

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

REVISED  
ITEM

MEETING DATE: OCTOBER 12, 2015 AGENDA ITEM NUMBER: 12

**SUBJECT: RESOLUTION SELECTING AN ARCHITECTURAL AND ENGINEERING FIRM AND AUTHORIZING EXECUTION OF A CONTRACT TO PROVIDE PROFESSIONAL COST ESTIMATING AND STRUCTURAL SERVICES AS THE DESIGN CRITERIA DESIGN PROFESSIONAL IN A BRIDGING PROJECT DELIVERY METHOD FOR THE KERNERSVILLE LIBRARY CONSTRUCTION PROJECT (GENERAL SERVICES DEPARTMENT)**

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

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  yes  no

SIGNATURE J. Dudley Watts Jr. / KMA DATE: October 7, 2015  
COUNTY MANAGER

**RESOLUTION SELECTING AN ARCHITECTURAL AND ENGINEERING  
FIRM AND AUTHORIZING EXECUTION OF A CONTRACT TO PROVIDE  
PROFESSIONAL COST ESTIMATING AND STRUCTURAL SERVICES  
AS THE DESIGN CRITERIA DESIGN PROFESSIONAL IN A  
BRIDGING PROJECT DELIVERY METHOD FOR THE  
KERNERSVILLE LIBRARY CONSTRUCTION PROJECT  
(GENERAL SERVICES DEPARTMENT)**

**WHEREAS**, Forsyth County staff announced the County's requirements for architectural and engineering services for professional cost estimating and structural services as the design criteria design professional in a bridging project delivery method for the Kernersville Library Construction Project consistent with the provisions of N.C.G.S. 143-64.31; and

**WHEREAS**, Forsyth County staff submitted a Request For Qualifications in order to identify qualified firms to provide architectural and engineering services on the basis of demonstrated competence and qualification to provide these professional services without regard to a fee pursuant to N.C.G.S. 143-64.31; and

**WHEREAS**, Forsyth County staff's efforts to identify qualified firms included the use of good faith efforts to notify minority firms of the opportunity to submit qualifications for consideration; and

**WHEREAS**, two proposals were received in response to the Request For Qualifications; and County staff reviewed and evaluated the proposals and ultimately identified West & Stem (Architects), PLLC as the best qualified firm to provide architectural, plumbing, mechanical, electrical, civil, and interior design, professional cost estimating and structural services; and

**WHEREAS**, Forsyth County staff thereafter negotiated a contract with West & Stem for architectural and engineering services at a fair and reasonable fee of \$147,750.00 for professional services up to 35% complete plus a \$19,400 allowance for completion of a site survey and unanticipated consulting services as authorized by N.C.G.S. 143-64.31, subject to approval by the Forsyth County Board of Commissioners;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby selects West & Stem (Architects), PLLC to provide architectural and engineering services as outlined herein up to 35% complete for the Kernersville Library Construction Project.

**BE IT FURTHER RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the County Manager and the Clerk to the Board to execute a contract with West & Stem (Architects), PLLC for architectural and engineering services to 35% completion, on behalf of Forsyth County, consistent with the provisions of the attached revised fee proposal dated September 16, 2015, at a negotiated amount not to exceed a lump sum fee of \$147,750.00 for professional services plus a \$19,400 allowance for completion of a site survey and unanticipated consulting services as authorized by N.C.G.S. 143-64.31, subject to a pre-audit certificate thereon by the Chief Financial Officer, and approval as to form and legality by the County Attorney.

Adopted this 12<sup>th</sup> day of October 2015.



West & Stem Architects, PLLC  
5455 Bethania Rd  
Winston Salem, NC 27106  
(p) 336.923.2377

September 2, 2015 (revised September 16, 2015)

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

RE: Proposal for Kernersville Library

Dear Gary,

On behalf of West & Stem Architecture (W&S hereafter), I am pleased to submit the following proposal to provide architectural and engineering services for the new Kernersville Library in Kernersville, NC.

**A. Project Understanding:**

Based on the Architect's understanding from meetings to date, the RFQ issued by the County, and the attached Scope of Services dated September 16, 2015, prepared by W&S and approved by Forsyth County the project scope consists of:

1. A three acre site in Kernersville
2. The proposed building consists of one story of approximately 20,000 sf.
3. This proposal is for services as the "Design Criteria Design Professional" DCDP in a Bridging project delivery method. See attached Scope of Services document for roles and responsibilities.
4. Under this contract, W&S will provide architectural, plumbing, mechanical, electrical, civil, interior design, cost estimating and structural services. The consultants proposed are:
  - a. Dewberry Architecture-programming
  - b. Dewberry Engineering – mechanical, electrical, fire protection and plumbing
  - c. Dewberry Interior Design- basic finish selection
  - d. City Structures-structural
  - e. Miller Landscape Architecture MLA- civil engineering
  - f. Miller Landscape Architecture MLA- site survey
  - g. HICAPs-cost estimating
5. A project budget of \$5,000,000.

**B. Scope of Basic Services:**

1. See attached Scope of Services

**C. Compensation:**

1. Programming: Included in C2.
2. Design and documentation to 35% completion: One Hundred Forty Seven Thousand Seven Hundred and Fifty Dollars (\$147,750).
3. Site survey: Four Thousand Five Hundred Dollars(\$4,500)
4. Owner's Representative once the Design/Builder team is selected (hourly until the end of Construction). Hourly rates vary from \$75 to \$260 per hour depending on the discipline and level of experience of the person. An allowance of Fifteen Thousand Dollars (\$15,000) is suggested.
  - a. Consultant additional services and consultant services will be billed at 1.2 times their standard hourly rates.

**D. Schedule:**

1. See attached Scope of Services

**E. Reimbursable Expenses:**

1. Expenses including printing, reproduction costs, out of town travel expenses and lodging, and postage are excluded from the fees in Article C "Compensation" and will be invoiced at 1.2 times the actual cost. In town mileage expenses will not be reimbursed. The reimbursable expenses will not exceed One Thousand Five Hundred Dollars (\$1500), assuming no overnight lodging or plane flights are needed.

**F. Exclusions:**

- a. Hazardous materials surveys or abatement.
- b. Data, audio visual and communication wiring and equipment design.

- c. Security system.
- d. Kitchen consultants
- e. Design of site signs, displays, pools, fountains, dumpster enclosures and other amenities.
- f. Site storm water retention basins or other special water retention or filtration systems
- g. Special Inspections
- h. Signage design-interior and exterior
- i. Specialized foundation systems.
- j. Site retaining walls
- k. Emergency generator design
- l. LEED certification.
- m. Geotechnical engineering.
- n. Interior design other than basic finish selection.

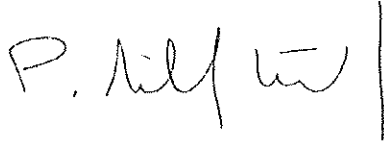
**G. Other Standard Terms:**

1. Should the project be abandoned, payment will be required for the Architect's time in the project up to the Owner's request to stop work calculated at the Architect's standard hourly rates.
2. This agreement is based on information made available to the Architect and/or readily observable on-site at the time of the agreement. This agreement does not include liability related to unforeseen hazardous materials, environmental conditions, or unusual jurisdictional review requirements.
3. Payments to W&S will be based on monthly invoices in accordance with the work performed prior to the invoice date. Payments will be due within 15 days from date of invoice.
4. W&S has the right to erect a 4' x 8' marketing sign with its logo on the project site during the duration of the design and construction. They also have the right to photograph the completed project and use these photographs in their future marketing material.

Please review this proposal/agreement and let me know if you have any questions. If you concur with this proposal, please execute two (2) copies by signing in the space below. Please retain one copy for your records and return one copy of the signed agreement to the address below. Thank you again for this opportunity.

Cordially,

Kernersville Library September 16, 2015

A handwritten signature in black ink, appearing to read "P. Michael West Jr.", with a vertical line extending downwards from the end of the signature.

P. Michael West Jr.  
West & Stem Architects  
5455 Bethania Road  
Winston-Salem, NC  
27106

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Approved by:

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Date: