



February 7, 2022

Jackson County Manager  
401 Grindstaff Cove Rd, Suite A207  
Sylva, NC 28779

Attn: Mr. Don Adams  
County Manager  
[donadams@jacksonnc.org](mailto:donadams@jacksonnc.org)

**RE: CENTER FOR DOMESTIC PEACE**

Dear Mr. Adams,

Our team is pleased to present the proposal for the Center for Domestic Peace. This proposal is based upon the preliminary site layout that we have discussed and the budget that we prepared. The new building will serve as a location for domestic violence victims and will be approximately 7000 square feet. Your construction budget and construction contingency are approximately \$3.5 million.

**Schematic + Design Development phase**

Schematic Design and Design Development phases will refine the concept design and will include site plans, floor plans, exterior building elevations, schedules, building sections, wall sections, typical details, major engineering systems and building materials, outline specifications and other required documentation as further defined below. During this phase, Clark Nexsen will further refine and develop engineering services to include the design development of building and utility systems, architectural site layout, coordination with the Civil Engineer for detailed grading, on-site erosion control, on-site utilities, on-site paving, and on-site roadways / driveways. This design will be presented through drawings and outline specifications.

The Clark Nexsen team will organize, participate in, and complete the following activities and deliverables during the SD + DD phase to help facilitate and advance the overall design of the project:

- Finalize the building program and use.
- Attend monthly issue-oriented meetings with the Owner to coordinate the design documents.
- Clark Nexsen will prepare further developed floor plans, life safety plans, fire resistant construction plans, scaled architectural site plans, proposed exterior building elevations, proposed building sections, proposed roof plans, proposed wall sections, proposed reflected ceiling plans, building sections, enlarged details, room finish schedule and door schedule as appropriate to reflect the overall project development.



- The mechanical drawings will include the following: layout of mechanical rooms with equipment clearances, major HVAC equipment rooms and the basic layout of the heating, ventilating and air conditioning distribution system.
- The drawings will show source of water supply and waste disposal termination; water distribution and waste collection plan diagrams, including fixtures.
- The electrical drawings will include the following: basic electrical service equipment and its location to include the electrical power distribution components, primary service switches, transformers, generators, main switchgear, motor control centers, and the locations of the electrical and telecommunication rooms.
- Prepare an outline specification with brief descriptions of building systems and materials in CSI Master Format division and numbering.
- Provide a written response to the review comments prepared by the Owner.
- Estimate of the Cost of the Work

### **CONSTRUCTION DOCUMENTS**

Upon approval of the above submittal by the Owner, the Team will prepare the Final Design drawings and Master Spec formatted specifications, in accordance with the requirements set forth in the building codes, for use in construction of the project. This set of documents will also be used to obtain necessary approvals and permits from appropriate regulatory agencies having jurisdiction. We will submit a complete Final Design package to the Owner and all local and state jurisdictions for their review and approval.

The Clark Nexsen team will organize, participate in, and complete the following activities and deliverables during the Final Design phase to help facilitate and advance the overall design of the project:

- Participate in two (2) review meetings.
- The Final Design package will set forth, in detail, the requirements for the Project, including drawings and specifications. Clark Nexsen will work with Jackson County in generating these documents and the implementation of systems. The specifications will be developed in Master Spec Format and will meet the specific documentation requirements for the project.
- Prepare the Final Design submittal in accordance with the current editions of the adopted Building Code.
- Provide a written response to the review comments prepared by the Owner.
- Alternates will only be designed within the base budget. Add alternates that are designed above the basic budget described will be billed at an hourly rate or on an approved lump sum basis.

### **CONSTRUCTION CONTRACT PROCUREMENT**

We will assist Jackson County during the bidding process by preparing responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents for distribution to all prospective bidders in the form of addenda. Additionally, we will prepare advertisements, attend, and organize pre-bid conferences, open bids, and prepare contract in accordance with the Owner/Contractor agreement.

### **CONSTRUCTION CONTRACT ADMINISTRATION**

Clark Nexsen will monitor and review the quality and acceptability of construction in accordance with the requirements set forth in the contract documents. Our scope of services for this task includes:



- We will assist the contractor in arranging, attend, and participate in a pre-construction conference to include the contractor, subcontractors, the Owner, and consultants to review the requirements of the project and to coordinate activities for all construction.
- We will attend and participate in a regularly scheduled monthly Construction meetings, to be held at the job site and conducted by the contractor to affect coordination, cooperation, and assistance in maintaining progress of the project on schedule, and to complete the project within the contract time.
- We will visit the site at intervals appropriate to the stage of the contractor's operations, or as otherwise agreed by the Owner and the Architect. In general, we have based our fee on field observation by a representative from the team and no more than one visit per month. Included as part of our basic services is the preparation of a written report documenting field observations, field issues and conditions, items needing correction, and other similar issues normally associated with construction observation. This site visit shall be concurrent with the monthly meeting.
- Upon notification from the contractor that the project is complete, we will make a preliminary final inspection of the project to verify substantial completion and prepare a list of discrepancies (punch list) for the contractor. Upon notification by the contractor that the discrepancies have been completed, we shall perform a formal final inspection.
- We will review and certify the amounts due the contractor and approve Certificates for Payment in such amounts.
- We will review and approve or take other appropriate action regarding the submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Any proposed deviations by the contractor of materials, equipment, and systems within the submittals shall be annotated in a cover letter and shall be highlighted within the submittal. Clark Nexsen shall not be responsible for any deviations and substitutions not made apparent within the submittal or additional work that may be required to provide or install.
- We will respond to the contractor's requests within the following timeframes:
  - RFIs: Seven (7) calendar days.
  - Proposed Change Order Review: Fourteen (14) calendar days.
  - Product Submittals and Shop Drawings: Twenty-eight (28) calendar days. For certain submittals, such as Building Automation Controls, Load Bearing Steel and Coordination Drawings, additional review time may be required; these time frames will be listed specifically in the specifications for bid.
  - Payment Applications: Five (5) calendar days.
  - The above days exclude Federal holidays. The review duration of such documentation shall be considered starting the day following the day of receipt.
- Based on the current project schedule, we will provide contract administrative services for a maximum of 12 months.
- Design and Contract Administration Services beyond the following limits shall be provided as special services:
  - Up to two reviews of each Shop Drawing, Product Data item, sample, and similar submittal of the Contractor.
  - Up to two inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
  - Up to two observations for any portion of the Work to determine Substantial Completion.



**CLOSE OUT SERVICES**

- We will transmit one (1) set of approved Operations and Maintenance manuals to the owner as provided by the contractor.

**GENERAL PROJECT ADMINISTRATION SERVICES**

In general, project administration services include consultation with Jackson County, research of applicable design criteria, attendance at Project meetings, and communication with members of the Project team and issuing progress documentation. Also included is:

- Coordinating the services provided by Clark Nexsen and our consultants with those services provided by the Owner and the Owner's consultants. Clark Nexsen shall not be responsible for any information provided by the Owner's consultants.
- Preparing and periodically updating the design Project schedule that identifies milestone dates for decisions required of the Owner, design services furnished by Clark Nexsen, completion of documentation, and commencement of construction.
- Assisting the Owner in connection with their responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**SCHEDULE**

Clark Nexsen agrees to provide the above listed services according to the mutually agreed upon project schedule. This schedule is dependent on the approval of each submission by the Client and that such approvals are made in a timely manner so as not to delay the agreed upon schedule. Changes to such information and direction may cause delays in the completion of our services and require additional compensation and time. We agree to provide services in the most expeditious manner as is practical. The project services will begin upon receipt of written authorization from Owner to proceed and follow the schedule included as an appendix to the Owner's agreement. Generally speaking, we anticipate the following duration for each phase:

Programming	45 Days
Schematic Design	60 Days
Design Development	60 Days
Construction documents	90 Days
Bidding and contract preparations	30 Days
Construction	300 Days

**COMPENSATION**

Clark Nexsen agrees to provide basic professional services as outlined above in the Scope of Services and in conjunction with AIA Document B101-2017 For the purposes of the proposal, we have assumed that the construction value and contingency of the project is \$3,500,000. Our proposed fee is \$330,000.

**ADDITIONAL SERVICES**

Clark Nexsen reserves the right to request Additional Services for those services and expenses not identified above and elsewhere in this proposal including services that extend beyond the period of time listed in the schedule. Additional services will not be performed until authorized by a contract amendment.

## ASSUMPTIONS

Our fee proposal is based on the following assumptions:

- As noted above, the services needed to support the scope of work as defined and is reflective of our current understanding of the project. Should Owner elect to re-establish the program requirements for the project, Clark Nexsen may seek Additional Services and additional schedule time to re-investigate and re-establish the program.
- No liability is assumed for the work of consultants not under contract to Clark Nexsen or information provided by others used in the production of final documents or calculations.
- A full topographical survey of the entire project area shall be performed by a consultant to the Owner or billed as a reimbursable expense through the architect.
- The geotechnical investigations for the project site will be performed by a consultant to the Owner or billed as a reimbursable expense through the architect.
- Owner shall provide all equipment cut sheets and requirements necessary for the design team to include adequate utilities.

## EXCLUSIONS

The following items are excluded from the Scope of Services:

- Any design services for the Owner not related to the development of the project design as noted above.
- Design services related to any part of the project not located within the limits of the immediate project site, including extension of site utilities beyond the boundary.
- Full-time, on-site project representation during construction phase activities.
- Multiple bid packages.
- Phased turnover of the building
- Geotechnical Engineering services, unless as noted above.
- Survey services, unless as noted above.
- Environmental engineering
- Transportation engineering services or parking studies related to areas beyond the immediate project site.
- Economic Feasibility Studies.
- Traffic Impact Analysis.
- Design of off-site roadway improvements
- Environmental reports or Phase 1 analysis.
- Set-up and maintenance of a project web site.
- The solicitation and retention of consultants and sub-consultants as requested by Owner, except as outlined herein.
- Commissioning services.
- Modifications to Clark Nexsen formatted documents such as drawing file name, specification format, etc.
- All environmental impact and mitigation fees.
- Subsurface Utility Exploration.
- Solar Hot Water design, including panel sizing, optimization, placement, and verification of utilization.
- Photo-voltaic design.
- Provision of fire hydrant flow testing is excluded from this proposal and will be provided by the Owner.
- Development of project animations or videos.
- As built documentation of sub-surface infrastructure.



- Design services needed to support a phased move-in.
- Move management consulting services.
- Rezoning or any special use permitting required.
- Furniture design or furniture selections. Owner shall provide all FFE.
- Air Barrier and building envelope testing
- Evaluation of substitutions proposed by owner's consultants or contractors after the project has been awarded.
- Modifications to the existing church facilities or off-site utility improvements.
- Subdivision or recording of plats associated with creating an Owner's association.

We appreciate the opportunity to collaborate with Jackson County and we look forward to a successful project. Please review this proposal and contact us if you have any questions. We welcome your recommendations and will be happy to discuss any items in more detail.

Sincerely,

**CLARK NEXSEN**



Chadwick S Roberson, AIA, LEED AP BD+C  
Managing Principal

