

January 14, 2021

Mr. Bill Bruce, AICP Town Manager
Town of Oak Ridge, NC
8315 Linville Road
P.O. Box 374
Oak Ridge, NC 27310

RE: DESIGN GUIDEBOOK AND DESIGN FOR COMMUNITY HOUSE

HSPC Commission 2104

Dear Mr. Taylor

This letter will serve as the agreement between the Town of Oak Ridge (Owner) and Hill Studio (consultant) for the scope of services shown below. The work proposed is for Hill Studio to assist the Town of Oak Ridge by developing a design guidebook (or Pattern Book) for a combined mixed-use parcel generally situated between Route 68, Linville Road, and Caslon Drive.

In addition to the work of the Design Guidebook, Hill Studio and Don Harwood Architect PLLC will develop design documents for the Oak Ridge Park Community House, a renovation of an historic house at 8300 Linville Road.

Both of these products will be developed simultaneously, as they share some characteristics and will involve the same personnel. Individual scopes are listed below:

SCOPE OF SERVICES

Design Guidebook

HS Comm. 2104

Hill Studio will work with the Town of Oak Ridge to develop a user-friendly, illustrative tool to guide future development in the Town Core. The product will be created especially to proactively guide the development of the southern gateway parcels but will have adaptability to other future parcels. The following process will be undertaken:

I. Project Kick-Off

- a. Hill Studio will meet with Town Officials to discuss project goals, outcomes, and specific content to be addressed. Coordination will include site visit of Town Core for inventory and insight.
- b. Hill Studio and Town Officials will discuss required board and public coordination needs and successful methods to solicit input.

II. Public Engagement

- a. Town will assemble members of 4 – 8 people for each roundtable discussion, and Hill Studio will conduct a series of 5 socially-distanced roundtable discussions, through Zoom. These meetings last about an hour each. There will be a general topic list, and a custom list of questions for each roundtable.

Roundtables: Development Community
 Work Session of Historic Preservation Commission (HPC)
 Work Session with Planning and Zoning Board
 Town Identity – 2 roundtables

- b. Virtual Workshop Webpage – with a separate address but linked through www.hillstudio.com, Hill Studio will create a webpage that shares results of the roundtables, as well as continued progress on the design guidebook. The webpage will continue through the development of the guidebook. Public comments will be featured as part of the work.

III. Preliminary Development Concepts

- a. Hill Studio will outline Illustrated Development Guide content and develop example concepts to share with Town.
- b. Hill Studio will prepare for one public workshop (or one meeting with identified town officials/boards at a work session) to share development pattern concepts and determine preferences. For example, a socially-distanced open house for several hours in Town Hall allows individual input from council members, and town citizens simultaneously.
- c. Hill Studio will coordinate with Town staff during development of the preliminary concepts and on meeting content/methods.

IV. Draft Illustrated Development Guidebook

- a. Based on input received, Hill Studio will develop a draft, illustrated Development Guidebook for the Town Core. About 20-24 pages in length, the draft will be provided as a PDF for distribution to appropriate reviewers. Town will be responsible for coordination of review and comments. At the option of the Town, the draft guidebook will be posted on the virtual website, and public comments received.
- b. Hill Studio will coordinate Guidebook with other related Town documents such as the Strategic Plan Implementation as adopted, Streetscape Plan, Historic District Guidelines, Land Use Plan, etc.
- c. Hill Studio will review Oak Ridge Land Development Regulations (Chapter 30) to determine recommendations for incorporating guidebook and amendments to code.
- d. Hill Studio will coordinate with Town staff during development of the Draft Development Guidebook. Much of the coordination will be via email or phone.

- e. Public Presentation – Hill Studio will make one presentation in a public forum and receive comments. The presentation will be recorded and placed on the virtual workshop website. The PowerPoint show will be supplied to Town staff for additional presentations by staff. We will record the presentation and post it on the website and link to YouTube.

V. Final Illustrated Development Guidebook

- a. With comments from staff and public presentation, Hill Studio will revise the Draft Illustrated Development Guidebook one time and develop Final Illustrated Development Guidebook. Final document will be provided as a Press Quality PDF. (It is expected that the document will be developed using Adobe InDesign Software which also can be exported as a complete file for Town update purposes.)

Design of Community House

HS Comm. 2104.01

The Owner desires to build out approximately 1500 sf of an existing residence located at 8300 Linville Road, into a Community House at the Corner of the Town Park. With a few outdoor repairs, the work is primarily an interior buildout. The Consultant is to provide Professional Design Services for the renovation of the interior of building, and ancillary outdoor activities (sidewalk connections, patio, universal access, etc.)

If needed the Owner will provide a site survey.

The specific sizes, character and changes to the facility will be confirmed and refined in the Schematic Design Phase of the work.

The Project Delivery Method will be Design / Bid / Build.

ARCHITECT'S RESPONSIBILITIES:

The Owner will create a Committee of about 4-6 people to work with consultant on design of the structure.

The Consultant's role will be to provide professional design services to assist the Owner in the Programming/Schematic Design and Construction Documents Phases required to complete the Work. This agreement provides for services to complete construction documents. Future services (when authorized) may include bidding and construction supervision as a part of future task orders.

The Consultant will provide the following design services by Phase:

I. Programming/Schematic Design Phase

1. Code Search – Perform code search and meet with the County Building Official to review the data.
2. Assess the structure’s existing conditions. Benchmark Community House in nearby Kernersville
3. Provide existing conditions drawings.
4. Develop a program stating the types and sizes of spaces. The building design program will be provided after consultation with the Owner.
5. Develop the design complying with design requirements, including design guidelines of Historic District.
6. Provide initial design sketches to illustrate the program in coordination with the Owner’s design program.
7. Provide Schematic Drawings of the Design.
 - Cover Sheet with perspective rendering of facility
 - Life Safety plans
 - Plans
 - Sections - showing typical and atypical/special conditions
8. Provide a Construction Cost Estimate
9. Present the Schematic Plans to the Owner

II. Construction Documents

The Consultant will assemble an engineering team and develop Construction Drawings suitable for the Owner to bid the project.

1. Provide changes to the design based on Owner’s review and the construction cost estimate
2. Provide base drawings to subcontracted engineers. Coordinate engineers’ work.
3. Provide Construction Documents that can be used to qualify for bidding, and a building permit:
 - Cover Sheet with location map
 - Legend and Abbreviations
 - Plans
 - Elevations
 - Enlarged Plans
 - Wall Sections
4. Provide 75% Construction Document Drawings for Owner review
5. Incorporate the Owner’s comments
6. Compose Project Manual, with Bidding Procedures supplied by Owner.
7. Provide 100% Construction Documents.

III. Professional Cost Estimator

At the conclusion of construction documents, a professional cost estimator will prepare a construction cost summary that the Town can use to help establish budgets.

Subconsultants

Don Harwood Architect, PLC, is providing Architecture Services.

Keith Hummer, Quality Construction Services, is providing professional cost estimating services.

The following services will be subcontracted by the Consultant. The Consultant will coordinate the work of the services noted below for inclusion on the Construction Documents Set.

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Structural Engineering

Civil Engineering is not anticipated or included in this agreement.

TERMS of AGREEMENT:

Consultant will provide the Professional Services discussed above for a lump-sum fee, including expenses, not to exceed **\$40,000**. This is itemized as follows:

FEE CHART			
Design Guidebook			
<u>Task</u>	<u>Title</u>	<u>Fee</u>	<u>Total</u>
1	Project Kick-off	\$ 1,000	
2	Public Engagement	\$ 3,500	
3	Preliminary Development Concepts	\$ 6,000	
4	Draft Illustrated Guidebook	\$ 7,000	
5	Final Illustrated Development Guidebook	\$ 4,000	\$ 21,500
Design of Community House			
1	Programming / Schematic Design	\$ 3,500	
2	Construction Documents	\$ 7,000	
3	Construction Cost Estimate	\$ 2,000	
*	Allowance for Engineering Services	\$ 6,000	\$ 18,500
Total Project			\$ 40,000.00

Other Terms

- A. **Project Billing.** Consultant will invoice on a monthly basis for the percentage of project work completed. Payment is expected within 30 days. Approved invoices which have not been paid within 60 days of issue will accrue interest at the rate of 1% per month.
- B. **Amendment.** This Agreement may be amended in writing for additional services related to this project. The Owner may add additional scopes of work to this agreement, including further scopes relating to future services for implementation of this project. Attached is a comprehensive hourly rate schedule for Consultant. Future services not specifically included in the described Scope of Services shall be considered Additional Services. For any additional services requested and authorized by the Owner, Consultant will provide, coordinate and bill the additional services and expenses at the negotiated hourly rate or fee, and, for a sub-contracting firm or project expenses at 1.10 times the actual cost to the subcontracting firm. All additional services will be authorized in writing by Owner before they are undertaken.
- C. **Owner Responsibilities**
1. The Owner, or its agent, will provide available GIS base materials, such as property maps, aerial photography, parcel and County and Town information, and utility information to be used in conjunction with the project.
 2. The Owner will identify stakeholders and help coordinate project meetings and arrange project workspace for the design workshop or community meetings.
 3. The Owner will coordinate with the Owner's management team, stakeholders and any appropriate property owners to enable access to properties identified for study.
 4. The Owner will designate a single person to serve as the direct link between Consultant and Owner's team, to minimize confusion on direction.
- D. **Project of a Limited Scope.** The Consultant has scoped a limited budget, which does not have contingencies for extra time expenditure. Additional work beyond the scope described will necessitate a request for Additional Services. This work might include, but not be limited to, such items as attendance at additional management team meetings, re-work of designs and plans already accepted, or special work directed toward groups or individuals to secure their ideas or approvals. Consultant will make Owner aware of the need for additional services before billing this time.
- E. **Applicable Law and Courts.** The Contract shall be governed in all respects by the laws of the State of North Carolina. The Consultant shall comply with applicable federal, state and local laws and regulations.
- F. **Assignment of Contract.** This Contract shall not be assignable by either party in whole or in part without the prior written consent of the other.

- G. **Discrimination Prohibited.** During the performance of this contract, the Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- H. **Employee Legal Employment Status.** Consultant's employees and any subcontracted employees will meet the strict employment regulations established by US Code, Title 8 – Aliens and Nationality, Chapter 12 – Immigration and Nationality. Hill Studio will not hire, recruit or refer for a fee any alien not authorized to work in the United States. Hill Studio will verify work authorization and ensure compliance with federal legislation for any personnel hired.
- I. **Drug-free workplace to be maintained.** During the performance of this contract, the Consultant agrees to provide a drug-free workplace.
- J. **Liability Insurance.** The Consultant shall maintain professional liability insurance in accordance with the provisions required by the Owner and shall provide evidence of such to the Owner at their request.
- K. **Timing is of the Essence.** The Consultant shall develop a timeline and partner with Owner's representative to stay on track to deliver final product by mutually-acceptable times. The Owner will provide for and allow for extraordinary extenuating circumstances and emergencies, as long as they are brought swiftly to attention of the other party with proposed revisions to the timeline and resolved as quickly as possible.

ENTIRE AGREEMENT

This agreement represents the entire agreement between the Owner and Consultant. This agreement may be amended by written instrument signed by both parties to this agreement.

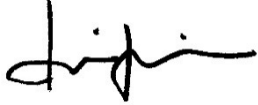
All of the terms and conditions of this contract shall be binding on the Consultant and the Owner, and their respective heirs, legal and personal representatives, successors and assigns.

Upon execution of this Agreement, the Consultant is authorized to proceed with the described professional services.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below.

HILL STUDIO

TOWN of OAK RIDGE



David P. Hill, ASLA
President

Bill Bruce, AICP
Town Manager

Date: _____

C: HS File 2104 c. 0