

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management
Department contract file name (use effective date): SCHRADERGROUP_EmergComms_20240506
Project Code: Click here to enter text.
Contract type: Contract
Contracted Services/Goods: Architectural Services
Contract Component: Master
Change Order Number/Addendum Number: Click here to enter text.
Vendor Name: SCHRADERGROUP
Effective Date: 05/06/2024
Approved by: County Manager
Date approved by the BOC: Click here to enter text.
Ending Date: Click here to enter a date.
Total Amount: \$32,000.00

Please Return Contract to:
Name: Mike Reitz
Email:
mike.reitz@chathamcountync.gov
Special Instructions for Clerks
Office:

2. Department Head or his/her designee has read the contract in its entirety.
By: MR (Department Head signature required)

3. County Attorney has reviewed and approved the contract
County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No
If budget amendment is necessary, please attach to this form.

7. Approval
 Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.
 Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only
 Finance Officer has signed the contract
 The Finance Officer is not required to sign the contract

NORTH CAROLINA
CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 1st day of May, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and SCHRADERGROUP LLC (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on May 1, 2024 and end on December 31, 2024, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$ 32,000.00, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Contractor Name: SCHRADERGOUNP
Attn: David L Schrader, FAIA
Address: 4208 Six Forks Road, Suite 1000
City, State, Zip Code: Raleigh, NC 27609
Phone: 919.825.4882
Email: dschrader@sgarc.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.


- iii. Failure to maintain the insurance required by this Agreement.
 - iv. Charging rates or fees in excess of those permitted under this Agreement.
 - v. Inefficient, or unsafe practices in providing Services.
 - vi. The material breach of any provision of this Agreement.
- b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: 
 Dan LaMontagne, County Manager

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


 Roy Lynch, Finance Director

CONTRACTOR

By: 
 Name: David L. Schrader, FAIA
 Title: Managing Partner

APPENDIX 1

SCOPE OF WORK: Professional design services to complete feasibility building and site assessment.

PROJECT NAME: Joint Public Safety Facility in Siler City

SCOPE OF SERVICES: See attached.

TOTAL COMPENSATION: \$32,000.00

COMPLETION DATE: No later than December 31, 2024.

APPENDIX 2
INSURANCE REQUIREMENTS

Worker's Compensation
Statutory Limits

Automobile Liability
\$250,000 bodily injury per person
\$100,000 property damage

General / Professional Liability
\$ 100,000 bodily injury per person
\$ 500,000 bodily injury per occurrence
\$ 100,000 property damage
\$1,000,000 errors and omissions and
negligent performance

NOTE: The above amounts are the minimum amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a vendor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a vendor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the vendor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.

Attachments

SCHRADERGROUP

29 March 2024

Chatham County
112 Innovation Way
Pittsboro, NC 27312

Attn: Mike Reitz, Director Chatham County Emergency Communications
Brian Stevens, Facilities & Construction Director

RE: Chatham County Joint Public Safety Facility in Siler City
Proposal for Feasibility and Programming
County parcel #14380 Lat/long: 35.7211676461304, -79.42046035577299

Mr. Reitz/Mr. Stevens:

SCHRADERGROUP (SG) truly appreciates the opportunity to present you with this proposal for professional design services to complete the Feasibility Building and Site Assessment related to the proposed Chatham County Joint Public Safety Facility in Siler City being located on parcel #14380.

PROPOSED TEAM

We are pleased to provide a team with extensive public safety facility design expertise for the proposed assessment.

Discipline
Facility Programming and Planning
Fire/EMS Subject Matter Experts

Firm Providing Service
SCHRADERGROUP
DKA

SCOPE OF SERVICES

The team understands that the goal of the process is to provide a Needs Assessment and due diligence study, program verification, conceptual design and budget development. The proposed services include a Feasibility Study/Needs Assessment set of tasks and deliverables for each as described below. SG will develop a program to include space for Fire, EMS, Sheriff, Backup-911 and a Backup-EOC.

NEEDS ASSESSMENT

The tasks involved will be as follows:

TASK 1: SITE ASSESSMENT

The site (Parcel #14380) assessment will define the exterior surroundings, future circulation, parking, traffic patterns and vulnerabilities to evaluate how the site can be utilized and secured for the intended purpose. The planning team uses assessment to develop conceptual site and building plans. The analysis provides the county with a generalized knowledge of the potential use of the site and building for the public safety facility's needs.

THREAT ASSESSMENT (COMBINED WITH TASK 1)

Using a threat assessment matrix to analyze all known risks to the proposed facility and the site. Recommendations are developed during this session and during the documentation preparation later for the Systems Analysis identified in Task 2, describing best practice solutions to those specific threats.

The site-specific information described in Task 1 will be utilized for the site-specific portion of this threat assessment.

TASK 2: SPACE PROGRAMMING

This meeting will define the different space needs and create a consolidated working document describing the overall space needs for a new facility. A series of confirmed concept diagrams are developed to describe the relative locations of the various portions of the program. This portion of the document aids the design team in understanding the desired adjacencies of the agency internal functions as well as the front of house/back of house relationship critical to the function of a facility that serves the public safety headquarters.

CONCEPT BUILDING OPTION DEVELOPMENT (COMBINED WITH TASK 2)

Development of Schematic Design Options involves the development of conceptual design studies that meet the overall protect goals and project criteria. At least two options shall be presented to Chatham County for review, discussion, recommendations and decisions. The design team acts as a professional resource during these meetings, presenting unbiased recommendations and comparisons of the differences between the various options. The final decisions and recommendations for development of the final schematic design concept shall be made by the Design Team and Chatham County. The program, set of adjacency diagrams and concept floor plans are used to develop a budget in Task 3.

SYSTEMS SELECTION - BUILDING, TECHNOLOGY, AV & FURNITURE (COMBINED WITH TASK 2)

- a. These four components of a public safety facility include redundant, survivable, and sustainable building systems specific to a joint public safety facility.
- b. This includes an assessment of the systems that allow communication, the AV systems to manage and manipulate incoming data, and the furniture to satisfy ergonomic needs of staff who work 24/7 in the proposed facility.
- c. The design team will integrate the technology design as outlined into preliminary recommendations.
- d. A full list of applicable federal, state, and local codes with recommendations to be followed will be identified.
- e. A full set of engineering narratives defining the general needs of a facility of the size and type recommended will be developed, including basic infrastructure requirements (utilities) for connectivity needs. System redundancy and diversity issues are taken into account for the systems described reflecting the Threat Assessment Workshop.

TASK 3: BUDGET DEVELOPMENT/ESTIMATE OF PRELIMINARY COSTS

The program document, concept diagrams, form the basis of a budget to be developed. The planning team attempts to identify all relevant project costs and delivers a thorough set of cost estimating worksheets for Chatham County to use as the project develops.

TASK 4: REPORT AND PRESENTATION

At the conclusion of the study, a draft and final report will be provided for Chatham County's review. Upon the final report being accepted by Chatham County, a presentation to the stakeholders will be provided. All of the work product described above is consolidated into a concise Programming and Planning workbook for Chatham County

SCHEDULE

We are prepared to begin the assessment within one to two weeks, estimated completion time is 8 weeks after the start of study.

FEE PROPOSAL

Following is our fee proposal including a lump sum for the services requested outlined above to complete the Building/Site Assessment Services. This lump sum includes all compensation and other payments due to the Firm (e.g.: manpower, overhead, profit, direct costs, reimbursable for mileage, phone, printing, etc.).

SCHRADERGROUP (SG) proposes a lump sum fee of (Thirty-Two Thousand Dollars (\$32,000.00) for all associated services to complete the study.

Other services | SCHRADERGROUP (SG) provides or coordinates all the services required to complete the assessment as described herein. However, certain aspects of a comprehensive assessment/study may require services that fall outside of our contractual obligations. In this case, Chatham County may have to contract the following professional services. Any time spent preparing Requests for Proposals (RFP), soliciting RFP's and time spent reviewing the consultants' work for compliance with the RFP would be at NO cost to Chatham County.

These services include:

1. Geotechnical engineering services for test borings and soils report;
2. Geothermal or conductivity testing for a geothermal well field;
4. Any surveying work including topographic or boundary surveys, wetlands delineations, traffic engineering and traffic studies;
5. Verification of existing topography and utility lines by surveyor;
6. Wetland surveys and delineation;
7. Legal descriptions of property, as well as for easements or right-of-way;

FORM OF AGREEMENT:

Given the limited nature of our services, we would propose utilizing this document as the signed Agreement for these services. If Chatham County requires an alternate agreement or wishes to investigate other forms of AIA agreements, please notify us and we will work with you.

Upon acceptance of this proposal, please sign on the signature line below and this document shall serve as the Agreement for the services described within.

The SCHRADERGROUP team is very excited about continuing our relationship with Chatham County as the new Joint Public Safety Facility in Siler City continues to develop. Please let us know if any of the scope, schedule or fee described above is in contradiction to anything you have anticipated.

ATTACHMENT A

SCHRADERGROUP

SCHRADERGROUP architecture, LLC Interior Design, + Structural Engineering HOURLY RATES

2024 Rate Schedule* Employee Classification	Rate/Hr.
Principal	\$258.00
Senior Project Manager	\$236.00
Structural Senior Engineer	\$232.00
Structural Project Engineer	\$189.00
Project Manager	\$200.00
Project Architect	\$179.00
Interior Designer I	\$179.00
Interior Designer II	\$110.00
Design Engineer	\$179.00
Designer	\$147.00
Drafter/CADD Operator	\$147.00
Intern	\$110.00
Administrator I	\$188.00
Administrator II	\$110.00

Unit Costs

Copies	8 ½ x 11	\$.16 each
	8 ½ x 14	\$.26 each
	11 x 17	\$.31 each

Large Format Copies

	24 x 36	30 x 42	36 x 48
Bond	\$ 4.02	\$ 5.87	\$ 8.04
Vellum	\$ 6.55	\$ 9.59	\$13.09
Mylar	\$10.62	\$15.51	\$21.27

Travel	\$.67 per mile	
Shipping		at cost

* Rates are good through December 31, 2024. Rates are subject to cost of living adjustment every year.