WAKE COUNTY
NORTH CAROLINA

Facilities Design and Construction

REQUEST FOR QUALIFICATIONS (RFQ)

HAZARDOUS MATERIALS TESTING, DESIGN & MONITORING SERVICES
FOR
WAKE COUNTY PROJECTS

RFQ #26-093

October 7, 2026



REQUEST FOR QUALIFICATIONS FOR WAKE COUNTY

HAZARDOUS MATERIALS TESTING, DESIGN & MONITORING SERVICES

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I. Project

Services for Industrial Hygienist and Hazardous Materials Consulting for Wake County projects and early planning assessments.

II. Project Summary

Wake County owns and maintains buildings throughout the County which house its various service programs, partnership programs, departments and employees. To sustain these services, master plans are created to forecast facility needs which are updated annually in the Capital Improvement Program (CIP). Some of the County's existing facilities were constructed in an era when materials such as asbestos and lead paint were commonly used. Other conditions such as moisture infiltration may introduce new problems over time such as mold growth. The services of an industrial hygienist are needed to identify, develop and implement plans for assessing and safely removing hazardous materials.

Projects may vary in size from a portion of one floor to an entire multistory building. An architect or engineer will complete a conceptual design to better define the scope of work prior to an industrial hygienist being involved. Communication and coordination between the architect/engineer and the industrial hygienist will be very important. Additionally, prior to acquiring an existing property, the County may render the services of an industrial hygienist to investigate the presence of hazardous materials and provide recommendations for remediation.

III. Project Budget

The budget for each project will be determined at a future time and conveyed to the architect/engineer and industrial hygiene firm, prior to initiating work on the project.

IV. Request

Wake County Government hereby requests proposal packages from North Carolina (NC) Certified Industrial Hygienist consulting firms to provide hazardous material testing/monitoring and prepare contract documents on various renovation projects on an as-needed basis. The Industrial Hygienist shall assure compliance with federal, state and local rules. They will also administer the abatement contract and verify the work is in compliance with the Contract Documents for the duration of the project. A base contract will be negotiated with the firm(s) determined to be most qualified. An Amendment will subsequently be negotiated for each specific project. The project Amendment will define the scope of services, schedule, construction budget and professional fees.

Anticipated services include the following:

- Consult with the architect/engineer to determine the scope of work.

- Provide building assessments and inventory of construction materials
- Take bulk samples of suspect materials in non-destructive manner for purpose of testing
- Test material samples using certified labs following national standards
- Prepare reports on findings and suggest remediation methods
- Provide demolition and abatement bidding documents
- Provide cost estimating
- Provide bid phase assistance
- Obtain approvals from governmental agencies having jurisdiction
- Provide air monitoring services as required by OSHA and Owner
- Construction administration and periodic inspections
- Project close-out assistance
- Due diligence investigations as needed when Wake County considers purchasing a property
- All other services customarily furnished by a consultant on similar projects and in accordance with the terms and conditions of the Standard County Agreement for Professional Services

V. Consultant Qualifications

The Industrial Hygienist firm(s) and staff proposed to be assigned on this project must be qualified and have extensive experience in all aspects of hazardous materials testing and remediation on similar public facilities to include: 1) extensive knowledge of the regulations governing the testing, design, bidding and abatement of such facilities in the State of North Carolina, 2) a proven capability to effectively and efficiently manage projects of this complexity that produce a safe working environment meeting the needs and goals outlined by Wake County and 3) must have the proven capability to effectively work with a project team in development and implementation of a construction quality control program.

VI. Project Durations

The schedules will be determined based on a schedule prepared by the architect/engineer, with input from the industrial hygienist, and approved by Wake County. Due to the nature of this work, the consultant may have limited access to the project area during business hours. Most abatement work will be performed after business hours in order to maintain occupancy of buildings during the abatement process.

VII. Proposal Submission Requirements

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. Pages shall be numbered. The package submitted **shall not exceed twenty (20) pages single-sided, or ten (10) pages double-sided** (front/back covers, Table of Contents and Tab pages are excluded from the total page count).

A thumb drive with a digital copy of the submission in PDF format shall also be provided and accompany the hard copies when submitted

Complete responses to each of the following sections are required.

A. Organization of Consultant Team

1. **Letter of Interest** identifying all firms proposed for the consulting team, including the organizational and contractual relationship between the principal firm and labs. Discuss the role and workload/availability of each consulting team member who will be assigned to the Project

2. **Team Organization Chart** showing all firms proposed for the consulting team and the relationships between the principal firm and labs.

3. **Resumes** of key personnel. Resumes may be consolidated to highlight the most relevant experience applicable.

4. **Summary of at least five (5) comparable projects** for which the consultant was responsible. Each of the project summaries shall include the following:

    a. Description of project, including size, scope, budget, and year completed
    b. Description of services rendered by Industrial Hygienist.
    c. Associate labs involved and their assigned responsibilities.
    d. Key staff involved, along with their assigned responsibilities.
    e. Project references including names, addresses, telephone numbers and Web address (if available)

5. **Other relevant information** which the Industrial Hygiene consultants believe demonstrates their qualifications for the project.

B. Testing/Design Approach

1. Describe the process by which you will assess potential hazards.

2. Describe the process by which you will inventory and document existing materials.

3. Describe your approach to projects to assure the quality requirements are satisfactorily addressed for a typical demolition and abatement project.

4. Describe your team's approach and consideration to safety of building personnel in the design process.

5. Explain how your team will effectively estimate and monitor the project costs.

6. Describe in detail steps which will be taken by your team to guard the Owner against defects, deficiencies, and safety problems in the work of the contractors during the construction phase.

7. Explain why you believe your team is the most qualified firm to provide the requested services for this Project.

C. Consultant Professional Fees

1. Provide hourly rates, unit laboratory testing costs, unit prices and any other billable costs for each service anticipated by the Consultant.

VIII. Selection Process

The Wake County Board of Commissioners has established a policy[1] to be followed in selecting design consultants. This policy is for the purpose of insuring that the design consultants are selected in a fair and uniform manner and have appropriate qualifications and experience for the project.

A Selection Committee will be assembled, comprised of County staff and the selection process will be conducted in accordance with the requirements of N.C.G.S. 143-64.31. Upon receipt of proposals from respondents, the Selection Committee members will review the proposals in detail and identify ("short list") those firms that appear to be most qualified to provide services for the project. Separate presentations and interview sessions will then be scheduled with the "short-listed" firms to allow the Selection Committee to further evaluate each firm's qualifications and proposal.

After interviews, the Selection Committee will make their selection and provide written recommendations to the Department Director for approval. Following the Director's approval, the Facilities Design & Construction office will be negotiating terms, conditions and fees of an agreement with each selected firm. In the event negotiations of specific contract terms and conditions prove unsuccessful with a selected firm, the Selection Committee will select another firm with which to begin contract negotiations.

IX. Evaluation Criteria

The following criteria will be the basis on which consultants will be selected for further consideration, relative to this Request for Qualifications. The order listed below does not indicate specific priority, rank or relative importance as the Selection Committee will establish the relative importance and listing of the final evaluation criteria:

- Qualifications and experience of members of the firm
- Proposed approach for projects of this type
- Past performance of the principal firm, any associate labs, and their employees on similar projects.
- Recent experience with cost control and maintaining project schedules.
- Current workload.

[1] https://www.wake.gov/departments-government/facilities-design-construction/conducting-business

- Proximity to and familiarity with Wake County area and standards
- Proven ability of the consultant to successfully administer the construction phase of publicly funded projects.
- Consultants proposed rates for services.
- Other factors that may be appropriate for the project.

X. Selection Process Schedule

Distribute & Advertise RFQ	October 7, 2026
Deadline for Respondent Questions	October 23, 2026
FD&C Response to Questions	October 28, 2026
RFQ Submissions Due	2:00 PM, November 6, 2026
Selection Committee Reviews RFQ's	November 20, 2026
Notify Short Listed Firms for Interviews	November 23, 2026
Interview Short Listed Firms	December 3, 2026
Notify Firms Selected & Issue Contracts	December 18, 2026

XI. Submission of Proposals

Five (5) complete packages must be received at the following address **by 2:00 p.m. on Friday, November 6, 2026** at the following location:

County of Wake
Facilities Design &Construction
336 S. Fayetteville Street, Suite 1100
Raleigh, North Carolina 27601
OR
PO Box 550
Raleigh, North Carolina 27602
Attention: Kelsey Graff, AIA
kelsey.graff@wake.gov
Project Manager

XII. Professional Services Agreement

The County's Standard Form of contract for Industrial Hygienist Services will be used. A copy is attached for your review.

XIII. General Comments

1. Any cost incurred by respondents in preparing or submitting a proposal for the Project shall be the respondents' sole responsibility. The County is not responsible for and will not pay any costs associated with the preparation, submittal or presentation / interview of any Response.

2. All responses, inquiries or correspondence relating to this RFQ will become the property of Wake County when received (subject to Section XIV-Confidentiality noted below.) It is the Respondent's responsibility for submitting and marking confidential information appropriately in the manner required by North Carolina law for any such materials to be held as confidential to the extent permitted by state law.

3. Respondents are requested to refrain from contact with the Pre-selection Committee members. Any questions regarding the RFQ should be directed in writing to the Wake County Facilities Design & Construction Office's Project Manager noted. If a question of general concern is asked by any firm with regard to this RFQ, a copy of the written response will be sent to all firms.

4. The Selection Committee intends to select a minimum of two (2) and a maximum of three (3) Industrial Hygienist Consulting Teams to provide professional services for Wake County Facilities Design & Construction projects.

5. Please refer to the following website location for a copy of the Request for Qualifications and Proposal and any other related information. If a question of general concern is asked by any firm, an addendum will be issued to include a copy of the written response.
   http://www.wakegov.com/bids/notices.htm

6. Below is a list of electronic files that can be accessed on the Wake County web site:
   Facilities Design & Construction Guidelines & Standards
   https://www.wake.gov/departments-government/facilities-design-construction/facilities-design-construction-guidelines-standards

7. Wake County has sole discretion and reserves the right to reject any and all responses received with respect to this Request for Qualifications and Proposal and to cancel the process at any time prior to entering into a formal agreement. The County reserves the right to request additional information or clarification of information provided in the response without changing the terms of the Request for Qualifications and Proposal.

XIV. Confidentiality of Documents

In general, documents that are submitted as part of the response to this Request for Qualifications and Proposal will become public records and will be subject to public disclosure. North Carolina General Statutes Section 132-1.2 and 66-152 provide a method for protecting some documents from public disclosure. If the engineering consultant firm follows the procedures prescribed by those statutes and designates a document "confidential" or "trade secret", the County will withhold the document from public disclosure to the extent that it is entitled or required to do so by applicable law.

END OF SECTION

Attachment 1: Sample Professional Services Agreement for Industrial Hygienist

(SAMPLE) AGREEMENT FOR TECHNICAL SERVICES

FOR

HAZARDOUS MATERIALS TESTING, DESIGN AND MONITORING SERVICES

This Agreement, made as of the ____ day of_____20 by and between the County of Wake (hereinafter, the "Owner") and_____, a professional engineering firm with a partner or principal registered in North Carolina as a licensed professional engineer and NC Certified Industrial Hygienist with offices in North Carolina (hereinafter, the "CIH") for various projects located in Wake County, North Carolina, hereinafter referred to as the Project.

WITNESSETH:

That the Owner and CIH, for the consideration herein named, do hereby agree as follows:

ARTICLE 1

1.1 Scope of Work

1.1.1 This Agreement is for professional services to be rendered by the CIH to Owner with respect to a project known as Hazardous Testing, Design, and Monitoring on County-owned Buildings. The Project is located in Wake County, North Carolina. It is described more particularly in Attachment A.

1.1.2 By its execution of this Agreement, the CIH represents and agrees that it is qualified to and fully capable of performing and providing professional hazardous materials testing, design and monitoring services, and other services required or necessary under this Agreement in a fully competent, fully professional and timely manner, and that its Consultants are also fully capable of and fully competent to perform and provide the services that they will provide hereunder.

1.1.3 Time is of the essence of this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 4 hereof and in Attachment B to this Agreement, and such Additional Services as are designated in Article 5 of this Agreement or as may from time-to-time be agreed upon by the Owner and CIH by Amendment or Addendum to this Agreement. Compensation to the CIH for Basic Services under this Agreement shall be as set forth herein, and compensation for Additional Services shall be as set forth herein or in any Amendment or Addendum providing for them. All services performed by

the CIH not identified as Additional Services in Article 5 or in a written Amendment or Agreement entered into by the Owner and the CIH and providing for additional compensation for such additional services relating to the projects shall be deemed to be Basic Services, which are provided without additional compensation.

ARTICLE 2

2.1 Definitions

2.1.1 Additional Services - See Section 1.1.4 and Article 5.

2.1.2 Basic Services - See Article 4.

2.1.3 Certificate of Final Completion - See the General Conditions of Wake County's Standard Construction Agreement with contractors.

2.1.4 Compensation for Basic Services - See Section 7.1 and 7.2.

2.1.5 Consultants - See Section 3.3.1 and Attachment D

2.1.6 County Board of Commissioners - The Board of Commissioners of Wake County.

2.1.7 County Manager - The employee of Wake County bearing that title.

2.1.8 Director, Facilities Design & Construction - See Section 8.1.3. The Director, Facilities Design & Construction is the employee of Wake County bearing that title.

2.1.9 Milestone Dates - See Attachment C.

2.1.10 Project - All phases of the Project as described in Attachments B including but not limited to the investigation and reporting, construction document, bidding and contract award, construction and post-construction phases.

2.1.11 Reimbursable Expenses - See Section 7.5.

2.1.12 Total Project Cost - See Section 4.2.1

ARTICLE 3

RESPONSIBILITIES OF THE CIH

3.1 Services to be Provided

3.1.1 The CIH shall provide the Owner with professional hazardous materials testing, design and monitoring services as required to satisfactorily complete all phases of all assigned projects within the time limitations set forth herein and in accordance with the highest professional standards. All services of the CIH shall be provided in accordance with the terms and conditions of this Agreement.

- Inventory and documentation of existing space.
- Investigate project site for hazardous materials.
- Prepare a comprehensive report of hazardous materials.

- Preparation of Construction Documents.
- Obtaining approvals of governmental agencies having jurisdiction over the Project.
- Bidding phase assistance
- Construction Administration, monitoring, and periodic inspections.
- Cost Estimating
- Project close-out assistance
- Other services customarily furnished by a CIH and its consultants on similar projects.

The CIH shall provide such consistent with the high-quality professional services customarily furnished by a CIH and his consultants with respect to projects and activities similar to this project.

3.2. Standard of Care

3.2.1 The CIH and its Consultants shall exercise reasonable care and diligence in performing their services under this Agreement in accordance with generally accepted standards of practice for testing, design and monitoring for hazardous materials throughout the United States and in accordance with federal, state and local laws and regulations applicable to the performance of these services. The CIH shall serve as a representative of the Owner in accordance with the terms and conditions of this Agreement to guard the Owner against defects and deficiencies in the Work.

3.2.2 The CIH shall be responsible for all errors or omissions, in the drawings, specifications, and other documents prepared by the CIH or its Consultants. It shall be the responsibility of the CIH throughout the period of performance under this Agreement to use reasonable professional care and judgment to guard the Owner against defects and deficiencies in the Work.

3.2.3 The CIH shall correct at no additional cost to the Owner any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts, in the contract documents or other documents prepared by the CIH or its Consultants.

3.2.4 The CIH shall assure that all drawings, specifications and other documents prepared by him hereunder are in accordance with applicable laws, statutes, building codes and regulations and that all necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the design or construction activities of the Project.

3.2.5 The CIH and its Consultants shall perform all services in a timely manner in accordance with all schedules for the Project or required under the Agreement and in accordance with the Construction Register, as provided in the General Conditions of the Owner's contracts with the Contractors for the Project.

3.2.6 The CIH shall reimburse the Owner, as stipulated in 3.2.6.A and 3.2.6.B for costs,

damages and expenses, including attorney's fees, incurred by the Owner when such costs, damages and expenses are the result of any error, omission or delay of the CIH or its Consultants.

A. To the extent that the cost to the Owner for all errors, premium value of omissions or delays of the CIH is less than one-half of one percent (0.5%) of the Total Project Cost the CIH shall not be liable to the Owner for such costs.

B. If the aggregate cost to the Owner for such errors, premium value of omissions or delays of the CIH amounts to more than one-half of one percent (0.5%) of the Total Project Cost the CIH shall reimburse the Owner for all such costs in excess of said one-half of one percent (0.5%).

3.3 CIH's Consultants

3.3.1 The CIH's Consultants for the Project, along with their key project personnel, are listed in Attachment D to this Agreement. No changes in the consultants or key personnel indicated shall be permitted except with the prior written consent of the Owner.

3.3.2 All of the CIH's contracts with its Consultants shall be in writing and shall expressly provide that if this Agreement is terminated for any reason, the Owner may, at its sole option, take the assignment of the Consultants' contract with the CIH, that such assignment shall automatically take place upon notification in writing by the Owner to the Consultants and the Consultants shall continue to be bound by the contract after such assignment. A copy of each contract between the CIH and a Consultant shall be furnished to the Owner within seven (7) days of its execution.

ARTICLE 4

BASIC SERVICES

4.1 Basic Services

4.1.1 The CIH shall perform as Basic Services required for each work assignment as authorized and more specifically defined by each Amendment to this Agreement.

4.1.2 Generally those Basic Services will be include the work and services described herein.

4.1.3 The Owner shall have the right and option to require the CIH to prepare separate bid packages with no additional compensation due the CIH.

4.2 Project Cost Estimates

4.2.1 At times, the CIH shall develop an estimate of the total cost of projects (the "Total Project Cost"), including CIH's fees, testing lab fees, demolition, construction and abatement cost, costs of permit fees and appropriate contingencies. These costs shall be prepared and submitted to the Owner with supporting documents listing quantities, unit price, labor rates, man-hour estimates, overhead and profit.

4.2.2 These Total Project Cost estimates shall be prepared by utilizing current market cost data maintained by the CIH or its Consultant.

4.2.3 Total Project Cost estimates shall be prepared at a time appropriate to determining total cost for the Project.

4.2.4 When the Total Project Cost has been approved in writing by the Owner, it shall be used by the Owner as a basis for appropriating funds specifically for the Project. Once this Total Project Cost has been so approved by the Owner, the CIH shall be obligated, without additional compensation, to adjust the design of the Project to assure that it remains within the approved Total Project Cost.

4.2.5 Should bidding or negotiation with contractors produce prices which, when added to the other elements of the approved Total Project Cost, produce a cost that is in excess of the approved Total Project Cost, the CIH shall participate with the Owner in re-bidding, renegotiation and design adjustments to the extent such are necessary to obtain prices within the approved Total Project Cost. All activity of the CIH with respect to these matters shall constitute Basic Services and shall be performed by the CIH without additional compensation.

4.3. Project Conferences

4.3.1 For the duration of the development of the Project, the CIH and its Consultants shall meet periodically with the Owner. The minimum regularly scheduled meetings, which the CIH shall be required to attend, are listed below:

- Initial orientation meeting
- Progress meetings during the investigation and reporting, and design phases will be held every other week or as specified in each Amendment to this Agreement.
- Pre-Bid conferences
- Bid openings
- Pre-construction conferences
- Construction progress meetings a minimum of every other week or more frequent to be addressed on a project-by-project basis.
- Additional meetings as required to properly fulfill the requirements of this Agreement.

4.4 Construction Administration

4.4.1 As part of Basic Services, the CIH shall provide all of the administrative services described in the Owner's contracts with the Contractors for the Project. The CIH's responsibilities during construction are described in Article 10 of the General Conditions of the Contract for Construction.

ARTICLE 5

ADDITIONAL SERVICES

5.1 Additional Services to be provided by the CIH or its Consultants pursuant to this Agreement are:

5.1.1 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control and without the fault or negligence of the CIH.

5.1.2 Preparing supporting data and other services in connection with a significant Owner-initiated change order, but only if CIH can demonstrate that such services cause a direct increase in CIH's cost of rendering its Basic Services hereunder.

5.1.3 Preparing to serve or serving as an expert witness for the Owner in connection with arbitration or legal proceedings unless the subject matter of the proceedings includes matters arising out of or related to the CIH's or Consultant's performance of service with respect to the projects.

5.1.4 Providing professional services made necessary by the default of a Contractor.

5.1.5 Providing additional or extended services during the Construction Phase of a project made necessary by (a) defective work of the contractor(s); (b) prolongation of more than sixty (60) days, provided the prolongation is not due to the fault or negligence of the CIH, its employees, consultants or agents; or (c) default under the construction contract due to delinquency or insolvency.

5.1.6 Providing additional professional services requested by the Owner to address the concerns of occupants of County facilities regarding health concerns with hazardous materials.

5.1.7 Attending special public hearings for the Project, other than those listed herein, which are called by the County Board of Commissioners.

ARTICLE 6

DURATION OF CIH'S SERVICES

6.1 Scheduling of Services

6.1.1 Attachment C to this Agreement is the format for Key Milestone Listings which defines the sequence and timing of the CIH's professional services. Key Milestones Listings will be established jointly by the CIH and the Owner for each work assignment authorized by Amendment to this Agreement.

6.1.2 The CIH and shall schedule and perform their activities so as to meet the Milestone Dates developed for each project. No deviation by the CIH from the Key Milestone Listing shall be allowed without prior written approval by the Owner.

6.1.3 The CIH's schedule for the performance of its activities and the activities of its Consultants shall be reduced to writing and submitted to the Owner for review and approval. The CIH shall also prepare and submit to the Owner for review and approval a schedule of all known items of

information, approvals or decisions to be furnished or made by the Owner, including the dates by which the Owner shall have all information necessary from the CIH with respect to that item, approval or decision and the date by which the item of information, approval or decision should be communicated to the CIH. The Owner shall always have a reasonable time within which to provide such item of information, approval or decision and shall not have any responsibility for any delay occurring by reason of the Owner's being unable, through no fault of the Owner, to supply such item of information, approval or decision.

6.1.4 Should the Owner determine that the CIH is behind schedule, it may require the CIH to expedite and accelerate its efforts, including providing additional manpower and/or overtime, as necessary, to perform its services in accordance with the Project schedule at no additional cost to the Owner.

6.1.5 The commencement date for the CIH's Basic Services shall be the date of delivery to the CIH from the Owner of a fully executed original of this Agreement.

6.2 Adjustments to the Schedule

6.2.1 If the CIH's work on the Project is or will be delayed for more than sixty (60) days through no fault of the CIH, or if the Owner increases or decreases the scope or size of the Project by ten percent (10%) of currently estimated Total Project Cost, the CIH shall give prompt written notice to the Owner. Provided that such notice has been given, the CIH may request in writing an adjustment in the Project Schedule dates, which shall be granted by the Owner to the extent reasonable.

6.2.2 If the Project is delayed through no fault of the CIH Consultant, all specific dates noted in the Milestone Schedule that are affected by the delay will be adjusted by the number of calendar days of the delay. Notwithstanding the above, the CIH Consultant shall proactively identify and evaluate all circumstances which could adversely affect the timely completion of the Basic Services, and especially those related to regulatory waivers, exemptions, variances, or easements or right-of-way, which must be obtained from any Authority Having Jurisdiction (“AHJ”), administrative committee, body or agency in order to successfully complete the design and permitting, while minimizing risks to the Owner. The CIH Consultant shall promptly notify the Owner in writing of any such circumstances.

ARTICLE 7

CIH'S COMPENSATION

7.1 Compensation for Basic Services

7.1.1 Compensation for Basic Services shall include all compensation due the CIH from the

Owner for all services under this Agreement except for Additional Services and Reimbursable Expenses.

7.2 Breakdown of Compensation for Basic Services

7.2.1 The CIH's compensation for Basic Services shall be negotiated between the CIH and Owner based on mutually agreed scope of work for each work assignment. The compensation due the CIH shall be stipulated in an Amendment to this Agreement.

7.3 Payment for Basic Services Rendered

7.3.1 Payment to the CIH for Basic Services shall become due and payable monthly in proportion to satisfactory services performed and work accomplished. Payments will be made monthly by the Owner within 30 calendar days of receipt of an invoice which is in form and substance acceptable to the Owner. In the event the Owner finds any part or parts of all or any portion of an invoice presented by the CIH not to be acceptable, it shall identify to the CIH the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. No deductions shall be made from the CIH's fees for basic services except in accordance with this Agreement or to reimburse the Owner for costs or expenses incurred or anticipated to be incurred for which the CIH is liable.

7.3.2 If the Owner increases or decreases the scope of the Project by ten percent (10%) or more of the currently estimated Total Project Cost, the compensation for Basic Services shall be equitably adjusted.

7.4 Compensation for Additional Services

7.4.1 With respect to Additional Services performed by the CIH in accordance with Article 5 or any Addendum or Amendment to this Agreement, the CIH shall be compensated at the hourly rates shown in Attachment D to this Agreement, unless the Owner and the CIH otherwise agree in writing.

7.5 Reimbursable Expenses

7.5.1 Reimbursable expenses are in addition to the fees for Basic Services and Additional Services, and are for the following expenditures to the extent reasonable and actually incurred by the CIH, his employees, or his consultants with respect to the Project:

7.5.2 Actual expenditures for postage, reproductions, photography, and long distance telephone charges directly attributable to this Project.

7.5.3 The actual cost of reproduction of plans and specifications excluding documents for exclusive use by the CIH.

7.5.4 Neither the CIH nor its Consultants shall be entitled to any mark-up on actual expenses which are incurred.

7.6 Accounting Records

7.6.1 Accounting records of the CIH's compensation for Additional Services and

Reimbursable Expenses pertaining to the Project shall be maintained by the CIH and its Consultants in accordance with generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's representatives at mutually convenient times for a period of three (3) years after issuance of the Certificate of Final Completion for the Project.

ARTICLE 8

RESPONSIBILITIES OF THE OWNER

8.1 Cooperation and Coordination

8.1.1 The Owner shall meet with the CIH as necessary at mutually convenient times to provide information necessary to enable the CIH to develop a detailed written analysis and complete needs summary of the Project.

8.1.2 The Owner shall examine documents submitted by the CIH and shall make reasonable efforts to render decisions pertaining thereto no later than the dates specified in the schedule for such decisions described in Article 6.1.2.

8.1.3 The Owner's Director of Facilities Design & Construction, or his designated representative, shall act in the Owner's behalf and as its representative with respect to the Project and shall have the authority to render decisions and approve changes in the scope of the Project within guidelines

established by the County Manager and the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

8.2 Permits and Approvals

8.2.1 The Owner shall secure and pay for all necessary permits, licenses, approvals, easements, assessments, and charges required for the demolition, construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The CIH shall provide the Owner with a schedule of all required approvals and of the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project, prepare necessary application forms, present documents requiring approval by the Owner and submit documents with the Owner's approval to the appropriate approval agency.

ARTICLE 9

INSURANCE

9.1 General Requirements

9.1.1 The CIH shall purchase and maintain and shall cause each of its Consultants to purchase and maintain during the period of performance of this Agreement and for five years after issuance of a Certificate of Final Completion of the Project insurance for protection from claims under workers' or

workmen's compensation acts; Comprehensive General Liability Insurance (including broad form contractual liability and complete operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the CIH's or Consultants' employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the CIH or its agents, Consultants and employees.

9.1.2 The minimum insurance ratings for any company insuring the CIH shall be Best's A-. Should the ratings of any insurance carrier insuring the CIH fall below the minimum rating, the County may, at its option, require the CIH to purchase insurance from a company whose rating meets the minimum standard.

9.2 Limits of Coverage

9.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
• Worker's Compensation	Limits for Coverage A - Statutory State of N.C. Coverage B - Employers Liability $500,000 each accident and policy limit and disease each employee
• Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
• Automobile Liability	$1,000,000 Combined Single Limit
• Professional Liability:	$1,000,000 Each Occurrence $2,000,000 Aggregate

9.2.2 If any coverage is on a claims-made basis, CIH agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Designer shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

9.3 Proof of Coverage

9.3.1 Evidence of such insurance shall be furnished to the Owner. Copies or originals of correspondence, certificates or other items pertaining to insurance shall be sent to: Wake County Finance Department, Wake County Justice Center, Suite 2900, PO Box 550, Raleigh, NC 27602. Upon cancellation, non-renewal or reduction, the Designer shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

9.4 Indemnity

9.4.1 The CIH agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the CIH except to the extent same are caused by the negligence or willful misconduct of the Owner. It is the intent of this provision to require the CIH to indemnify the Owner to the fullest extent permitted under North Carolina law.

9.5 Owner's Insurance Option

9.5.1 At any time during the performance of this Agreement, the Owner may, at its sole option, provide for itself, for the CIH and for its Consultants any or all of the insurance coverage required under this Article.

9.5.2 If the Owner elects to provide such coverage it shall notify the CIH in writing and provide to the CIH such certificate or certificates of coverage as may be applicable.

9.5.3 If the Owner elects to provide such cover it shall be entitled to pro rata reduction in the fees for Basic Services equal to the cost of providing such coverage to the CIH and its Consultants.

ARTICLE 10

AMENDMENTS TO THE AGREEMENT

10.1 Changes in the CIH's Basic Services

10.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the Owner and the CIH. The CIH shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the Owner or a written notice from the Owner directing the CIH to proceed, whichever is earlier.

10.2 Owner Changes

102.1 The Owner may, without invalidating this Agreement, make written changes in the CIH's Basic Services or Additional Services of this Agreement by preparing and executing an Amendment to the Agreement. Within three (3) days of receipt of such an Amendment, the CIH shall notify the Owner in writing of any change contained therein that the CIH believes significantly increases or decreases the CIH's services with respect to the Project and request an adjustment in compensation with respect thereto. If the Amendment significantly increases or decreases the CIH's services, the CIH's compensation may be equitably adjusted.

ARTICLE 11

TERMINATION AND SUSPENSION

11.1 Termination for Convenience of the Owner

11.1.1 This Agreement may be terminated without cause by the Owner and for its convenience upon seven (7) days written notice to the CIH.

11.2 Other Termination

11.2.1 After seven (7) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

11.3 Compensation After Termination

11.3.1 In the event of termination for the convenience of the Owner, the CIH shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its compensation for Basic Services earned to date or of its unearned compensation for Basic Services, whichever is less, less any costs or expenses incurred or anticipated to be unearned by the Owner due to errors or omissions of the CIH.

11.3.2 In the event of termination by reason of a material breach of the Agreement by the Owner, the CIH shall be entitled to the same compensation as it would have received had the Owner terminated the Agreement for convenience, and the CIH expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

11.3.3 In the event of termination by reason of a material breach of the Agreement by the CIH, the CIH shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Owner due to errors or omissions of the CIH or by reason of the CIH's breach of this Agreement.

11.3.4 Should this Agreement be terminated, the CIH as provided under this Article 11, the Owner shall be granted, at no additional cost, ownership of all documents, drawings, and electronic data bases relating to the Project, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the CIH. The CIH shall turn over to the Owner within seven (7) days and in good unaltered condition reproducibles of all original drawings, specifications, documents, electronic data bases and materials. In the event of such termination, and should the Owner use such drawings for completion of the Project, the Owner shall indemnify and hold the CIH harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by the Owner, its Contractor(s), agents or employees in connection with Owner's use of such drawings, plans, specifications, renderings, models and other work provided as part of Basic Services and Additional Services. The CIH specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of CIH's Consultants. The Owner agrees that the CIH may retain one set of drawings for its records.

11.3.5 Should this Agreement be terminated, the Owner shall, nevertheless, have the right to require the CIH and/or its Consultants to perform such additional effort as may be necessary to providing professionally certified and sealed drawings and to delivering to the Owner such certified and sealed drawings with respect to any phase or item of the Project, for which effort the CIH shall be compensated in accordance with this Agreement.

11.4 Suspension

11.4.1 The Owner may order the CIH in writing to suspend, delay or interrupt all or any part of its Services on the Project for the convenience of Owner.

11.4.2 In the event the CIH believes that any suspension, delay or interruption of any or all of the Work on the Project, may require an extension of the duration of Basic Services or an increase in the level of staffing by CIH, it shall so notify the Owner and propose an amendment of the Key Milestone Listing for consideration of the Owner. Such amendment or extension shall be effective only upon the written approval of the Owner, which will not be withheld unreasonably. In the event the duration of Basic Services is extended or shortened or the level of staffing by the CIH is increased or decreased, the CIH's compensation for Basic Services may be equitably adjusted.

11.4.3 A suspension, delay or interruption of the Project shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of the CIH's services for a period exceeding ninety (90) days, the CIH's compensation for Basic Services may be equitably adjusted.

11.5 Waiver

11.5.1 The payment of any sums by the Owner under this Agreement or the failure of the Owner to require compliance by the CIH with any provisions of this Agreement or the waiver by the Owner of any breach of this Agreement shall not constitute a waiver of any claim for damages by the Owner for any breach of this Agreement or a waiver of any other required compliance with this Agreement by the CIH.

ARTICLE 12

ADDITIONAL PROVISIONS

12.1 Confidentiality

12.1.1 The CIH and its Consultants shall use their best efforts not to disclose or permit the disclosure of any confidential information relating to the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

12.2 Limitation and Assignment

12.2.1 The Owner and the CIH each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the Owner nor the CIH shall assign or transfer its interest in this Agreement without the written consent of the other.

12.3 Governing Law

12.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

12.4 Dispute Resolution

12.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

12.5 Extent of Agreement

12.5.1 This Agreement represents the entire and integrated agreement between the Owner and the CIH and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the CIH.

12.6 Severability

12.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

12.7 Ownership of Documents

12.7.1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the property of the Owner and may be used on any other project without additional compensation to the CIH. The use of the documents by the Owner or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the Owner or such person or entity.

12.8 List of Attachments

12.8.1 The following Attachments are incorporated herein and made a part of this Agreement by reference:

Attachment A - Consultant's Unit Rate Fee Schedule
Attachment B - Sample Amendment Form
Attachment C - Key Milestone Listing
Attachment D - Consultants and Key Personnel

12.9 E-Verify Compliance

12.9.1 To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all consultants, contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

12.10 Relationship of Parties

CIH is an independent contractor of the County. CIH represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the CIH will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither CIH nor any employee of the CIH shall be deemed an officer, employee or agent of the County.

12.11 No Waiver of Sovereign Immunity

Wake County and the CIH agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of

sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

12.12 Non-Appropriation

CIH recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the seven (7) day notice requirement set forth in Article 11. In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the seven (7) day notice requirement set forth in Article 11.

12.13 Iran Divestment and Divestment from Companies Boycotting Israel

12.13.1 By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than $1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

12.14 Anti-Discrimination

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance Title III, Section

34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

DESIGNER

By:_____

Title:_____

ATTEST:

By: _____

Title: _____

SEAL

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

_____

Finance Officer

This instrument has been reviewed by Wake County Facilities, Design & Construction.

_____

David Rutherford
Interim Director, Facilities Design & Construction

The person responsible for monitoring the contract performance requirements is_____.

_____ Department Head Initials