

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** February 20, 2013

**SUBJECT:** **Agreements with Delta Three Inc. and Mission Critical Partners, Inc. Public Safety Answering Point (PSAP or 911 Center) Relocation Project**

**PRESENTER:** Marcus Jones, P. E.

**ATTACHMENTS:** Yes

1. Proposed Agreement Letter with Delta Three Inc. (Architects)
2. Proposed Agreement with Mission Critical Partners, Inc. (Project Management / Equipment Procurement)
3. Budget Amendment

#### **SUMMARY OF REQUEST:**

With the selection of Delta Three, Inc. (D3) as the most qualified responding Architect for the subject project during the Board's February 4, 2013 meeting, staff has negotiated a proposed agreement with D3 for \$55,000, see attached proposal letter. The scope of services is to perform the architectural services for the subject project.

Also during the meeting, the Board directed staff to negotiate an agreement with Mission Critical Partners, Inc (MCP). The agreement is attached with an associated fee of \$44,710. The scope of the agreement with MCP is to perform project management and equipment procurement. This work was not anticipated during the FY13 Budget process to occur during the architectural design phase. However as indicated during the February 4<sup>th</sup> meeting and determined during the Request for Qualifications process, it is important to undertake this work in conjunction with the Architectural Services. A budget amendment is attached to account for this this work occurring now instead of after the design phase.

**BOARD ACTION REQUESTED:** Authorize the County Engineer to execute the required documents for the agreements with Delta Three, Inc at \$55,000 and Mission Critical Partners, Inc. at \$44,710 and approve the associated budget amendment for \$50,000.

#### **Suggested Motion:**

I move that the Board authorize the County Engineer to execute the required documents for the agreements with Delta Three, Inc at \$55,000 and Mission Critical Partners, Inc. at \$44,710 and approve the associated budget amendment for \$50,000.



February 8, 2013

Mr. Marcus A. Jones, PE  
Director of Engineering  
Henderson County  
1 Historic Courthouse Square, Suite 6  
Hendersonville, NC 2879

Re: Henderson County PSAP Relocation

Dear Marcus,

Thank you for the opportunity to submit our fee proposal to you and Henderson County for Pre-construction Architectural and Engineering Services for the Henderson County PSAP Relocation in the existing Henderson County Law Enforcement Building.

Our scope of services is based on your RFQ request and the "GeoComm" summary of September, 2011 (see attached excerpt). Our services will be for programming and design through bidding of the project only. We do not include (CA) construction administration services for this proposal.

- We will develop Pre-Construction drawings for the relocation of the existing/new PSAP to the basement of the existing Henderson County Law Enforcement Building.

Our proposed fee for Pre-Construction professional services will be for the following addressed individually:

- Basic Services Fee (Included through bid of project)
- Additional Services Fee (optional)

**Basic Services Fee:**

Based on the GeoComm budget estimated project cost for the new PSAP Relocation approximately \$500,000.00 for the building renovations. Our Basic Services fee we propose for pre-construction professional services for the project is a lump sum fee in the amount of \$55,000.00. Should the actual construction cost exceed the estimated amount above, we would request that our above fee be increased based on the increased construction/bid cost difference. However the above fee is our minimum fee. Our fee includes the following services:

- Architectural Services through bidding.
- Mechanical/Plumbing Engineering Services through bidding.

- Electrical Engineering Services through bidding.

The above proposed fee would be divided into the four major phases of work development with the appropriate fee percentage for billing. Proposed as indicated below:

- Programming & Schematic Design 30% (this will be done in conjunction with Mission Critical Partners)
- Design Development 20%
- Construction Documents 45%
- Bidding 05%
- (Note: Construction Administration Services may be negotiated under a separate contract after bidding).

#### **Additional Services Fee:**

In addition to the fees described above, any Additional Service items which should be considered as additional allocated cost, not included in the above basic services are as follows:

- Site Surveying Fee (Exterior Site)
- Civil Engineering Fee (Exterior Sites)
- Landscape Architect Fee
- Structural Engineering Fee
- Interior Design/Furniture Planning Fee

Our proposed "Add Service" fees for professional services can be negotiated on additional lump sum fees or based on our current hourly rates as described below. Any additional services using our below listed hourly fees may be converted and modified between you and our firm based upon a mutually final fixed "Add Service" scope of work and such fee may become a negotiated fixed lump sum fee if you so choose. Our hourly rate compensation shall be computed as follows:

Principal Architect	\$150.00 / hr.
Architect Project Manager	\$125.00 / hr.
Project Architect	\$ 95.00 / hr.
Intern Design Architect	\$ 75.00 / hr.
Principal Engineer	\$ 135.00/hr.
Professional Engineer	\$125.00 / hr.
Project Engineer	\$ 95.00 / hr.
Design Engineer	\$ 75.00 / hr.
CAD Operator	\$ 55.00 / hr.
Clerical	\$ 45.00 / hr.

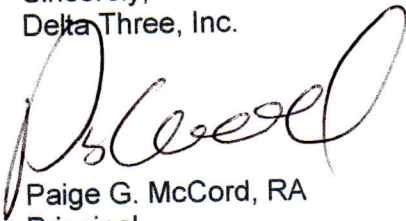
All reimbursable expenses will be billed at a rate of 1.1 times the actual expense and include, but are not limited to the following:

Long distance telephone calls  
Postage (to include express mail)  
Reproduction for copies and prints  
Supplies for presentation boards  
Equipment/Materials Inventory  
Transportation costs and subsistence for travel of personnel, lodging, and meals

The above summarizes our Fee Proposal. Our Architectural Services Contract will be between Henderson County and Delta Three, Inc. and shall be based on this Pre-Construction Fee Proposal as an attachment to a formal executed contract instrument. The formal contract instrument document will be the Standard AIA Document B101 2007 Standard Form of Agreement Between Owner and Architect which will be forwarded to you at a later date. We trust this Proposal is acceptable to you and look forward in continuing this most significant project with you.

Should you have any questions or concerns, please do not hesitate to call at your convenience.

Sincerely,  
Delta Three, Inc.



Paige G. McCord, RA  
Principal



# Henderson County Project, Additional Budget Items

## Appendix C – Henderson County Project, Additional Budget Items

The recommended room dimensions may be subject to modification based on the final architectural design and building restrictions. GeoComm has provided relationship concepts between spaces to maximize utilization of space; however, it is recognized that existing building design, including access to the roof can cause modifications based upon final formal decision-making. The room dimensions allow for well-ventilated, open space for technical support as well as expansion over time.

<b>Henderson County Relocation</b>			
<b>Expense Category</b>	<b>Cost Estimates</b>	<b>9-1-1 Board Share</b>	<b>County Share</b>
<b>Henderson County E9-1-1 Space Design/Construction</b>			
Architectural Services	\$55,000	-	\$55,000
Building Renovations	\$500,000	-	\$500,000
<b>Subtotal</b>	<b>\$555,000</b>	-	<b>\$555,000</b>
<b>Personnel Expense</b>			
Project Manager (1)	32 hours per week for 24 weeks at \$35 per hour	-	\$26,880
Staff Overtime	200 hours at \$25 per hour	-	\$5,000
<b>Subtotal</b>	<b>\$31,880</b>	-	<b>\$31,880</b>
<b>PSAP Equipment Replacement/Relocation and Redundant/Diverse Routing to PSAP</b>			
Diverse, Redundant 9-1-1 Trunks to Law Enforcement Center	\$20,000	\$20,000	-
Replacement of Components	\$1,082,200	\$957,000	\$125,200
<b>Subtotal</b>	<b>\$1,102,200</b>	<b>\$977,000</b>	<b>\$125,200</b>
<b>Grand Total</b>	<b>\$1,689,080</b>	<b>\$977,000</b>	<b>\$712,080</b>





## CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

HENDERSON COUNTY, NORTH CAROLINA

AND

MISSION CRITICAL PARTNERS, INC.

THIS AGREEMENT made as of the date written below by and between Henderson County, North Carolina, a government entity, hereinafter referred to as CLIENT, doing business at One Historic Courthouse Square, Suite 6, Hendersonville, North Carolina 28792, and Mission Critical Partners, Inc. hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

### RECITALS

Whereas, the CLIENT desires to employ PROVIDER to provide PSAP relocation/migration professional consulting services; and

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this agreement, and they are willing to perform these services; and

NOW, THEREFORE, CLIENT AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

### SECTION ONE—GENERAL

#### 1.1 Definitions

**Agreement or Contract.** Agreement or contract means this Agreement between CLIENT and PROVIDER for professional services, including those exhibits, schedules and attachments listed in this Agreement. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.





**Services.** Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.

**Additional Services.** Additional services are those services not set forth in Schedule A of this Agreement.

**Deliverables.** Deliverables are those items of work product that are to be delivered to CLIENT as listed in Schedule A of this Agreement.

**Direct Expenses.** Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

## **1.2 Purpose.**

The purpose(s) of this Agreement is to obtain consultant assistance for the relocation of the County's PSAP to the newly constructed Sheriff's facility. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof.

## **SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT**

### **2.1 Provider Responsibilities.**

PROVIDER shall have and perform the following duties, obligations and responsibilities to the CLIENT as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Services until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.



## **2.2 Client Responsibilities.**

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. Designated person is Marcus Jones, PE.
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, CLIENT will reimburse PROVIDER for the cost of any fees incurred.

## **SECTION THREE—BASIC SERVICES**

### **3.1 Basic Services.**

The CLIENT will pay PROVIDER for the Services in accordance with Section 6—Compensation.

## **SECTION FOUR—ADDITIONAL SERVICES**

### **4.1 Additional Services.**

Should the CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

**4.1.1** Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.





**4.1.2** Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the Additional Services.

## **SECTION FIVE—TIME OF PERFORMANCE**

**5.1 Notice to Proceed.** Upon execution of this Agreement by the CLIENT, the CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten business days of issuance of the Notice to Proceed, or at a mutually acceptable date.

**5.2 Time of Performance.** The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

**5.3 Timeline.** If Schedule A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both parties. It is expected that both parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

**5.4 Times for Rendering Services.** If, in Schedule A, specific periods of time for rendering Services, specific deadlines for Services to be completed are established, and if such periods of times or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such circumstances until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

**5.5 Excusable Delays.** PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.



Upon PROVIDER's request, the CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.

## SECTION SIX—COMPENSATION

**6.1** For and in consideration of the Services described in Schedule A of this Agreement, CLIENT agrees to pay PROVIDER a fixed sum of \$44, 710, including expenses.

### **6.2 Payment Provisions**

**6.2.1 Invoices.** At the close of each month during this Agreement, PROVIDER shall submit to CLIENT, a properly executed invoice showing Services rendered hereunder for the closed month. Each statement shall include the percentage of complete relevant to the contracted amount defined in Section 6.1. CLIENT shall review such statement and pay it within 30 days of receipt. Invoices shall be mailed to:

Client Name: Henderson County  
c/o Marcus Jones, Henderson County Engineering  
Address: One Historic Courthouse Square, Suite 6  
City, State, Zip: Hendersonville, NC 28792

**6.2.2 Unpaid invoices.** If CLIENT fails to make payment due to PROVIDER for Services and expenses within thirty days after receipt of invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said thirtieth day. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

**6.2.3 Credit Card Payments.** For the convenience of the CLIENT, Visa/MasterCard and Discover credit card payments are available. CLIENT will supply PROVIDER with a purchase order or similar authorization, and credit card information will be given to PROVIDER via telephone for processing through a web link.





## SECTION SEVEN—GENERAL CONSIDERATIONS

**7.1 Direction and Control.** PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CLIENT. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

**7.2 Ownership.** All Deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of the CLIENT upon receipt of payment from CLIENT.

**7.2.1 Use of Deliverables.** Unless otherwise provided in writing, the PROVIDER shall be deemed the author of and shall retain all common law, statutory and other reserve rights, including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared by PROVIDER for use solely with respect to this Contract. The CLIENT shall be permitted to retain copies during the contract period of the firm's drawings, specifications, proprietary programming, data solutions and other documents for information and reference in connection with the CLIENT'S use of the information for the contract subject to paragraph 7.9 below. The PROVIDER'S drawings, specifications or other Deliverables shall not be used by the CLIENT or others on other contracts, for additional work on this Contract, or for completion of this Contract by others, unless the PROVIDER is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the PROVIDER.

**7.3 Successors and Assigns.** The CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

**7.4 Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**7.5 Compliance and Standards.** PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential





information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

**7.6 Conflict of Interest.** PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

**7.7 Termination.** Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the reason for such termination, and allowed the other Party no less than 30 business days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, CLIENT shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the date of termination.



**7.8 Notices.** All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Henderson County  
c/o Marcus Jones, Henderson County Engineering  
One Historic Courthouse Square, Suite 6  
Hendersonville, NC 28792

If to MISSION CRITICAL PARTNERS, INC.

Kevin Murray, President/CEO  
200 Innovation Boulevard  
State College, PA 16803

**7.9 Confidentiality.** CLIENT and PROVIDER agree other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.

**7.10 Non-assignment.** PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the CLIENT.

**7.11 Governing Laws and Venue.** This Agreement shall be governed by the laws of the state in which the Services are provided.

**7.12 Signatory.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the CLIENT and PROVIDER.

**7.13 Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**7.14 Severability.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**7.15 Non-waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.





**7.16 Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

**7.17 Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

**7.18 Captions and Section Headings.** Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.

**7.19 Project Records.** For a period of two years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.

**7.20 Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties

**7.21 Nondiscrimination.** PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**7.22 Indemnification.** CLIENT and PROVIDER shall mutually indemnify, defend and hold the other harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to claims, causes of actions, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, of each other's officials, officers, directors, agents, employees and contractors/subcontractors: (1) negligence; (2) substantial breach of representation, warrant or covenant made herein, or (3) any claims that products or services provided infringe any other proprietary right of any third party. In a similar manner, the parties shall mutually indemnify, defend and hold harmless from and against damages, etc., that result in whole or in part of each other's officials and officers intentional misconduct or fraud.

Notwithstanding any provision in this Agreement to the contrary, neither party, nor its officials, officers, directors, agents, employees and contractors/subcontractors, shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered hereunder by the other party or its officials, officers, directors, agents, employees OR contractors/subcontractors, unless such damages are based upon the gross negligence or willful misconduct of CLIENT or PROVIDER.





**7.23 Nonsolicitation of Employees.** During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

**7.24 Arbitration.** All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the parties. If the parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so selected shall appoint a third arbitrator. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Hendersonville, North Carolina.

**7.25 Proprietary Information.** The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:

- a. Proprietary information disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- b. This Agreement is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party.

**7.26 Insurance.** The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.

**7.27 Acceptance.** Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.



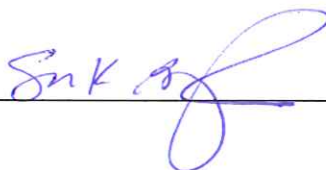
IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

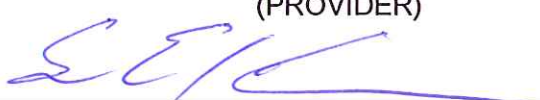
Witness: Henderson County, North Carolina  
(CLIENT)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: Mission Critical Partners, Inc.  
(PROVIDER)



By:   
Samuel E. Kerns, Chief Financial Officer

Date: February 5, 2013



## SCHEDULE A—SCOPE OF WORK

### #1 – Complete Programming Phase

This phase would include multiple meetings with the PSAP Director and staff for the purpose of collecting data relative to current and future PSAP operations and facility considerations. With this data, MCP would develop, in concert with the client, a space use and program document to include the facility major areas/space components to include:

- Access and Egress
- Call Center
- Staff Support
- Technology and Equipment
- Training
- Administration and Lobby
- Storage

The conclusion of this process would involve a document listing spaces, square footage allocations, and an adjacency diagram. MCP would lead this effort with the County's A/E Consultant participating.

**Effort:** 14 Hrs.      **Fee**    \$2,630

### #2 – Schematic Phase/Assistance to A/E Consult

MCP will assist the County's A/E consultant in interpreting the programming document into a conceptual floor plan for the proposed facility. MCP will provide the specific floor plan diagram for the PSAP call center for integration into the overall conceptual floor plan.

**Effort:** 6 Hrs.      **Fee**    \$950

### #3 – Inside Wiring Design

MCP will provide complete design for inside plant. The telecommunications/technology infrastructure design covers the requirements for connecting computers, telephone, wireless and building systems network devices in the work areas to the network equipment. This infrastructure may include connections for audio/visual equipment, security systems and life safety systems. The infrastructure design will incorporate connections to the owner's technology systems within the building and coordinate requirements for connections from the service provider to the owner's technology.





In schematic design, MCP will provide the criteria for technology systems to include descriptions, technology infrastructure, interoperability/interaction of systems, space requirements, preliminary distribution layout, cable routing and design standards.

The design development phase will further define technology infrastructure to support the systems. These requirements for technology will be coordinated with the design team to further develop the design criteria for space planning, security, cable pathways, power, HVAC, etc. for the overall building design. Outline specifications, service provider connection requirements and quality standards are coordinated with the A/E consultant, owner and service providers. Deliverables include submittals, building and system drawings, outline specifications and calculations to support the project.

The MCP deliverables in the construction documents phase is the work to complete construction documents, drawings, details, diagrams and specifications necessary to bid, construct, test and document the technology infrastructure. These documents will be coordinated with the A/E documents.

**Effort: 172 Hrs. Fee \$29,860**

#### **#4 – Define and Integrate Best Practices For PSAP Design**

MCP will provide to the owner and A/E consultant standards/best practices that cover the installation, performance, operation and maintenance of the Public Safety answering points and the associated emergency communication systems.

**Effort: 6 Hrs. Fee \$1,080**

#### **#5 – Complete a PSAP Technology Assessment**

MCP will initiate a technology assessment that will include the following:

- Consoles
- CAD
- GIS
- Firewall Infrastructure
- Phone
- Logging Recorder
- Communications Tower, Cabling and Antennas
- Radio Interoperability
- Redundant Power

**Effort: 16 Hrs. Fee \$2,620**



### **Prepare a Technology RFP/Coordinate with Building Design**

MCP will prepare RFP's for those technology systems to be procured thereby providing specifications and documents sufficient to bid these systems. At this juncture, we are assuming the existing technologies are at end of life.

*Effort: 32 Hrs. Fee \$5,060*

### **Consult with County's A/E Regarding PSAP Technology Impacts on Facility Systems Design**

MCP will assist the County's A/E consultant to understand how the PSAP technology/equipment will impact/drive the facility systems to include HVAC, mechanical, electrical and fire protection.

*Effort: 14 Hrs. Fee \$2,510*

### **Schedule**

Phase I would include Facility Programming assisting in schematic design and integrating "Best Practices" with regards to operating standards of the PSAP. These functions would be coordinated with the County's A/E consultant.

Phase II would include "Inside Wiring", a PSAP Technology Assessment, and technology coordination/consultation with the A/E firm on facility system impacts to include HVAC, mechanical, electrical and fire protection design.

#### **PHASE I**

***2 Months***

- Programming
- Schematic Design Support
- Define and Integrate Best Practices in Facility Design

#### **PHASE II**

***2 Months***

- Inside Wiring
- Technology Assessment
- Technology Coordination into System Design



## SCHEDULE B—HOURLY RATES

### **MISSION CRITICAL PARTNERS**

#### 2013 LABOR RATES — Including Expenses

<u>Titles</u>	<u>Rate/Hr</u>
Principal	\$240.00
Consulting Manager	\$230.00
Sr. Program Manager	\$230.00
Forensics Analyst	\$213.00
Program Manager	\$208.00
Sr. Consultant	\$203.00
Sr. Project Manager	\$198.00
Sr. Technology Specialist	\$192.00
Emergency Response Specialist	\$192.00
Operations Specialist II	\$192.00
Consultant	\$181.00
Technology Specialist II	\$181.00
Operations Specialist I	\$181.00
Lead Policy Consultant	\$181.00
Communications Specialist	\$178.00
Project Manager	\$175.00
Technology Specialist I	\$170.00
Assistant Project Manger	\$159.00
Planner	\$159.00
Public Safety Specialist II	\$137.00
Policy Specialist/Technical Writer	\$127.00
Public Safety Specialist	\$127.00
Emergency Numbers Specialist	\$110.00
Support Specialist III	\$103.00
Support Specialist II	\$99.00
Support Specialist I	\$82.00
Admin/Clerical	\$77.00



