauthorized use of the work product. The Client indemnifies *Walter Robbs* from any third party use of the work product not authorized in advance by *Walter Robbs*. In the event the work product is stored or transmitted by any form of electronic media, Client agrees that *Walter Robbs* shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for any misuse.

**End of Conditions of the Agreement**