

**PLEASE TURN OFF (SILENCE) AND STORE YOUR MOBILE ELECTRONIC DEVICES
DURING THE BOARD MEETING**

***Central Carolina Community College
Board of Trustees
Agenda
April 22, 2024***

Ethics Statement
Mission Statement of the College

Revised Agenda

Personnel Committee

1. Educational Leave Request – Adam Wade
2. Approve Proposed Summer Schedule 2024

Finance Committee

1. Termination and Re-bid of Food Vending Contract

Building & Grounds Committee

1. Approve Standard Design Agreement for Moore Center Phase I



BOARD OF TRUSTEES PERSONNEL COMMITTEE AGENDA

Committee Members: Bobby Powell, Chair
Genia Morris
Chip Post

Consent Agenda Items

Full Board Agenda Items

1. Educational Leave Request – Adam Wade
2. Approve Proposed Summer Schedule 2024

For Information Only

Central Carolina Community College

Educational Leave Request and Agreement

Employee Name: Adam Wade Date: 12/5/23

Job Title: Dean of Student Onboarding and Success

Department: Student Onboarding and Success

Description of Educational Program: NCSU EdD in Community College Leadership

Explain how this leave will benefit CCCC and you in your current position: This leave will allow me to attend residency weeks, and scheduled in-person courses throughout the 2024 year. The EdD program at NCSU will allow me to enrich my current and future practice and build upon my leadership abilities.

Requested amount of time of leave: 1/3/24-1/5/24, 5/20/24-5/23/24, 8/22/24-8/23/24, 11/7/24-11/8/24 (11 Days)

Start Date: 1/3/24 End Date: 11/8/24

- I, Adam Wade request educational leave with pay and benefits from my duties at CCCC in order to pursue educational activities in my area of specialty in accordance with CCCC policy.
- I understand if approved, CCCC will continue to compensate me at my current level of salary and maintain other benefits during the leave.
- If approved, I agree to return to employment with CCCC through the subsequent contract year following completion of the educational leave.
- I understand that in the event I fail to immediately return to employment with CCCC or I fail to honor the subsequent contract or any part thereof for any reason other than death, disability, or termination without cause of CCCC, I shall be required to repay the full or prorated portion by surrendering annual leave. If annual leave is not enough to cover the cost, I will be subject to monetary repayment.
- I understand that to be considered for educational leave that this request must be approved by the college President prior to leave.
- I understand that if approved for educational leave, an official certificate or transcript reflecting completion must be submitted to the Human Resources Office for my personnel file.

Employee's Signature: _____

Supervisor's Signature: _____

Sr. Administrator Signature: _____

For internal use only

Educational Leave meets the following eligibility requirements:

- ☐ Employee has shown how the leave will benefit CCCC in his/her current position.
☐ Release time from work should not produce a burden to CCCC.

☐ Approved

☐ Not Approved

Approve Proposed Summer Schedule 2024

The Board of Trustees has typically approved for the college to be closed on Fridays during the summer. We are requesting approval for 2024 with the dates and requirements below.

- The college will operate on a four-day work week for the summer during the dates Monday, May 20 to Friday, July 26, 2024.
- Forty hour per week employees will start their work day between 7:00 AM and 7:30 AM and end their day between 5:30 PM and 6:00 PM.
- Some areas will operate on a different schedule approved by the Vice President for the area.
- The College will post hours as being open for business from 8:00 AM until 5:30 PM. Some departments may open earlier, while others are open later; however, all services should be available during the hours of 8:00 AM and 5:30 PM.
- The Friday closures are listed below:
 - May 24th
 - May 31st
 - June 7th
 - June 14th
 - June 21st
 - June 28th
 - July 5th
 - July 12th
 - July 19th
 - July 26th



BOARD OF TRUSTEES FINANCE COMMITTEE AGENDA

Committee Members: Jim Burgin, Chair Jamie Kelly Gordon Springle			
Consent Agenda Items			
Full Board Agenda Items			
1. Termination and Re-bid of Food Vending Contract			
For Information Only			

1. Termination and Re-bid of Food Vending Contract

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 07/01/2022, by and between Central Carolina Community College, located at 1105 Kelly Drive, Sanford, North Carolina 27330 in the County of LEE (the "CLIENT"), and Carolina Food & Beverage, LLC, located at 8411 Garvey Dr, Raleigh, North Carolina 27616 (the "CONTRACTOR"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 08/15/2022 and for a period of approximately three (3) years ending 6/30/2025, or until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

- *Vending operations provided through academic year - Fall (78 Days); Spring (78 Days); Summer (32 Days).*
- *Vending Machines capable of coin operation and equipped w/ wireless CC readers (PCI DSS security standards).*
- *Vending machines are to be kept regularly stocked with fresh merchandises with a product mix that provides a variety of selections that meet consumer demand including healthy vending choices.*
- *CFB responsible for providing equipment in current locations as well as expand to new locations by request.*
- *Contractor may remove a vending machine from operation in the event the machines performs below 50% of the overall average across the machines operating on campus during a 90 day period.*
- *CFB will place/operate ~ 28 snack machines across the same number of locations.*

SCOPE OF WORK. CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement, and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR. CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an independent contractor and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

EQUIPMENT & MEANS OF SERVICE. CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. CONTRACTOR shall always perform the work him/herself and does not have the right to refer any given assignment to an employee or subcontractor without prior written approval from CLIENT. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION. In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: - Compensation will be in the form of the privilege of reselling snack items on campuses across Lee, Harnett and Chatham counties.

- Prices will be at or below current market prices at convenience stores within a 10 mile radius of campus.
- The college will receive 10% commission on all sales associated with vending operations.

Commission is payable to CCCC on a Quarterly basis at the end of each quarter paid by check:

*30 SEP 2022; 31 DEC 2022
30 MAR 2023; 30 JUN 2023; 30 SEP 2023; 31 DEC 2023
30 MAR 2024; 30 JUN 2024; 30 SEP 2024; 31 DEC 2024
30 MAR 2025; 30 JUN 2025

**An interim commission will be paid prior to the quarter's end at the beginning of the contract*

EXPENSES. CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement.

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

DEFINITION OF "PROPRIETARY INFORMATION." For the purpose of this Agreement, "Proprietary Information" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT for the protection of the confidentiality of any Proprietary Information.

OWNERSHIP OF SOCIAL MEDIA. The CLIENT shall have sole ownership over any social media contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CLIENT.

RETURN OF PROPRIETARY INFORMATION. Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours.

The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available at law.

COPYRIGHT & REPRODUCTION RIGHTS. All of CONTRACTOR's work under this Agreement shall be deemed "work for hire" and as such, the copyrights of the same shall belong to CLIENT. The CONTRACTOR hereby agrees not to sell, barter or share Proprietary Information obtained or developed during the performance of the services contemplated by this Agreement to any person, company, group, advertising agency, or otherwise, unless CONTRACTOR has CLIENT's express written permission. Any use that exceeds this limited scope, or does not comply with these conditions, shall be strictly prohibited and be deemed a violation of this Agreement entitling CLIENT to pursue all legal remedies and subjecting CONTRACTOR to all penalties allowed under the law.

DEFINITION OF "WORK FOR HIRE." The CONTRACTOR herein acknowledges and agrees that all work of authorship performed for the CLIENT under this Agreement shall be subject to the CLIENT's direction and control and that such work constitutes 'Work for Hire' as such term is defined in 17 U.S.C. § 201 & 202 — Ownership of Copyright & Material To that end, the CLIENT shall be considered the 'Author of Program' pursuant to the relevant U.S. Copyright laws. Any and all 'works for hire' shall be the sole and exclusive property of the CLIENT. Furthermore, consistent with the CONTRACTOR's recognition of the CLIENT's sole and complete ownership rights in said materials, the CONTRACTOR agrees not to make use of any Proprietary Information, or any part thereof, for the benefit of any party other than the CLIENT. The CONTRACTOR acknowledges that this Agreement does not apply to any invention, creation, idea or design for which no equipment, supplies, facility or trade secret information of the CLIENT was used and that was entirely on the CONTRACTOR's own time and (i) does not relate to the CLIENT's business or to the actual or anticipated research or development work of the CLIENT; or (ii) does not result from any work performed by the CONTRACTOR for the CLIENT. The burden of proof shall rest with the CONTRACTOR with regards to the exceptions contained within this section.

PATENT APPLICATIONS. Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

EXCLUSIVITY, MARKETING AND ADVERTISING. CONTRACTOR understands that while working on an assignment provided by CLIENT he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement. Any and all allowable use by the CONTRACTOR of the CLIENT's Trademarks and/or Logo shall inure to the CLIENT's benefit, under the CLIENT's control, and may be terminated by the CLIENT at will without notice and for any reason. The CONTRACTOR agrees that s/he shall not challenge, directly or indirectly, the validity of the CLIENT's Trademark or Logo or the CLIENT's ownership of said Trademark and/or Logo. The CONTRACTOR shall not make use of the CLIENT's Trademark and/or Logo on any internet website and, furthermore, shall not register or use any domain names, meta tags, search engine keywords, hidden texts or URLs that may include any of the CLIENT's Trademark and/or Logo without first obtaining the CLIENT's prior written approval.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK. The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 60 Days days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its solediscretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION. Either party may terminate this Agreement in whole or in part, whenever the they shall determine that termination is in their best interest. Termination shall be effected by providing 60days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION. During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to establish, document and protect such rights.

INJUNCTIVE RELIEF. CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY. CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

INDEMNIFICATION. The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also ensure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement.

Background Check. The contractor shall conduct background checks in conformity with NCGS 115-332.1 of all employees who will be physically present on Client's premises for any length of time. Contractor shall not allow any employee to enter upon Client's premises until that employee has passed a background check. Contractor may rely on background checks conducted upon contractor's employees prior to the execution of this contract. If an issue appears on a background check of an employee, Contractor shall not allow that employee to enter upon Client's premises for any reason whatsoever. If an employee who had previously passed a background check subsequently fails a background check or engages in any behavior that the Contractor knows about or should reasonably know about that would otherwise pose an issue on a background check, Contractor shall immediately remove employee from Client's premises, bar the employee from entering upon the Client's premises for any reason whatsoever in the future, and notify the Client of the failed background check or employee behavior. Contractor certifies that Contractor has followed and will continue to follow the terms of this paragraph through the duration of the Agreement.

NOTICES. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

CONTINUING EFFECTS. The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

CHOICE OF LAW. This Agreement is to be construed pursuant to the current laws of the State of North Carolina without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of North Carolina, in the County of Wake.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

MEDIATION, LITIGATION & ARBITRATION. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the North Carolina Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks to file an action in court, then the action must be brought a court of competent jurisdiction in the State of North Carolina.

ENTIRE UNDERSTANDING. This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

SEVERABILITY. If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS. This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER. If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES. All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES. Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

Phillip D. Price

10 / 21 / 2022

Dr. Phillip D. Price

Central Carolina Community College

David Whitmire



10 / 21 / 2022

David W. Whitmire

Co-Owner, Carolina Food & Beverage, LLC

Signature Certificate

Reference number: MBPAT-IPDLK-C6TH6-G9PQO

Signer	Timestamp	Signature
Phillip Price Email: pprice@cccc.edu Sent: 20 Oct 2022 20:32:16 UTC Viewed: 22 Oct 2022 03:01:27 UTC Signed: 22 Oct 2022 03:01:49 UTC		
Recipient Verification: ✓ Email verified	22 Oct 2022 03:01:27 UTC	IP address: 75.89.253.189 Location: Sanford, United States
David Whitmire Email: dave@titan-mc.com Shared via link Sent: 20 Oct 2022 20:32:16 UTC Viewed: 16 Nov 2022 18:06:31 UTC Signed: 16 Nov 2022 18:07:01 UTC		
		IP address: 64.99.150.181 Location: Wake Forest, United States

Document completed by all parties on:
16 Nov 2022 18:07:01 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





BOARD OF TRUSTEES BUILDING AND GROUNDS COMMITTEE AGENDA

Committee Members: Bill Tatum Jim Womack			
Consent Agenda Items			
Full Board Items			
1. Approve Standard Design Agreement for Moore Center Phase I			
For Information Only			



Hobbs Architects, P.A.

159 West Salisbury Street / P.O. Box 1457
Pittsboro, North Carolina 27312

919.545.2004
www.hobbsarchitects.com

SCOPE OF WORK

February 22, 2024

CCCC Moore Center – Phase 1 Standard Design Services

Central Carolina Community College

The work in this proposal includes design services for the Phase 1 renovation & new construction, with site improvements, for the former automotive parts factory on CCCC's Sanford, N.C. campus. The facility will house a variety of spaces: industrial lab areas, classrooms, administration areas, etc. identified in the Pre-Design Phase. For the purposes of this proposal, it is assumed the work will be bid as conventional single prime construction; Construction Manager at Risk (CMAR) delivery will be evaluated by the Owner and if chosen, a design amendment will be proposed by the design team. Phase 1 consists of two primary areas of construction: (1) renovation and addition to the primary factory building and (2) new site work required to realize Phase 1. This project will be focused on obtaining as much of the Phase 1A scope as possible (as identified in the Pre-Design Report), with an overall construction budget, including alternates and escalation, set for this phase at +/- **\$16,150,000**. Please see attached Gross Project Budget Summary.

The proposed Scope of Work includes design, bidding, and contract administration services of all project phases. Hobbs Architects, PA will provide professional consulting services required to complete the project. Design consultants include:

- | | |
|--------------------------|--------------|
| • P-M-E Engineering | Dewberry |
| • Structural Engineering | Lynch Mykins |
| • Civil Engineering | CLH |
| • Landscape Architecture | CLH |

Standard Services:

I. Building and Site Design Per Design Phase

A. Schematic Design (SD) Phase to include the following services:

- Continue site development drawings based on approved master plan from the Pre-Design Phase
- Develop floor plans based on the established program for the project and the concepts developed in the Pre-Design Phase
- Review plumbing, electrical, and heating & air conditioning concepts with Owner
- Provide exterior building elevations of the major building facades
- Refine the projected construction budget developed in the Pre-Design Phase
- Perform Life Cycle Cost Analysis per SCO guidelines
- Begin outline project specifications
- Receive approval from Owner on the SD Phase
- Submit SD plans to the NC DOA State Construction Office and NC Department of Insurance for review and coordination

B. Design Development (DD) Phase to include the following:

- Coordinated building footprint with entrances, walks, utilities, grading, walkways and landscaping
- Floor plans to indicate door and room finish information
- Exterior elevations and preliminary building cross sections
- Typical wall sections indicating proposed construction materials



- General plumbing, mechanical and electrical information. Indicate types, sizes and locations of major equipment or devices
- Review information with Owner to finalize Design Development Phase
- Provide updated construction budget and identify potential Bid Alternates
- Receive approval from Owner on the Design Development Phase
- Perform Life Cycle Cost Analysis per SCO guidelines
- Submit DD plans to the NC DOA State Construction Office and NC Department of Insurance for review and coordination

C. Working Drawings (WD) Phase to include the following:

- Title/Code Sheet: Indicating building code information required by the NC DOA State Construction Office, NC Department of Insurance, and the local inspections department
- Civil/site drawings
- Landscape drawings as dictated by budget and requirements of City of Sanford
- Structural Drawings to include foundation, wall, & roof framing plans and associated details
- Floor Plans with pertinent information including dimensions & notes
- Drawings with exterior elevations and building sections
- Drawings with wall sections indicating proposed construction details, materials, and building height
- Drawing with Reflected Ceiling Plans indicating ceiling layout plans coordinated with lights and HVAC equipment
- Drawings with Finish and Door Schedules
- Drawings with miscellaneous architectural details and notes
- Plumbing Engineering Drawings indicating plumbing fixture design layout, plumbing fixture schedules, details, notes, and associated information
- Heating, ventilation & air conditioning (Mechanical) engineering drawings indicating equipment & duct layout, duct sizes, equipment schedules, details, notes and associated information
- Electrical Engineering drawings indicating electrical equipment, layout, equipment and fixture schedules, details, notes, and associated information
- Site lighting drawings (see optional Additional Design Services)
- Classroom audio/visual system drawings beyond typical systems for CCCC projects with rough-in for projectors and electrified screens (see optional Additional Design Services)
- Security system drawings (optional Additional Design Services)
- Assemble Specifications for inclusion into the Bid Document package as follows: Architectural, Civil, Landscape, Structural, Plumbing, Mechanical, and Electrical Engineering Specifications
- Perform Life Cycle Cost Analysis per SCO guidelines
- Provide cost estimate in accordance with NC DOA State Construction Office requirements
- Receive approval from Owner on the Working Drawings Phase
- Submit WD plans to the NC DOA State Construction Office and the NC Department of Insurance for approval to Bid



D. Bidding Phase:

- Distribute Bid Document packages to bidding contractors
- Conduct Pre-Bid Conference at site with General Contractors to review Scope of Work
- Respond via Addenda to questions by General Contractors during Bidding Phase
- Receive, analyze, and make recommendations on bid results to the Owner
- Facilitate construction contract between Owner and Contractors

E. Construction Phase:

- Conduct Pre-Construction Meeting with design consultants present
- Conduct Monthly Construction Meetings with design consultants present as needed based on the work in place
- Provide the services of an interior designer to assist Owner in selection of colors and finishes
- Coordination with Owner's furniture designer
- Review material and equipment submittals
- Visit site as appropriate (weekly average) to observe construction in progress. Visits will be performed by a member of the design team related to the work in progress in the field.
- Provide written reports of site visits and other significant correspondence related to the work. Distribute copies to Owner and General Contractor.
- Respond to questions by the General Contractor and Owner
- Review and forward approved Contractor's pay requests to Owner for payment
- Conduct Pre-Final and Final Inspections
- Project Close-Out per State requirements

II. Proposed Initial Schedule

Schematic Design	2 months
SCO/AHJ/Owner Review	1 month
Design Development	4 months
SCO/AHJ/Owner Review	1 month
Construction Documents	6 months
SCO/AHJ/Owner Review	2 months
Bidding/Contract Negotiation	2 months
Construction	18 months
TOTAL PROJECT TIME	36 MONTHS



III. **Payment Schedule for architectural and engineering services:**

Fees are to be billed monthly on a percentage basis in accordance with the progress of the work but are not to exceed the total for each phase of the project.

A. **Standard Design Services:** (building + site work)

Fee based on estimated construction budget of \$16,150,000, including alternates and escalation. Should allocated construction budget increase, fees may need to adjust accordingly.

• Schematic Design Phase	(15%)	
• Design Development Phase	(20%)	
• Working Drawings Phase	(30%)	
• Bidding Phase	(5%)	
• Contract Administration	(25%)	
• Close Out	(5%)	
Total		\$1,776,500 lump sum

B. **Potential Additional Design Services:**

• Submittals to/Design Reviews by Department of Insurance (2 meetings, correspondence, response to comments)	\$ 2,500
• Electronic Security System Design (Breakdown: Dewberry - \$12,600, Hobbs - \$1,400) -Led by Dewberry, includes full design and specification of access control system and intrusion detection system. Does not include specification or installation of security cameras, to be provided by Owner)	\$ 14,000
• Site Lighting Coordination with the power company (led by Dewberry) - Coordination of leased lighting with power company.	\$ 1,500
• Site Permits: (led by CLH) <ul style="list-style-type: none">○ LEE County Public Works○ NCDENR Public Water Supply○ NCDOI○ NCDENR Fast Track Sewer○ Lee County/NCDEQ for erosion control/land disturbance○ Lee County/NCDENR Division of Water Quality for Stormwater○ NCDOT Driveway Permit○ NCDOT Encroachment Agreement	\$ 12,000
• Irrigation System Design (led by CLH)	\$ 8,000
• Early Bid Package: <ul style="list-style-type: none">○ Demo, initial site work, electrical substation demo and new switchgear	\$ TBD
• CM@R coordination	\$ TBD
• Presentations to CCCC Board of Trustees	\$ hourly



IV. Scope of work does not include the following:

Architectural

- Identification or abatement of hazardous material (Owner provided and design team coordinated)
- Construction materials and compaction testing
- LEED certification
- Special use applications
- Subsurface Investigations
- Surveys
- Pre-Qualification of General Contractors
- Daylighting consultant
- Acoustics consultant
- Payments for building or environmental permits, fees related to agency reviews.
- Rezoning/Variance applications through the Lee County, N.C. (appropriate zoning assumed)
- Interior Design Services beyond the following: material selections in the design process and a coordination meeting with the college to review material submittals by the Contractor during construction.

Civil & Landscape Architecture

- On-site stormwater management (assumed to not be needed)
- Special easements / maps for utility purposes / existing utility capacity and conditions evaluation
- Annexation plat, recombination plat, right-of-way and easement abandonment plats
- Phase I / II Environmental Site Assessments including testing for asbestos, lead paint and radon
- Threatened and Endangered Species site evaluation, Archeological or Historical Survey
- Detailed flood plain studies, LOMR or LOMR-F
- Traffic Impact Analysis (TIA) Studies, Traffic Signal Design, Traffic control plans, Sequencing Plans
- Air quality permit, Transportation Facility Permit, Noise permit, CAMA permit, Rezoning Petitions
- Electrical design and details, including gates and electronic fencing, wire utilities design such as including electric, telephone and cable services
- Fire flow testing and analysis, including fire pump and system design
- Pump station design -water booster and sanitary sewer
- Off-site infrastructure improvements (water, sewer and storm drainage) / off-site roadway improvements
- Right of Way / easement negotiations / acquisition
- Construction staking services
- Air Quality Permitting
- Chilled Water, Hot Water, Gas, Fuel, Steam or Lighting Designs
- Construction Materials and Compaction Testing
- Easement Negotiations
- Fire Flow Testing / fire pump design
- Environmental Assessments or Impact Statements
- Flood Studies
- Geotechnical Analysis



Hobbs Architects, P.A.

159 West Salisbury Street / P.O. Box 1457
Pittsboro, North Carolina 27312

919.545.2004 voice

- Irrigation Design
- Pump station design
- LEED or Green Globes Design
- Monumental Signage Detail Design
- Off-Site Utility Extension Design
- Off-Site Road Design
- Public (Community) Meetings
- Public Road Improvements
- Rainwater Reuse Design
- Retaining/MSE Wall or Structural Design
- Special Use or Variance Applications
- Septic, Well or Pump Designs
- Stream Buffer/Wetland/Pond Impact
- Permitting
- Surveying/Easement Mapping & Exhibits
- Termite Control Design
- Traffic Control Plans or Traffic Studies
- Wetland and Stream Buffer Delineation

PME

- Fire protection sprinkler system design. Main trunkline design in PME scope / sprinkler layout by sprinkler co. under the GC
- Daylighting control systems or Building Commissioning
- Security system drawings (unless selected from optional Additional Design Services)
- Emergency or Standby Generator design
- Cost estimation services. Cost estimate is anticipated by 3rd party as part of the team
- Commissioning services. Commissioning support is anticipated to be generating a commissioning spec, attendance at a commissioning kick-off meeting, and providing responses to CxA comments. Commissioning is anticipated to be provided by a 3rd party either contracted directly with the Owner or as part of the construction contract.
- Utility primary (medium voltage) design. It is anticipated the utility will provide this design.
- Metering of existing panelboards is excluded for load verification
- Lightning protection design
- Fire Flow Testing / Flow test or most recent fire pump test is anticipated to be provided to Dewberry
- LEED certification or documentation
- Arch Flash Study. Coordination/Arc Flash Study will be provided by successful Contractor once electrical equipment manufacturer has been selected.
- AV systems design beyond raceway and wiring layouts included based on Owner's requirements
- Design of Bi-Direction Amplification or Distributed Antenna Systems.

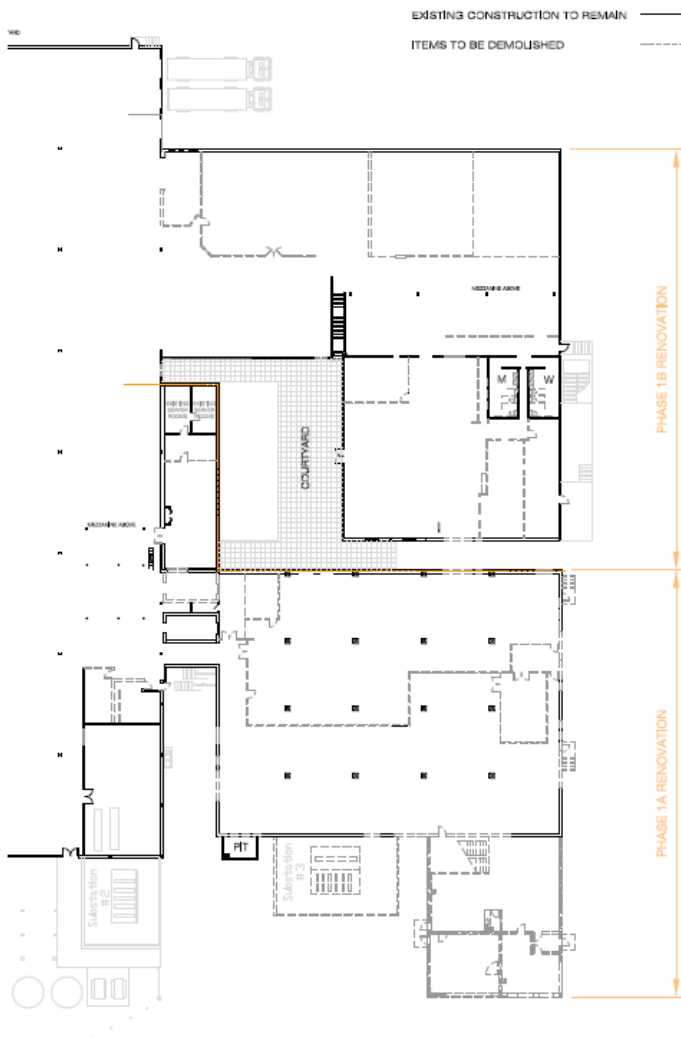


Structural

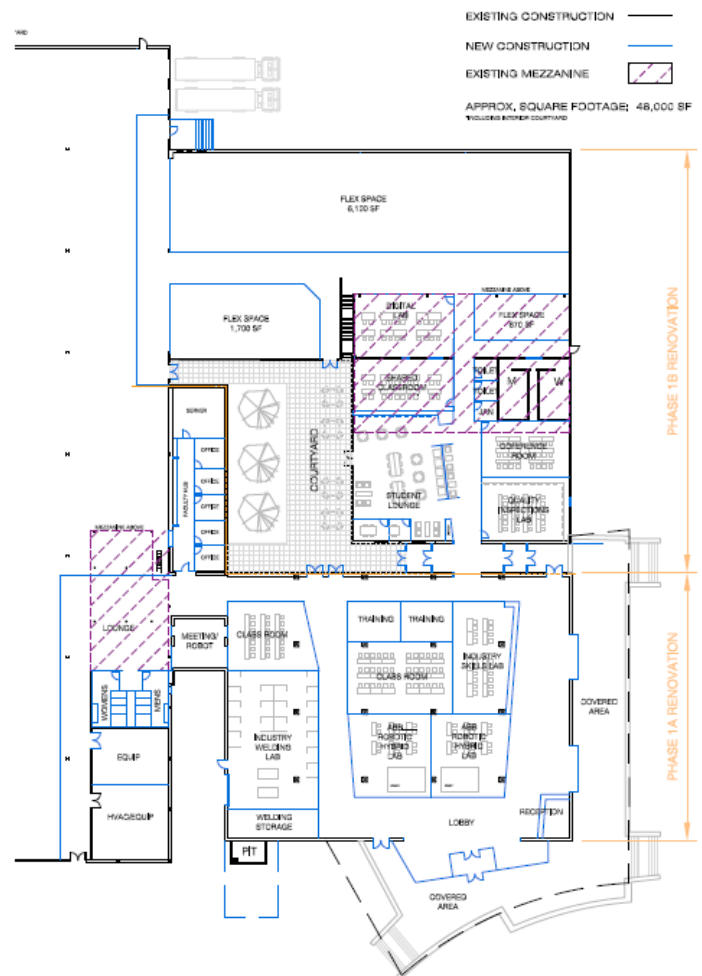
- Design of any structure outside of the main building footprint such as site walls, features, retaining walls, planters, exterior ramps, flag and lightpole foundations, pools, fountains.
- Any services for Special Inspections except preparation of the Statement and Schedule of Special Inspections
- Demolition drawings
- Any drawings for multiple or early structural packages
- New construction will be sited such that it is not in a flood hazard area and design of flood protective works as defined in ASCE-24 will not be required
- Structural design and construction documents for the following anticipated delegated design items:
 - Cold-formed metal framing
 - Stair systems
 - Structural steel connections
 - Precast concrete
 - Pre-engineered canopies
 - Curtainwall or storefront glazing systems
 - Pre-engineered metal building systems (PEMB)
 - Temporary shoring or excavation support systems
 - Prefabricated wood or metal trusses
 - Screen mesh material and connections
 - Signage and connections
 - Metal panel systems

Two Primary Work Areas:

1. Main Building:



MOORE CENTER PHASE 1 RENOVATIONS - PRELIMINARY DEMOLITION PLAN NOVEMBER 2023

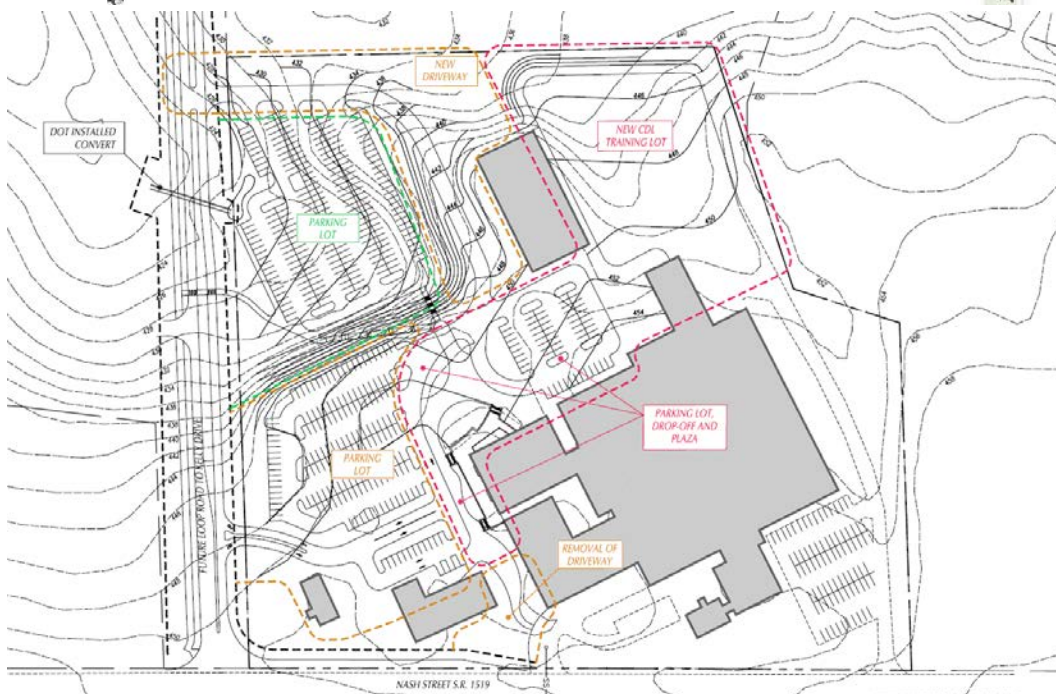


MOORE CENTER PHASE 1 RENOVATIONS - PRELIMINARY TEST FIT NOVEMBER 2023
SCALE: 1/4" = 1'-0"

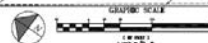




3. Site Work:



CCCC MOORE CENTER
SANFORD, LEE, NC



CLH design, p.a.

400 Regency Forest Drive, Suite 120
Cary, North Carolina 27518
P: 919.319.6716
www.clhdesignpa.com



Fee Proposal

Date: February 19, 2024
To: Taylor Hobbs, AIA – Hobbs Architects, PA
From: Steven J. Miller, PE – CLH Design, PA
Re: PROPOSAL FOR PROFESSIONAL DESIGN SERVICES
MOORE CENTER PHASE 1A
CENTRAL CAROLINA COMMUNITY COLLEGE

Dear Taylor:

Now that we have completed the Pre-Design Services phase of this project, we are pleased to provide you with this proposal for professional site design and construction phase services for Phase 1A of the Moore Center facility at Central Carolina Community College in Sanford, NC.

We understand the Phase 1A project will consist of the renovation and addition to the primary factory building, associated site work and development of the CDL driving pad adjacent to the outbuilding currently occupied by Lee County.

The general areas of the site work associated with Phase 1A are shown on the attached sketch.

- Yellow Shaded Area:
 - Site improvements adjacent to and associated with the renovations and addition to the primary factory building.
 - Development of a pedestrian entrance plaza near the new building entrance feature (generally based on conceptual renderings included in the Pre-Design Report).
 - Development of the upper level parking improvements fronting the northwest and northeast sides of the building including a new driveway connection to the Kelly Drive Extension road.
- Blue Shaded Area:
 - Development of the CDL Training Lot with connection to the existing driveway to Nash Street.
 - Provisions for limited parking for the existing outbuilding – likely incorporated into the CDL driving pad.
- The future parking lot located farther to the north end of the site, the second northern driveway connection to the Kelly Drive Extension road and a future entrance plaza between the factory building and the outbuilding are not included in this scope.

Based on our understanding of the project as stated above, we propose the scope of services and fees outlined below for Phase 1A.

Scope of Services

1. Schematic Design Phase

- a. Participate in Schematic Design phase meetings with the design team.
- b. Develop a schematic site plan complying with program elements identified in the Pre-Design phase and with regards to zoning, construction, general design restrictions.
 - a. Schematic site plan will be single-line, black & white plan depicting the general layout of the new site improvements.
- c. Develop SD level specifications.
- d. Assist the team's Cost Estimator with approximating site improvement quantities for SD level Option of Probable Construction Costs.
- e. Coordinate performance of a fire hydrant flow test by the City of Sanford.

2. Design Development Phase

- a. Continue advancement of the site design and develop DD phase site plans based on the approved Schematic site plan and follow-up meetings with reviewing authorities.
- b. DD Phase deliverables will consist generally of the following:
 - Existing Conditions/Demolition Plan
 - Site Plan
 - Grading and Drainage Plan

Note: At this time it is understood that stormwater management (treatment and detention of stormwater runoff) will not be required by regulation and is therefore excluded from this proposal. If stormwater management is determined to be required, additional services and fees will be needed.
 - Sediment and Erosion Control Plan
 - On-Site Utility Plans (Water & Sewer)

Note: It is assumed that water and sewer to serve the improvements will be served by new on-site service lines or mains extended existing on-site water and gravity sewer services or mains. Design and permitting of off-site utility main extensions are not included in this proposal.
 - Planting Plan
 - Site and Planting Construction Details
 - Division 31-33 Technical Specifications
- c. Assist the team's Cost Estimator with approximating site improvement quantities for DD level Option of Probable Construction Costs

3. Construction Documents Phase

- a. Continue advancement of the Civil/Site/Landscaping design and develop construction plans and specifications for site improvements based on the DD phase documents approved by the owner. Our deliverables will consist generally of the following:
 - CD Phase deliverables will consist generally of the following:
 - Existing Conditions and Demolition Plan
 - Staking Plan
 - Grading and Drainage Plan
 - Sediment and Erosion Control Plan

- On-Site Utility Plans (Water & Sewer)
 - Planting Plan
 - Site and Planting Construction Details
 - Division 31-33 Technical Specifications
 - b. Review Cost Estimator's and CM's CD Level Opinion of Probable Construction Costs
4. Bidding Phase
- a. Provide recommended earthwork-related allowance quantities and unit price definitions (such as rock, unsuitable soil, etc.) to the architect for inclusion in the project's bidding documents.
 - b. Provide an AutoCad drawing file of the site plans to the architect for transmission to potential bidders if desired.
 - c. Attend the pre-construction conference.
 - d. Respond to questions from bidders.
5. Construction & Closeout Phase
- a. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
 - b. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 18 months of construction is assumed for this project with approximately 22 visits by CLH during that time. (We will not charge for any meetings resulting from errors or omissions on our part).
 - c. Attend Pre-Final and Final SCO Inspection meetings on-site at the completion of construction.
 - d. Review Contractor payment requests and provide recommendations.
 - e. Develop Record Drawings based on as-built survey provided by the contractor.

Scope of Additional Services

A1. Additional Service: Permitting

- a. Process, submit and track required site development permits and approvals consisting of the following and make revisions as required by reviewing authorities:
 - Site Plan & Construction Plan – City of Sanford
 - Water & Sewer Extension Permits – City of Sanford & NCDEQ
 - Erosion Control Permit by NCDEQ Land Quality Section
 - Driveway Permits - NCDOT

A2. Additional Service: Irrigation

- a. Provide irrigation design, specifications and details for the pedestrian entrance plaza.

A3. Additional Service: Early Site Construction Document Package

- a. Provide a separate Construction Drawings and Technical Specifications (similar to the deliverables listed in the above basic scope of services item Construction Document Phase) for an early bid package to be in addition to and separate from the overall Phase 1A construction documents.
- b. The early package documents will be some portion of the final Phase 1A construction documents (such as early grading, partial utilities, etc.). The exact extent of the early site improvements is to be determined.

- c. Following the early site package documents, a final Phase 1A set of site documents will also be developed for the remaining scope of site improvements to be constructed.
- d. This scope and fee assumes an accelerated design schedule to develop the early site package of documents will be required.

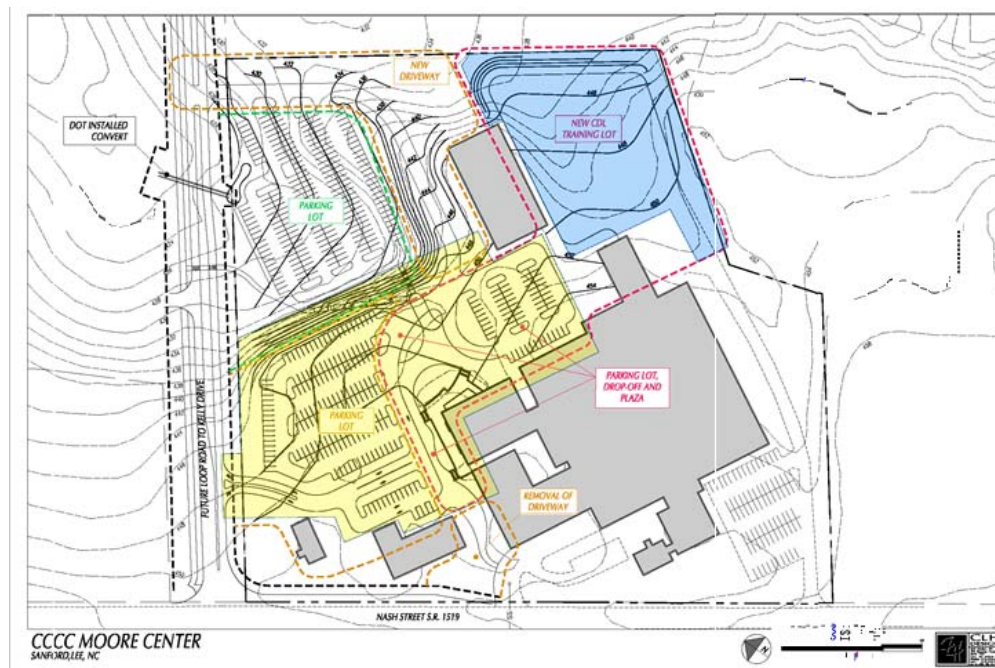
Existing Site Information

It is our understanding that a report of subsurface conditions (soil report) and a complete boundary, topographic and wetland delineation survey (as applicable) will be provided by the owner. The soil report will include site grading, compaction, and pavement design recommendations. The survey will be provided in AutoCAD format for use as a base map for design. In addition to all surface features, the site survey shall include the locations of all underground utilities.

Excluded Services

The following services, in addition to others indicated above, are excluded from the proposed Scope of Services:

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Air Quality Permitting ▪ Chilled Water, Hot Water, Gas, Fuel, Steam or Lighting Designs ▪ Construction Materials and Compaction Testing ▪ Easement Negotiations ▪ <u>Envir.</u> Assessments or Impact Statements ▪ Flood Studies ▪ Geotechnical Analysis ▪ Irrigation Design ▪ LEED or Green Globes Design ▪ Monumental Signage Detail Design ▪ Off-Site Utility Extension Design ▪ Off-Site Road Design | <ul style="list-style-type: none"> ▪ Public (Community) Meetings ▪ Public Road Improvements ▪ Rainwater Reuse Design ▪ Retaining/MSE Wall or Structural Design ▪ Special Use or Variance Applications ▪ Septic, Well or Pump Designs ▪ Stream Buffer/Wetland/Pond Impact Permitting ▪ Surveying/Easement Mapping & Exhibits ▪ Termite Control Design ▪ Traffic Control Plans or Traffic Studies ▪ Wetland and Stream Buffer Delineation ▪ <u>All</u> other services not specifically included or reasonably inferred from this proposal |
|---|---|





February 2, 2024

G. Taylor Hobbs III, AIA
Hobbs Architects, PA
159 West Salisbury Street
Pittsboro, NC 27312

Re: Central Carolina Community College Moore Center Renovation
LM Project No: LM23.156

Dear Taylor,

We are pleased to offer the following proposal for structural engineering services in connection with the planned development of the Moore Center (Phase 1A) at Central Carolina Community College in Sanford, North Carolina.

PROJECTSCOPE:

This proposal is based on a total construction cost of \$15 Million for Phase 1A. If this construction cost changes, we reserve the right to review and adjust our fee.

The scope of services for this project includes structural design and construction documents for the renovation to approximately 44,000 square feet of the existing Moore Center and an approximately 6,200 square feet lobby/canopy addition at the north-west corner of the building for this Phase 1A scope of work. The renovation scope is anticipated to include:

- Analysis of the existing concrete structure at the north-west corner of the existing building for modifications to the existing cast-in-place concrete walls comprising the lateral system of this original building. Any remediation studies and/or design required as part of this analysis is excluded from this proposal and can be provided under a separate agreement, upon request, as an additional service.
- Reinforcing new openings in the existing cast-in-place concrete walls.
- One new stand-alone exterior concrete stair near the existing loading dock.
- Addition of a new main entrance connected to the north-west corner of the existing building constructed of structural steel and metal roof deck, in addition to a raised patio area with retaining

Raleigh HQ
301 N. West Street
Suite 105
Raleigh, NC
27603
P: 919.782.1833

Charlotte
1701 N. Graham Street
Suite 103
Charlotte, NC
28206
P: 919.782.1833

Greensboro
125 S. Elm Street
Suite 205
Greensboro, NC
27401
P: 336.339.1202

Norfolk
400 Granby Street
Suite 401
Norfolk, VA
23510
P: 757.671.8626

Richmond
1519 Summit Ave
Suite 101
Richmond, VA
23230
P: 804.346.3935

www.lynchmykins.com

walls. Exposed, exterior columns and roof canopy with a lobby vestibule are anticipated.

- Up to 4 details to infill existing openings in existing structure.
- Attachment details to the existing structure for new exterior screen structure. Exterior screen structure is anticipated to be supported at grade and braced to the existing structures.
- Work within the pre-engineered outbuilding is outside the structural scope.
- Sitework beyond the patio area is outside the structural scope.
- Scope does not include any other structural scope not included above.

It is understood that all of the existing building drawings are not available, and a site survey will be required to fully document the existing structural conditions. We anticipate that the scope of work will be determined prior to our survey, and we will only be surveying areas affected by the proposed renovations, not the entirety of the structure.

ASSUMPTIONS:

- Foundations are assumed to consist of shallow foundations with a seismic site class D or better.
- Lynch Mykins will provide a Level of Development 300 BIM model as described in 2015 BimForum Level of Development Specification. In this level of development, only primary structural elements will be provided in the model. Secondary elements such as braces, kickers, joist bridging, base plates, gusset plates, connection angles etc. will not be modeled. Also, stair stringers, treads, risers and stair intermediate landing framing will not be modeled. All elements whose final design will be provided by others are modeled for graphical purposes only. These include, but are not limited to, steel joists, prefabricated wood trusses, precast double tees etc. Critical interactions with these elements will not be possible until they are designed during the construction phase.
- Existing structural elements which are not required for completion of the Structural Construction Documents will not be modeled. Critical interactions with these elements will not be possible by utilizing the structural Revit model only. All existing primary structural elements can be modeled under a separate agreement, upon request, as an additional service.
- It is anticipated that the structural BIM model will not be started until the floor plan has been solidified, and no major adjustments to the column grid will be required. We anticipate this to be at the start of the Design Development phase.

- We understand the total design phase will last no longer than 16 months from the start of our involvement to issuance of the construction documents. During this time, we anticipate attending up to 1 virtual meeting a month.

DESIGNPHASEDELIVERABLES:

- Schematic Design will include a written narrative detailing anticipated structural system, design criteria, anticipated codes and standards, and any special considerations for pricing.
- Design Development will include drawings developed to approximately 35% completion, including general notes, plans showing primary structural elements with dimensions, elevations of lateral resistance elements if applicable, and representative typical details.
- Construction Documents will include all necessary information required to permit and construct the structure including all notes, plans, details, elevations, and sections.

BIDPHASE

- Provide structural addenda and clarifications.

CONSTRUCTIONADMINISTRATIONPHASESERVICES:

- Maximum of 2 reviews of shop drawings and submittals for items specified in the structural drawings and specifications.
- RFI responses to structural items.
- Up to 36 site visits and field reports during construction, this is based on providing site visits weekly during the extent of major structural construction which is anticipated at 9 months. Additional site visits can be provided upon written request and will be billed hourly at our current hourly rates plus travel expenses.
- Attending monthly OAC meetings for length of primary structural construction anticipated at 9 months.
- Attendance at preconstruction meetings for primary structural items.
- Record Documents provided at the close of construction. We assume the contractor will provide markups to utilize in the development of our as-builts.

EXCLUSIONS:

- Construction cost estimating
- Design of any structure outside of the main building footprint such as site walls, features, retaining walls, planters, exterior ramps, flag and light pole foundations, pools, fountains.
- Any services for Special Inspections except preparation of the Statement and Schedule of Special Inspections. *Special Inspections can be provided*

by Lynch Mykins Structural Engineers as an additional service, if requested.

- Demolition drawings. *Demolition drawings can be provided by Lynch Mykins Structural Engineers as an additional service, if requested.*
- Any drawings for multiple or early structural packages, unless specifically included above.
- New construction will be sited such that it is not in a flood hazard area and design of flood protective works as defined in ASCE-24 will not be required.
- Structural design and construction documents for the following anticipated delegated design items:
 - Cold-formed metal framing
 - Stair systems
 - Structural steel connections
 - Precast concrete
 - Pre-engineered canopies
 - Curtainwall or storefront glazing systems
 - Pre-engineered metal building systems (PEMB)
 - Temporary shoring or excavation support systems
 - Prefabricated wood or metal trusses
 - Screen mesh material and connections
 - Signage and connections
 - Metal panel systems

For these items, Lynch Mykins will review or provide structural design criteria and review the structural portion of the shop drawings and structural calculations.



February 16, 2024

Ms. Chevon Moore, AIA, CDT
Hobbs Architects, PA
159 West Salisbury Street
Pittsboro, NC 27312

Reference: Moore Center Renovations Phase 1
Central Carolina Community College
Proposal for Professional MEP/FP Design Engineering Services

Dear Ms. Moore,

Dewberry Engineers Inc. (Dewberry) thanks you for the opportunity to present our proposal for professional engineering and technical services for the above referenced project. We are sincerely interested in this project and are confident that our capabilities and related experience uniquely qualify us to provide the necessary consulting services.

UNDERSTANDING OF PROJECT

Central Carolina Community College (CCCC) intends on renovating the Moore Center Building in Sanford, NC to be utilized for continuing education and curriculum education training programs. The existing main Moore Center Building is approximately 195,000 sq.ft.. This project will involve an approximately 28,000 sq.ft. portion of the overall main building. Hobbs Architects, PA has been awarded the project and Dewberry has the privilege to provide plumbing, fire protection, mechanical, and electrical engineering support. The total project budget is \$18 million and total construction cost is anticipated to be approximately \$15 million. We anticipate the MEP/FP construction cost to be approximately \$3.899 million.

The project will be submitted to Central Carolina Community College and the State Construction Office for review. We anticipate Schematic Design, Design Development, Construction Document, and Bid Document submissions. The project will be bid formally. The project will be permitted by the Town of Sanford inspections department. We anticipate a construction time frame of approximately 18 months, depending on lead times of equipment or building materials.

SCOPE OF BASIC SERVICES

Dewberry will provide construction documents for the following:

Fire Protection

Dewberry will provide construction drawings for the modification of the existing fire protection system in the main building. The existing 8" underground fire loop will remain and current riser locations around the perimeter of the building will be relocated to coordinate with the renovated space layouts. The existing sprinkler piping will be reutilized as much as possible. New sprinklers and sprinkler piping will be installed throughout the renovated spaces. The existing fire pumps appear to be appropriately sized for the facility, since the original building is manufacturing, and will not be modified.

Dewberry will provide performance fire protection drawings indicating general sprinkler head types, hazard occupancy classifications, and design densities. A detailed sprinkler design is not anticipated by Dewberry and will be provided by the successful Sprinkler Contractor during the shop drawing review phase of the project. Civil Engineer is anticipated to provide Dewberry a flow test during the design of the project or the data from the most recent fire pump flow test will be utilized.

The following tasks are anticipated for the fire protection design:

- ✓ Review of existing drawings to determine existing conditions in detail.
- ✓ Visit the project site to observe the existing conditions.
- ✓ Fire Protection Legend & Notes
- ✓ Fire Protection Floor Plans
- ✓ Fire Protection Details
- ✓ Fire Protection Specifications
- ✓ Response to College & SCO comments

Plumbing

Dewberry will provide construction drawings for the modification of the existing plumbing system for the building in the main building. The existing underground storm sewer piping is anticipated to be reused. A new sanitary sewer service is anticipated to be installed from the renovated area to the nearest existing sanitary manhole on site. The existing domestic water service and piping is anticipated to be reused. New plumbing fixtures will be provided throughout the renovated space. New branch sanitary and domestic water piping will be routed from the new fixtures and connect back to the existing sanitary and domestic water piping. Domestic hot water will be generated by new electric water heaters throughout the space. New central welding gas storage is anticipated to be on the exterior of the building and piped to the stations in the welding lab. Up to three (3) welding gases are anticipated.

The following tasks are anticipated for the plumbing design:

- ✓ Review of existing drawings to determine existing conditions in detail.
- ✓ Visit the project site to observe the existing conditions.
- ✓ Plumbing Legend & Notes
- ✓ Plumbing Demolition Floor Plans
- ✓ Plumbing Floor Plan - Waste
- ✓ Plumbing Floor Plan – Water
- ✓ Plumbing Floor Plan - Gas
- ✓ Plumbing Roof Plan
- ✓ Plumbing Riser Diagrams
- ✓ Plumbing Details
- ✓ Plumbing Specifications
- ✓ Plumbing Calculations
- ✓ Response to College & SCO comments

Mechanical

Dewberry will provide construction drawings for the modification of the mechanical system for the building. CCCC has indicated a desire to phase out the chilled water cooling system of the building, but

continue to use the boilers for hot water heating. Dewberry will design Phase 1 of the Main Building to utilize variable air volume (VAV), packaged roof top units with Direct Expansion (Dx) cooling and VAV terminal units with hot water heat. The exact number of units and VAV boxes will be determined during the design phase of the project. A separate unit will be provided to serve the "Temporary HVAC Lab Area" due the amount of ventilation air that will be required for the welding booths. The existing chilled water system shall remain in operation as is to serve the remaining portion of the existing building. The existing hot water system will be modified to variable speed for improved energy efficiency and partially load operations. The existing HVAC systems serving the space to be renovated will be removed. General exhaust will be provided in toilet and storage areas. New DDC controls will be provided for the new system, with the ability to expand as more of the building is renovated in the future.

The following tasks are anticipated for the mechanical design:

- Review of existing drawings to determine existing conditions in detail.
- Visit the project site to observe the existing conditions.
- Building Heat Load Calculations
- Life Cycle Cost Analysis of HVAC System
- Mechanical Legend & Notes
- Mechanical Demolition Floor Plans
- Mechanical Floor Plans
- Mechanical Enlarged Plans
- Mechanical Roof Plan
- Control Schematics
- Sequences of Operation
- Mechanical Details
- Mechanical Specifications
- Response to College & SCO comments

Electrical

Dewberry will provide construction drawings for the new electrical system for the building. The existing electrical service will be modified and the renovated facility will have a new pad mounted utility owned 480Y/277V transformer and switchboard. The exist unit sub-stations will be removed by Duke Energy. A new 480/277V electrical distribution system will be provided consisting of distribution panels, dry-type step down transformers, and 208/120V branch circuit panels located throughout the renovated space. Existing switchboards currently feeding existing equipment to remain will be back fed from the new switchboard. New branch circuiting will be provided to serve the renovated space. No emergency generator is anticipated for the project.

New lighting will be provided for the renovated spaces and will be code complaint with automatic controls. All lighting will be 277v and designed to accepted Illuminating Engineering Society (IES) standards. Lighting in all areas will be LED. In some areas of the building, indirect lighting will be provided where appropriate. All mechanical spaces will be provided with industrial general-purpose LED lighting. New exterior building lighting, where provided, will be LED. Any sidewalk pathway lighting required will be LED and provided with battery back-up where required for egress to the public way.

Ms. Chevon Moore, AIA, CDT
Central Carolina Community College
Moore Center Renovation Phase 1
February 16, 2024

All new exterior site parking lot/driveway lighting is anticipated to be utility provided and owned. Dewberry will coordinate with Duke Energy, along with CLH Design (civil engineer), on obtaining site lighting information and any underground conduit sleeves required.

It is anticipated the existing fire alarm panel will be reused to serve the renovated area. New devices and wiring will be provided in the renovated spaces and connected back to the existing panel. It is recommended that the existing fire alarm panel be replaced in the future when additional funding is available.

New telecom data cabling, patch panels, data jacks, and terminations will be provided to serve the renovated area. The new data cabling will terminate in the existing main MDF room or branch IDF rooms, if needed. All horizontal data and voice cabling will comply with the Category 6 standards of EIA/TIA-568-A.

The following tasks are anticipated for the electrical design:

- ✓ Electrical Legend & Notes
- ✓ Electrical Site Plan
- ✓ Electrical Demolition Floor Plans
- ✓ Electrical Floor Plan – Power
- ✓ Electrical Floor Plan – Lighting
- ✓ Electrical Floor Plan – Special Systems
- ✓ Electrical Roof Plan
- ✓ Lighting Fixture Schedule & Details
- ✓ Panel Schedules
- ✓ Power Riser Diagrams
- ✓ Special System Riser Diagrams
- ✓ Electrical Details
- ✓ Electrical Specifications
- ✓ Electrical Calculations

Bidding Support

Dewberry will provide support to Hobbs during the bidding phase of the project including assisting in responses to questions, assist in preparation of addendums, and attendance of the pre-bid meeting.

Construction Administration Support

Dewberry will provide limited construction administration services for the project. We anticipate the construction time frame to be approximately eighteen (18) months. We will provide construction administration duties including attendance at a pre-construction meeting to discuss the details of the project scope with the Contractor, review of pay applications, review of change orders, review and responses to RFI's, coordination of the project schedule, pre-final inspection, and final inspection. Dewberry will visit the project site once every 2 weeks during the time our work is under construction. Some time frames will have more frequent visits than others. A site visit report will be issued for all site visits.

Closeout

Dewberry will provide the review of final closeout documentation (final pay application, affidavits, warranty letter, etc.), review of building system O&M Manuals and generate Record Documents based on contractor provided changes. Record documents will be provided in .pdf and .dwg format. It is assumed the contractor changes will be minimal.

BIM/Revit Modeling

Dewberry will produce this project in Autodesk Revit per AIA Document E202-2008 in accordance with the following:

1. Our fee proposal is based on the creation of a mutually agreed upon BIM Execution Plan between Dewberry and Hobbs Architects.
2. A detailed BIM Execution Plan will be developed during the Schematic Design Phase of the project before any design work is initiated.
3. Generally speaking, our approach to an Autodesk Revit project will be:
 - a. We produce a Level of Development (LOD) 100 & 200 model for Design Development and an LOD 300 model for Construction Documents.
 - b. The model will not contain any detail that typically would not appear on a paper design document. We are not opposed to including the model as part of the deliverable, but it is not intended for nor can it be used for construction purposes.
 - c. We intend to update the BIM model on a mutually agreeable schedule that is to be defined in the BIM Execution Plan. Minimal updates or revisions to the BIM model are expected. Should updates become excessive resulting in increased effort/cost then requests for additional services may be warranted.
 - d. A collaborative effort should be made to determine the ownership of shared elements in the Revit world. This helps to reduce duplicate elements, maintain graphic consistency, and promote a holistic understanding of the model.

SCOPE OF SUPPLEMENTAL SERVICES

Dewberry will provide construction documents for the following:

Electronic Security System Design

The renovated area will be provided with a new intrusion detection system, with the ability to expand as more of the building is renovated in the future. The preferred manufacturer will be determined during the design phase of the project. Motion detectors will be provided in the corridors, classroom, ground level exterior rooms and other areas identified by CCCC during the design process. The security panel will be located in the main telecommunications room and any preferred keypads will be located at the building entrances.

The existing card access system will be extended to serve the renovated area. The exact location and number of doors will be identified during the design process.

A new closed-circuit television system (CCTV) will be provided for the renovated area, with the ability to expand as more of the building is renovated in the future. CCTV cameras will be IP based and will operate over the Local Area Network. The actual cameras and head end equipment will be provided by

Ms. Chevon Moore, AIA, CDT
Central Carolina Community College
Moore Center Renovation Phase 1
February 16, 2024

CCCC. Category 6 data cables will be included in the construction contract and routed from each camera location and be terminated in the MDF or nearest IDF room. It is anticipated the cameras will be terminated on a separate patch panel. The exact number and location of cameras will be determined during the design phase.

EXCLUSIONS:

The following items are excluded:

1. Major changes to building floor plan after DD phase.
2. High pile storage.
3. Parking lot or driveway entrance lighting design/photometrics. Site lighting, including photometrics, is anticipated to be provided by utility.
4. Any permitting/plan review fees. All fees will be paid by owner.
5. Special inspection services.
6. Structural design services.
7. Emergency or Standby Generator design.
8. Cost estimation services. Cost estimate is anticipated by 3rd party as part of the team.
9. Commissioning services. Commissioning support is anticipated to be generating a commissioning spec, attendance at a commissioning kick-off meeting, and providing responses to CxA comments. Commissioning is anticipated to be provided by a 3rd party either contracted directly with the Owner or as part of the construction contract.
10. Utility primary (medium voltage) design. It is anticipated the utility will provide this design.
11. Metering of existing panelboards is excluded for load verification.
12. Lightning protection design.
13. Fire Flow Testing. Flow test or most recent fire pump test is anticipated to be provided to Dewberry.
14. LEED certification or documentation. Design includes sustainability and energy efficiency, but certification is not anticipated.
15. Arch Flash Study. Coordination/Arc Flash Study will be provided by successful Contractor once electrical equipment manufacturer has been selected.
16. Audio/Visual Systems. This is anticipated to be provided by a 3rd party consultant as part of the design team, if needed.
17. Design of Bi-Direction Amplification or Distributed Antenna Systems.
18. Generation of early package documentation. This effort can be determined if early packages are determined to be needed.

ADDITIONAL SERVICES:

Any item not contained in the Scope of Services or items outlined as Exclusions will be deemed as Additional Services. Additional Services will be provided if requested by Client as a Design Amendment.