

STATEMENT OF QUALIFICATION: HENDERSON COUNTY, NC

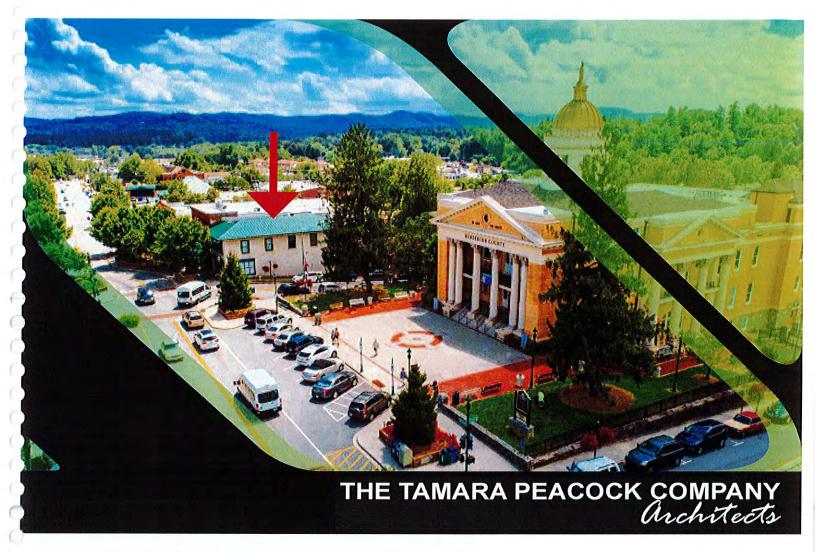
ARCHITECTURAL SERVICES



THE TAMARA PEACOCK COMPANY Architects

RFQ: Architectural Services for EMS Base #6
Due: July 15, 2022

105 S MAIN STREET, HENDERSONVILLE, NC 28792 WWW.TAMARAPEACOCK.COM | (828) 696 4000 | TAMARA@PEACOCKARCHITECT.COM



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ATTN:

RFQ: Architectural Services for EMS Base #6

Henderson County

FROM:

Tamara Peacock, R.A. President

The Tamara Peacock Company Architects

105 South Main Street, Hendersonville, NC 28792

Phone: 828.696.4000 Fax: 828.696.4952

tamara@peacockarchitect.com

Re:

Response to:

RFQ Architectural Services for EMS Base #6

Dear Selection Committee Members:

We are pleased to submit this Request for Statements of Qualifications for Architectural Services for

EMS Base #6.

The firm has extensive experience providing architectural services to local counties and municipalities, specifically for First Responders. Located in downtown Hendersonville, walking distance to county offices, our staff constantly is exposed to the architecture of Henderson County. We are also HUB cerftified, giving us a unique perspective as well. Some of our relevant experience includes:

- Fire Training Center for Henderson County Fire and Rescue
- Mills River Volunteer Fire Stations #3 and #4
- Valley Hill Volunteer Fire Station #4

The Hendersonville office also designed the Fletcher Town Hall and Police Department, giving us a unique understanding of the municipality's architecture style. The Tamara Peacock Company Architects is a North Carolina firm providing high quality design, planning, and construction documents for the public and private sectors throughout North Carolina including scopes of services for site planning, demolition, new construction, adaptive reuse, renovation, repair, and remodeling. We have been involved in over twenty (20) first responder projects, many CM at Risk. We have worked with:

- · Henderson County Fire and Rescue,
- · Green River Fire Department,
- · Valley Hill Fire Department,

as well as others throughout North Carolina and Florida. Our highly qualified and experienced personnel consist of architects, engineers, interns and Revit technicians with years of experience specific to projects of this type. Our management and years of experience ensures that all critical deadlines will be met, and all project tasks will be achieved at the highest quality standards.

As President and Chief Executive Officer of The Tamara Peacock Company Architects, I will be personally involved with every aspect of architectural design. My familiarity and experience should enhance our ability to deliver expeditious and quality services in every aspect of the project, from agency consensus building to conforming to safety regulations. Our specialist and project manager, Cristin Peacock, and project coordinator, Dennis Bro, will serve as the primary points of contact for the County. We are aware of the need to communicate effectively with the staff of all stakeholders, including the various departments and agencies associated with Henderson County. Our strong technological expertise as well as our vast experience with school design provides the necessary working knowledge to coordinate issues effectively and efficiently.

We also understand that currently we are in difficult times due to COVID-19 and are aware of the necessary safety precautions that must be always adhered to when working on each project. With today's changing times architectural design with space planning and preventive measures can help businesses, employees, and customers feel more at ease while coping.

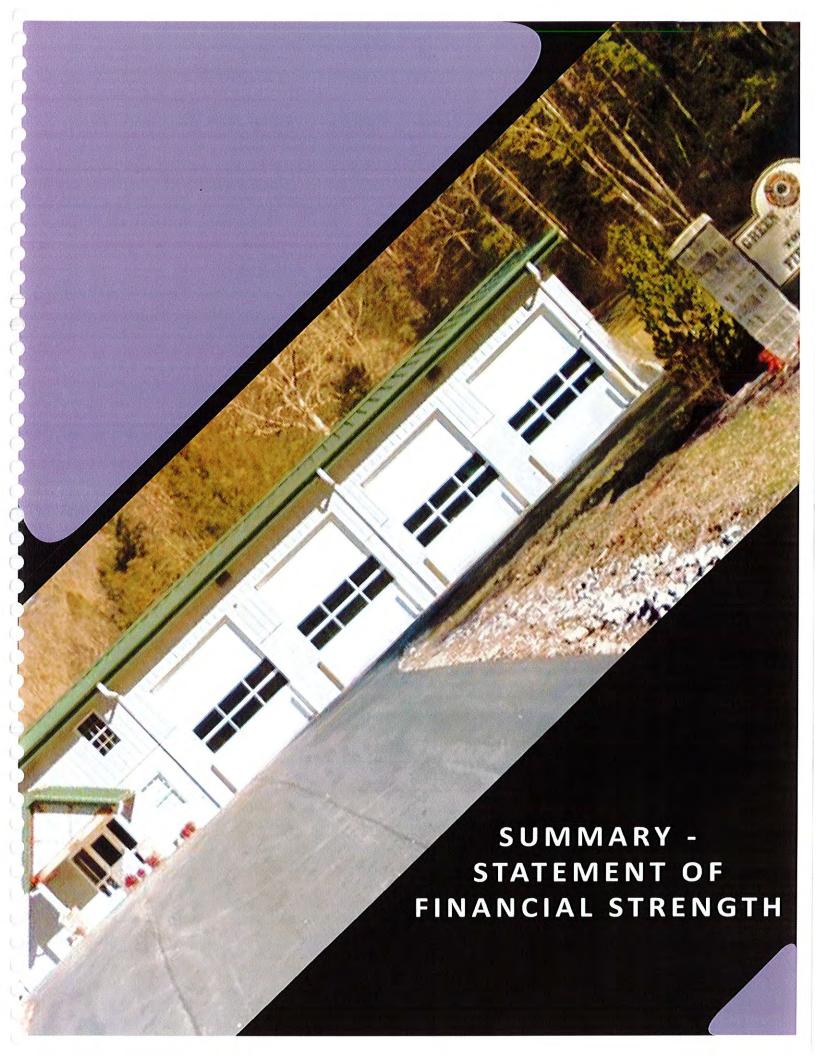
We look forward to hearing from you and sincerely appreciate the opportunity to express our interest in the City of Hendersonville's solicitation for Architectural Services RFQ Architectural Services for EMS Base #6.

Sincerely,

Tamara Peacock, R.A. President

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The Tamara Peacock Company Architects of Florida



FIRM HISTORY

THE TAMARA PEACOCK COMPANY architects

16 Person Staff

Registered Architects
Graduate Architects
Planners
BIM Revit Techs
Support Personnel

Licensed In Ten States

Minority Owned Business

NC Board of Architecture#: 52734

A woman-owned architectural firm, The Tamara Peacock Company Architects has been providing top-rank design, planning & construction documents for both Private & Public Sector clients throughout the Southeast for over 30 years. Surrounding ourselves with outstanding talent, both in our staff & in the people with whom we do business, allows the best solutions for clients' goals to rise to the top.

Located in Hendersonville, NC, our team is comprised of 16 talented Registered Architects, Architects & Interns, who are dedicated to & successful in development & redevelopment in harmony with its' unique natural and culturally diverse environment. Our North Carolina licensed Principal and Senior RA alone offers over 30 combined years of active practice of architectural, planning & construction documents for educational facilities.

The Tamara Peacock Company Architects serves all architecture needs. TTPCA successfully targeted creativity on projects – fire and EMS facilites – private ventures – office buildings, commercial plazas – has resulted in projects as wide-ranging as The Cedars Hotel Condo Development to Fletcher Town Hall to Continuing Contracts with State Agencies and Local Municipalities, and much repeat success with local developers.

OFFICE LOCATIONS AND CONTACT INFORMATION

NORTH CAROLINA OFFICE

105 S. MAIN STREET
HENDERSONVILLE, NC 28792
PHONE: 828.696.4000
FAX: 828.696.4952

FLORIDA OFFICE 1512 E BROWARD BLVD #102 FORT LAUDERDALE, FL 33301 PHONE: 954.728.8000 FAX: 954.728.9225

Email: tamara@peacockarchitect.com Website: tamarapeacock.com

SUMMARY

The Tamara Peacock Company Architects of Hendersonville is a local firm which has been providing top-rank design, planning, and drawings for both public and private sectors clients in nine different states for over twenty years. The firm is a boutique architectural firm. Each design produced in the office is unique to the client's needs and sites while using the advanced resources commonly found in larger firms to create successful projects for those clients. Our Hendersonville office is located on Main Street, which puts our staff in a position to be extremely familiar with the atmosphere and architecture of Henderson County - particularly with the renowned Erle Stillwell style as we work with his Cedars hotel.

Part of what it means to be a successful local architect in Hendersonville is to build strong relationships with both clients and specialists/consultants. These consultants have been brought into our proposed team given their proficiency and shared values - to see Fletcher retain its unique character and provide the County with high-quality facilities. We are privileged to have worked with Henderson County; the new Public Works facility being our last project with the county. We have also had the privilege to work on a number of fire stations. Part of the design team will also serve as a consultant to refine the station design. This experience has prepared our team to proceed with all the necessary processes to ensure the proper approach to each issue is handled accordingly.

We use state of the art digital BIM programs including Revit, Autocad, and Rhino, etc. Our strong technological expertise as well as our vast experience with public entities provides the necessary working knowledge to coordinate issues effectively and efficiently. Being familiar with virtually all building systems utilized today allows our firm to provide the most efficient design adapted to both the structure's requirements and to the budget constraints ever-present in today's marketplace. One of the many reasons why our firm can effectively control projects is the marriage of our experience with our pro-active task planning and technical expertise for early detection of adverse design considerations.

Every phase of the project will be managed and monitored by a unified team. During the design phases, our design team will work closely with the sub-consultants that are involved as needed to provide supporting information to the documents and conduct reviews. When construction commences, the team will provide support to the owner and contractor by way of responding to correspondence, producing supplemental documentation for direction and reviewing contractor submissions. The Tamara Peacock team will be involved as a whole for the duration of the project.

Statement of Financial Strength

Throughout the past few years, the Tamara Peacock Co. Architects has continued to grow and prosper. With added software/hardware and remote workers, we have grown more than 10% per year with profitability at more than 15%. Tax returns are available upon request.









CODE RESEARCH

Facilities on education campuses pose unique safety challenges. Durable materials and specialty equipment can increase budgets. Doing the research and cost estimates upfront prevents change orders and budget problems.

REVIT MODELING

Establishing accurate existing conditions with our 3D software, including mechanical and electrical information, gives us a greater understanding of the full scope so that programming decisions and budget restraints do not conflict.

NETWORKING

Our vast array of connections in the construction and contracting allow us to gain important insight into logistics, availability, and limitations.

COMMUNICATION

We define a clear path for communication for email correspondence, meeting notes and progress sets. Throughout the design process as well as during construction

ACHEIVING SCHEDULES

Realistic exceptions or alternatives are clearly established early in the programming process. We anticipate that changes may occur and provide for these eventualities. Project work elements are organized into sections necessary to clarify the critical path elements that deliver the schedule.

Ownership by the Design Team performing the work is created. The Design Team must believe the schedule is achievable; if not, discussions of alternatives are reviewed and implemented. The Tamara Peacock Company Architects Design Team will meet to discuss the schedule and progress of work on a regular basis to avoid delays. One team member's delay may have a ripple effect throughout the project.

ESTABLISH A CLEAR AGREEMENT
ON THE SCOPE OF THE WORK
BETWEEN ASHEVILLEBUNCOMBE TECHNICAL
COMMUNITY COLLEGE AND THE
TAMARA PEACOCK COMPANY
ARCHITECTS DESIGN TEAM AT
THE START OF THE PROJECT.

ESTABLISH A THOROUGH UNDERSTANDING
OF THE ENTIRE BUDGET FOR THE PROJECT.
TTPCA DESIGN TEAM IS COMMITTED TO
ASSISTING OUR CLIENTS IN ACHIEVING
THEIR GOALS. TTPCA DESIGN TEAM HAS
ACHIEVED A PROVEN TRACK RECORD OF
PROGRAMMING AND DESIGNING PROJECTS
THAT MEET THE NEEDS OF OUR CLIENTS. WE
HAVE ACCOMPLISHED THIS BY CREATING
QUALITY DOCUMENTS AND MANAGING THE
LINES OF COMMUNICATION AND
COOPERATION TO ACHIEVE SCHEDULING
AND BUDGETING REQUIREMENTS. CONTROL
OF SCHEDULE ENSURES CONTROL OF
BUDGET.

MAINTAINING A PROJECT ON SCHEDULE BEGINS WITH UNDERSTANDING THE MYRIAD OF KEY ISSUES WHICH DRIVE IT.THIS BALANCE

CAN BE BEST ACHIEVED THROUGH A
PROACTIVE COST MANAGEMENT (NOT COST
CONTROL) APPROACH TO THE PROJECT. OUR
DESIGN TEAM HAS CONSISTENTLY DISPLAYED
A STRONG ABILITY TO ADAPT, GROW, AND
FORWARD OUR PROJECTS INNOVATIVELY AND
SUCCESSFULLY ON TIME ON BUDGET
WITHOUT SACRIFICING QUALITY CONTROL
AND QUALITY ASSURANCE.

A

Achieving Schedules

Our Design Team knows that schedules do not complete themselves. Proper planning, communication and persistence by the Project Manager are required for a successful schedule. We approach each schedule with the following fundamental principles:

Scheduling is a priority.
We document, review, and update
our schedule at each
Team Meeting.

Schematic Design days Submittal Plan Review: Phase Idays Schematic Design Phase II -Design Development days Submittal Plan Review: Phase II -Design Development 30 Phase III -90% Construction days **Documents** Plan Review: Phase III -90% Construction **Documents** Phase IV -100% Construction **Documents** Plan Review: 30 Phase IV -100% Construction days Documents **Building Department** 14 Initial Review: days Phase III - 100% **Construction Documents** 14 A/E: Plan Revision / Re-Submittal days to Building Department Building Department Follow-Up Review **Procurement & Award**

Construction

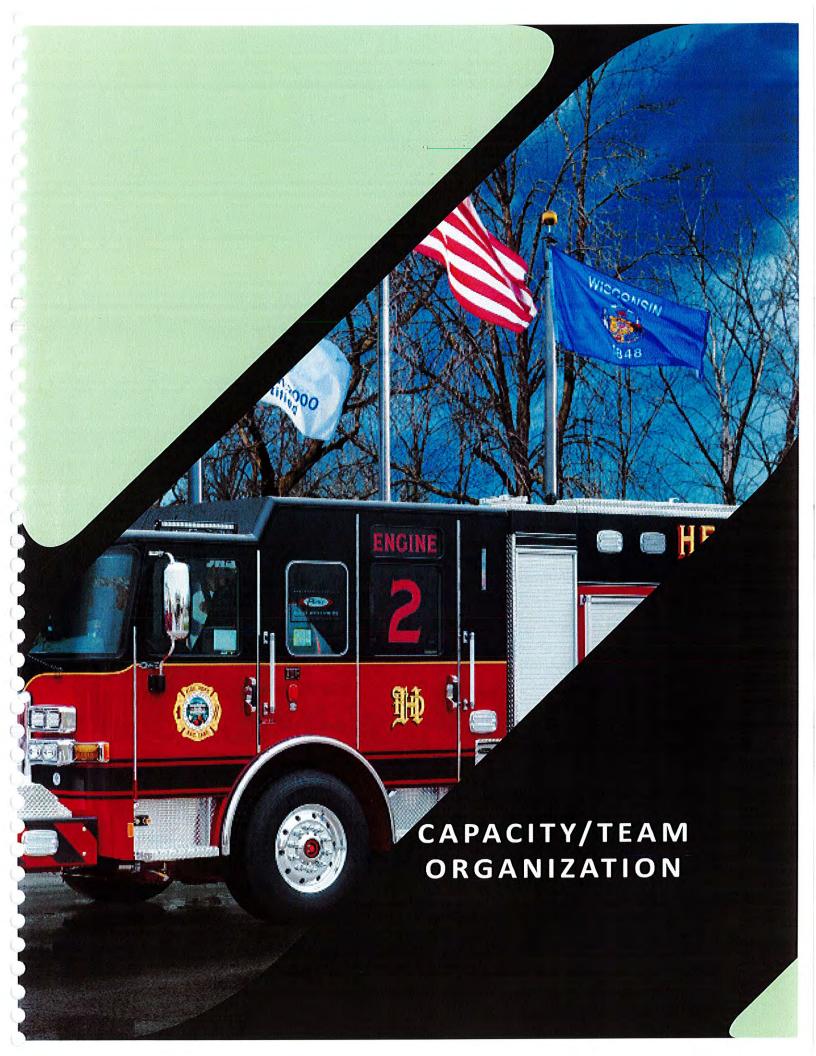
through Closeout

365 DAYS Phase I-

1	Realistic exceptions or alternatives are clearly established early in the programming process. We anticipate that changes may occur and provide for these eventualities.
2	Project work elements are organized into sections necessary to clarify the critical path elements that deliver the schedule.
3	Ownership by the Design Team performing the work is created. The Design Team must believe the schedule is achievable; if not, discussions of alternatives are reviewed and implemented.
4	The Tamara Peacock Company Architects of Florida Design Team will meet to discuss the schedule and progress of work on a regular basis to avoid delays. One team member's delay may have a ripple effect throughout the project.

Proposed Schedule for EMS
Station
Fletcher EMS Station #6
Award of Contract
Schematic Design
Design Development
Construction Documents
Bidding & Negotiation
11 Month
Construction
12 Months

365 Days



The Tamara Peacock Company Architects is a certified HUB company providing professional architectural design services for over 25 years. Tamara Peacock has extensive experience with every aspect of architectural design from historic preservation to construction administration. Tamara Peacock is a licensed architect in eight states. Tamara's experience and familiarity will enhance the ability to deliver expeditious and quality services to every aspect of architectural design from community consensus building to LEED administration.

THE TAMARA PEACOCK COMPANY

Architects



- O Rising Star Award -Henderson County Chamber recognizes growth of local business
- O Community Appearance Award in recognition of outstanding achievement for urban environmental design for the Boys & Girls Club
- O National Trust for Historic Preservation Design Award for Mar-A-Lago
- O City of Miramar Facade Improements Renovations of the Year 2006, NAIOP
- O Building of the Year Award - Broward County, Osswald Park



Tamara Peacock President



Cristin Peacock Project Architect Manager



Andrea Marquez Designer



Dennis Bro Project Manager



Paige Shipley Designer

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OUR TEAM



Tamara Peacock President, Principal Architect

PRINCIPAL OF FIRM: Since 1985 SC Registration: 8712

EDUCATION: Master of Architecture Historic Preservation, 1981 University of Florida

B.A. Architecture University of Florida

REGISTRATION:
FL/Architecture, 1987
CPTED Certified, 1998
FL/Lic. Contractor, 2005
NC/Architecture, 2012
SC/Architecture, 2013
IL/Architecture, 2015
PA/Architecture, 2016
NCARB, 2012

HONORS/AWARDS:
Who's Who
Women in America
Design/Build Project
of the Year, NAIOP
Building of the Year Award, Broward
County Shopping Center
Building of the Year Award, Broward
County, Oswald Park
National Trust for Historic
Preservation Design Award for
Donald Trump's Mar-A-Lago

Tamara has actively practiced in the architectural profession in several states for over thirty years. Her areas of expertise include land use planning, design development, production, historic preservation, and contract administration for private and public sector projects. Public sector projects include parks & recreational facilities, schools, & master planning/city re-development. She's widely recognized for her community consensus building ability. Ms. Peacock is a Registered Architect and a licensed Building Contractor.

Selected Work Experience:
All of our past/current projects, including:

MUNICIPAL PROJECTS

Departemnt of Juvenile Justice
Green river Volunteer Fire Dept.
Valley Hill Fire Department
City of Deerfield Fire Station No. 2
Coconut Creek Fire Station
City of Miramar, Facade Impr. Program
City of Hollywood, Ely Blvd
City of Deerfield Beach, Downtown
Visioning Report
City of Pompano Beach, Atlantic Blvd
Improvements
City of Dania Beach, Mainstreet
Program
City of Ft. Lauderdale Affordable
Housing

AFFILIATIONS

American Building Contractors Assoc.
American Institute of Architects
Broward Alliance
Broward County League of Cities
Broward Days
building Owners and Managers Assoc.
City of Hollywood Preservation Board
Community Appearance Board
Architecture Advisory Board-UF
Lauderdale Historic Society
Ft. Lauderdale Rotary Club
National Trust of Historic Preservation

RESIDENTIAL PROJECTS

9 Lofts, Fort Lauderdale
Island Village, Sunrise
Village at Marina Mile, Fort Lauderdale
French Quarter, Fort Lauderdale
Annie Beck House, Fort Lauderdale
Moffit House, Broward County
North Beach Resort
Aqua, Fort Lauderdale
Ekonomov, Fort Lauderdale
Pearl House, Bay Harbour Island

MASTER PLANNING PROJECTS

Great Southern Hotel, Hollywood Lauderhill Town Center Palazzo Las Olas Taylor Park Redevelopment Deerfield Beach Public Works Deerfield FAU/MOC Center

PARKS/RECREATIONAL FACILITIES

Broward County Parks
City of Wilton Manors Park Dept.
City of North Miami Beach
City of Lauderdale Lakes
City of Margate
City of Coral Springs
Palm Beach Conty Parks Dept.
Boys and Girls Club of Fort Lauderdale
SOS Children's Village and Community
Center City of Hallandale Beach
Volusia County
City of Dania Beach

OFFICE BUILDINGS/INDUSTRIAL PARKS

United Parcel Service Regional
Distribution Center
Sun Sentinel Distribution Center
North Perry Airport Maint. Building
CPE Office Building
Port Everglades/ Sea Escape Terminal
Kraft Cheese Distribution Facility
State of Florida Dept. of Commerce
Warehouse
Promenade of Coral Springs



Cristin Peacock Project Architect Manager

YEARS WITH THE FIRM: 5

TOTAL YEARS EXPERIENCE: 5

EDUCATION:

B. Arch in Architecture, Florida Atlantic University, w/ Minor in Disaster Management

PROFICIENT WITH:

Revit AutoCAD SketchUp Rhino Adobe Suite Microsoft Office Suite Hand Sketching

CERTIFICATIONS:

American Institute of Architects, Associate AIA

National Council of Architectural Registration Boards, Member

Crime Prevention Through Environmental Design (CPTEP) Ms. Peacock's dedication and enthusiasm as a project coordinator has aided in her extensive experience of managing a variety of projects from the initial design phase through to completion. She has been working in the field of Architecture for more than 5 years, and her experience has been a valuable asset to the firm which has been proven through her expertise in determining project objectives, organizing resources & ensuring smooth pace and on-time projects.

Selected Work Experience:

CITY OF GOLDEN BEACH, BEACH FRONT IMPROVEMENTS

Schematic design, construction documents, 3D model of the renovation project and the existing project. Project administration

CITY OF MIAMI BEACH, HOUSING AUTHORITY HURRICAN HARDENING-CRESPI BLVD

Project Coordinator for the design and renovation of four 1,700 SF multi-family residential buildings.

FACADE RENOVATION, BRIHM PROPERTY

PC for the facade improvements of a commercial property including window replacement and repair and renovation of exterior.

FACADE RENOCATION, FASHION CLEANERS

PC for the facade improvements of a commercial property including window replacement and redesign of exterior walls.

TURTLE RUN COMMUNITY DEVELOPMENT DISTRICT

PC for multiple neighborhood improvement projects throughout the Turtle Run community

MARKETING

Brochures, presentation boards, signs, request for proposals

FOSTER PARK COMMUNITY CENTER

LEED "silver" Certified building which included a community center, gymnasium, and classrooms.

HISTORIC SCHOOL HOUSE

Restoration and renocation of a historic school house, construction documents, specification, project administration.

GREAT SOUTHERN HOTEL HISTORIC PRESERVATION

Historic preservation and restoration of the (3) main facade of the hotel, located in Hollywood, FL. Including the complete reconstruction of the ground level.

NOB HILL ELEMENTARY (CMAR)

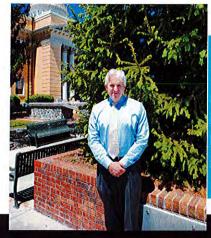
\$1.2 million renovation project for the SBBC including media center imporovements, building envelope improvements, reroofing, fire alarm and sprinkler upgrades, as well as electrical improvements.

THURGOOD MARSHALL ELE-MENTARY (CMAR)

\$1.3 million renovation project for the SBBC including complete reroof, mechanical improvements and building improvements.

ENDEAVOR PRIMARY LEARNING CENTER (CMAR)

\$600K renovation project for the SBBC including complete reroof of Building 2 and mechanical improvement.



Dennis has worked in the architecture field for 4 years and is passionate about architecture. He has two degrees in mechanical engineering and a Masters Degree in Architecture and is forging together his knowledge of engineering and building in the passionate pursuit of architecture.

Dennis Bro Project Manager

YEARS WITH THE FIRM: 1

TOTAL YEARS EXPERIENCE: 4

EDUCATION: M. Arch in Architecture, Boston Architectural College

B.S. in Mechanical Engineering University of Hartford

A.S. in Mechanical Engineering Technology, Penn State University

PROFICIENT WITH:

Revit AutoCAD SketchUp Microsoft Office Suite InDesign Photoshop

CERTIFICATIONS: National Council of Architectural Registration Boards, Member

Selected Work Experience:

Parks and Recreation

Mills River Pavilion
New park pavilion for town of
Mills River, NC

Educational Facilities

Tebeau Daycare
Hendersonville, NC
Redesign of existing building to include daycare facility

Orion Daycare
State of the Art facility for dogs

Municipal Projects

Hendersonville Housing
Authority/HUD
Construction Administration
for over 400 housing units

Ecusta Credit Union
Mills River, NC
Brand new building that
incorporates the beautification
requirements of Mills River, NC

Social Security Building
Hendersonville, NC
Fit-out of existing building

Housing

Single Family Housing Several ongoing projects

Churches

Mount Moriah Baptist Church Edneyville, NC
Demolition of existing church support building and redesign and new construction of larger building attached to the existing church

Community Centers

SAFE House Brevard, NC Expansion of existing women's facility in Brevard, NC

Hendersonville Connections
Community Center
Innovative office space that locates all services under one roof



Andrea is a Revit expert. Her enthusiasm and passion for architecture inspires our entire office! Hardworking and focused, no task is too small or too big for Andrea.

Andrea Marquez Designer

YEARS WITH THE FIRM: 1

TOTAL YEARS EXPERIENCE: 1

EDUCATION:

Universidad de Las Americas (UDLA)

PROFICIENT WITH:

Revit

AutoCAD

InDesign

Illustrator

Photoshop

Excel

Word SketchUp

Selected Work Experience:

Housing

Has completed several houses and has several ongoing and upcoming housing projects

Tree Houses

Design of ultra high end tree houses that are on stilts

Multi-Family Housing

Church Street Hendersonville, NC Redesign and adaptive reuse of a former restaurant that will be converted to multi-family housing

Office/Renovation

104 First Ave. W. Hendersonville Reconfiguation of architecture firm and lawyers office



Paige was born and raised in Henderson County. She is an aspiring interior architect. Besides Revit, Paige is our go-to person for research and site planning.

Paige Shipley Designer

YEARS WITH THE FIRM: 1

TOTAL YEARS EXPERIENCE: 1

EDUCATION:

East Tennessee State University

Blue Ridge Community College

UNC Charlotte

PROFICIENT WITH: Revit Microsoft Office Suite

Selected Work Experience:

Housing

Several ongoing and upcoming projects

Office/Renovation

104 First Ave. W. Hendersonville Reconfiguation of architecture firm and lawyers office

Churches

Mount Moriah Baptist Church Edneyville, NC Demolition of existing church support building and redesign and new construction of larger building

Community Centers

SAFE House Brevard, NC Expansion of existing women's facility in Brevard, NC

WOCHTER

MARC WACHTER, P.A. MEP, Owner

RELEVANT EXPERIENCE

MARC WACHTER

EDUCATION
B.S. of Mechanical Engineering
Bucknell University

AWARDS The Greater Philadelphia Association of Energy Engineers "Energy Engineer of the Year" - 2009

- · Florence Fire Department, Florence, NJ
- New Jersey State Police Barracks, Troop "E", Holmdel, NJ
- · Pine Hill Fire Department, Pine Hill, NJ
- · South Orange Rescue Squad, South Orange, NJ
- · Woodbury Police Department, Woodbury, NJ
- Manasquan Fire Department, Manasquan, NJ
- Cape May Fire Department, Cape May, NJ Currently in construction
- Parsippany Fire District #5, Parsippany, NJ Bids currently being solicited
- Washington Township Emergency Services Building, Township of Washington, NJ Fire Department and first aid squad combined services building, construction completed 2022.

EXPERIENCE

1999-Present

Owner, Wachter Engineering, PLLC; As the principal engineer, I provide the following services to our clientele:

- · HVAC load calculations
- · Duct and piping design
- · Equipment selection and specification
- Plumbing design (sanitary, domestic water, natural gas)
- · Electrical (power, lighting, fire alarm) design
- Return-on-Investment Modeling. Through my experience in the small scale cogeneration markets, I have developed Excel models and algorithms for closely apporximating the energy use of the respective facility and the behavior of our proposed cogeneration plant.

1997-1999

Mechanical Engineer/Project Manager, McHugh Engineering, Fort Washington, PA.

Perform HVAC, plumbing, and electrical engineering layout, design and construction administration. Acted as project manager on several projects which included management of other design disciplines and project tracking.

1995-1997

Quality Control Engineer, Victaulic Company of America, Easton, PA. Performed inspection of incoming materials and on-going processes to verify conformance to production tolerances and standards. Acted as the Corporate Representative for ISO 9000 audits and organized an Internal Audit Team to review company procedures and processes on a periodic basis to identify non-compliances.



WGLA Engineering

SUBCONSULTANTS

WGLA Engineering, PLLC 724 5th Avenue West Hendersonville, NC 28739 (828) 687-7177 wgla.com

FIRM PROFILE:



Above: Givers Babbs is an exemple of a long-term repeat effect.

WGLA Engineering (formerly William G. Lapsley & Associates) is a firm of professional civil engineers established in 1986. Our office is located on 5th Avenue in downtown Hendersonville. Our staff includes three (3) civil engineers licensed in multiple states. We provide a wide array of civil engineering and land planning services for private developers, industry as well as municipal and state government. WGLA Engineering has provided design, permitting, bidding assistance, contract administration, and construction observation services for countless projects of various sizes and magnitudes.

COMPANY STRENGTHS:

Local Firm — WGLA Engineering is a local firm. Our projects are typically located within a two-hour radius. Being a local firm, we regularly work with the municipal and governmental agencies in Western North Carolina and Upstate South Carolina that will be permitting your project. This local knowledge and relationship with the permitting agencies helps provide a smooth and quick approval process. Being local, we can visit your project site on short notice to answer construction questions, assist in field changes, and make sure your project is completed in a timely manner.

Technical Experience & Competence — WGLA Engineering provides a broad basis for technical experience and competence in our field. Our office is divided into teams with professional engineers serving as project managers and leaders. The majority of our technical staff holds technical degrees in their field. We encourage our employees to further their careers by extending their education in the civil engineering field. We have supported our employees who have accepted this challenge with flexible work schedules and tuition assistance.

Size – WGLA Engineering is the perfect size to provide planning and design services for your project whether the project is a new 4,000 acre community, a mixed-use brown-field development, or a municipal utility project. With our staff of 10, we are able to providing engineering services for a very large multi-phased project. However, being a small firm, we provide the type of individual attention your project deserves.

WGLA Engineering Firm Profile Page 2

Services Provided:

WGLA Engineering, PLLC provides Civil Engineering, Municipal Engineering, Planning, and Construction Management services. Following is a partial list of our services:

CIVIL ENGINEERING

Roadway design
Erosion control systems and plans
Stormwater management plans
Best management practice (BMP) design
Grading & paving plans
Recreational sports field design
Pre-Qualified by NCDOT in Raleigh for Roadway
Design, Site Design, and Utilities



MUNICIPAL ENGINEERING

Water distribution and storage systems
Water pumping systems
Wells and water treatment systems
Wastewater collection & pumping systems
Wastewater treatment systems
System mapping and planning (GIS)
Grant and loan acquisition assistance



PLANNING

Residential subdivision planning Commercial & educational site planning Industrial site and park planning Recreational Parks



CONSTRUCTION MANAGEMENT

Project cost estimating & budgeting
Project scheduling
Bidding and procurement assistance
Contract administration
Construction coordination
Construction observation and inspection



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SUBCONSULTANTS



William R. Buie, P.E. Project Manager/Principal

PERSONAL INFORMATION

Education:

North Carolina State University Bachelor of Science–Civil Engineering (1992)

Professional Licenses:

Registered Professional Engineer North Carolina (1997) Tennessee (2009)

Professional Affiliation:

American Society of Civil Engineer National Society of Professional Engineers

Miscellaneous:

 Henderson County Partnership for Economic Development Board Member

Seminars and Workshops:

- "Stormwater Wetland Design Workshop" NCDENR (2011)
- "Erosion Control Design Workshop" NCDENR (2011)
- "Permeable Pavement Design Workshop" NC State University (2012)
- "Stormwater BMP Retrofit and Rehab" NC State University (2013)
- Welcome to the Minimum Design Criteria for Stormwater Management (2017)
- Erosion and Sedimentation Control Planning Multiple Classes (2020)
- Rainwater Harvesting, Retrofitting Dyr Basins, Advances in Permable Pavement (2021)

SELECTED PROJECT EXPERIENCE

Utility/Transmission Projects: Includes Erosion Control and Stormwater design, environmental permitting and construction administration assistance

 Duke Energy Progress – Preparation of sedimentation and erosion control plans with permitting support for five different transmission line project include Asheville – Enka 115 kV transmission line.

Sanitary Sewer Improvements:

 Design, permitting and construction management of over 200,000 If of gravity sewer and numerous pumping systems for public and private clients throughout North Carolina.

Water system Improvements:

 Design, permitting and construction management of over 150,000 If of water lines, fire booster pump stations and multiple storage tanks (ground storage and elevated) throughout North Carolina.

Site Development Projects:

- Sierra Nevada Brewing Company
 Mills River, NC
 Design and permitting for the SNBC east coast facility
 including multiple stormwater SCMs for LEED Platinum
 certification
- Blue Ridge Community College
 Flat Rock, NC
 Design, permitting and construction administration for a 50,000 SF facility to replace multiple buildings at the Blue Ridge community College campus.
- The Ramble
 Asheville, NC
 Design, permitting and construction administration
 multiple phases of the Ramble subdivision including
 roadway, stormwater, erosion control and utilities.





Jared L. DeRidder, P.E.

Project Manager

PERSONAL INFORMATION

Education:

University of North Carolina at Charlotte

Bachelor of Science – Civil Engineering (2009)

Professional Licenses:

Registered Professional Engineer North Carolina (41349)

Prior Employment:

AREVA, Charlotte, NC (2009-2012) NCDOT, Mills River, NC (2012-2014)

Seminars and Workshops:

- "Storm-EZ Workshop" NCDEQ (2016)
- "Geosynthetics in Drainage and Filtration Application" (2016)
- "Welcome to the MDC Workshop" NCDEQ (2017)
- "Stormwater BMP Inspection & Maintenance Certification" NCDEQ (2017)
- Building Safe Structures in Flood Zones (2019)
- Streambank Repair Certification (2020)

SELECTED PROJECT EXPERIENCE

Utility/Transmission Projects: Includes Erosion Control and Stormwater design, environmental permitting and construction administration assistance

 JDuke Energy Progress – Preparation of sedimentation and erosion control plans with permitting support for two different substation projects in different areas of WNC.

Sanitary Sewer Improvements:

 Design, permitting and construction management of over 16,500 If of gravity sewer and numerous pumping systems for private clients throughout North Carolina.

Water system Improvements:

 Design, permitting and construction management of over 25,000 lf of water lines, pressure reducing stations and multiple storage tanks (ground storage and elevated) throughout North Carolina.

Site Development Projects:

- Southwestern Community College
 Webster, NC
 Design, permitting and construction administration for
 multiple state projects at the Southwestern Community
 College campus including a Maintenance Building and new
 Health Science Center.
- Asheville Area Habitat for Humanity
 Buncombe County, NC
 Design, permitting and construction administration for
 multiple subdivisions including roadway, stormwater, erosion
 control and utilities.
- Henderson County Public Schools
 Henderson County, NC
 Design, permitting and construction administration for a new
 Edneyville Elementary School and new Hendersonville High
 School.

Dunn Structural Engineering, PLLC

Patrick Dunn, P.E Structural Engineer

LICENSE #: 016576

EDUCATION BS, Civil Engineering University of Nebraska

MS, Civil Engineering University of Virginia, Charlottesville

MEMBERSHIPS American Institute of Steel Construction

American Society of Civil Engineers

American Concrete Institute Dunn Structural Engineering is a locally owned business located in Asheville, NC. Licensed in NC, VA, TN, SC, and GA, Dunn Structural Engineering provides commercial and residential services throughout the Southeast. We are committed to providing innovative and creative designs and prompt, dependable service for our customers and community.

Dunn Structural Engineering, PLLC, was established in 2009 by Patrick T. Dunn, P.E. to provide structural engineering design for architectural building projects. Dunn Structural Engineering brings over 30 years of structural engineering experience to the design team. Patrick Dunn provides his clients with excellent and prompt service, applying a creative and innovative approach to each new project.

SELECTED PROJECT EXPERIENCE:

Historic Municipal Building- Additions and renovations
Asheville Police and Fire Department Downtown Stations, Asheville, NC

Historic Hendersonville City Hall- Additions and renovations Hendersonville, NC

Forest City Fire Station Forest City, NC

Visitor's Center North Carolina State University, Raleigh, NC

Davis Arena- Additions and renovations
Western NC Agricultural Center, Asheville, NC

Hotel indigo Asheville, NC

Carolina Village Main Street Addition Henderson County, NC



Introductory Statement:

Watermark Landscape Architecture is a design, planning, and development consulting firm located in Hendersonville North Carolina. We provide comprehensive, quality design services for landowners, homeowners, developers, conservation organizations and municipalities. We pride ourselves on creative yet practical solutions for each project and are committed to our clients. We believe in supporting and being active in our community and are involved in Rotary, Chamber of Commerce, Henderson County Vision, and various other community boards and organizations. Watermark has extensive park design experience and has worked with the City of Hendersonville on several projects.

Summary of Work:

Park and/or City of Hendersonville projects include:

- · East Flat Rock Park: Henderson County, NC
- Ecusta Trail: Henderson & Transylvania Counties, NC
- · Jackson Park: Henderson County, NC
- · Jump Off Rock: Laurel Park, NC
- · Laurel Green Park: Laurel Park, NC
- Laurel Park Maintenance Facility: Laurel Park, NC
- · Montford Park: Asheville, NC
- Rhododendron Lake Nature Park: Laurel Park, NC

- · Rotary Park: Hendersonville, NC
- Seventh Avenue Streetscape: Hendersonville, NC
- · Silversteen Park: Brevard, NC
- · South Broad Park: Brevard, NC
- Southside Park Charrette: Hendersonville, NC
- . The Park at Flat Rock: Flat Rock, NC
- · Toms Park: Hendersonville, NC
- Tuxedo Park: Henderson County, NC

Resumes:

Hunter Marks, RLA, ASLA, LEED AP

- Professional Background: Registered Landscape Architect in North Carolina, South Carolina, Georgia, and Tennessee. Vice-chair of the Henderson County Recreation Advisory Board. Member of the Henderson County Planning Board. Certified Playground Safety Inspector (inactive)
- Education: Master's in Landscape Architecture, Louisiana State University; BS in Agriculture, University of Tennessee
- Length of Service: Hunter founded Watermark Landscape Architecture in 2009.
- Roles & Responsibilities/Job Duties: Project management, sales, marketing, design,
- Relevant Experience: Extensive experience in parks and recreation design, and multiple projects with the City of Hendersonville. Before founding Watermark, Hunter worked on multiple park projects with Luther Smith & Associates, Hendersonville, NC, and Barge Waggoner Sumner & Cannon, Chattanooga, TN.

25

SUBCONSULTANTS



Brooke Alexander, Landscape Designer

- Professional Background: Landscape construction/sales/estimating/design, land planning and landscape design, NC Board of Landscape Architecture requirements satisfied, license pending
- · Education: BS in Landscape Architecture, University of Georgia
- · Length of Service: 2016 to present
- · Roles & Responsibilities/Job Duties: Project management, client communication, design
- Relevant Experience: Experience in parks and recreation design, and multiple projects with the City of Hendersonville

Experience:

Tuxedo Park

Owner's Name and Contact: Henderson County, Carleen Dixon- Parks and Recreation Director (828) 697-4884

Project Name: Tuxedo Park

Project Location: 1299 Old US Hwy 25 Zirconia, NC 28790

Detailed Description: Phase One including master planning, site design, walking trails, landscaping,

parking, playgrounds, parking, tennis courts, and signage.

Start & Completion Dates: Construction began in the Fall of 2014 and was completed in the Spring of 2015.

Design & Construction cost and number of change orders: Proposed and final design cost approximately \$20,000. Watermark was not engaged in the construction phase of this project.

Project Staff & Roles: Hunter Marks- Master Planning, Site Design, Community Engagement and Coordination.

Seventh Avenue Streetscape

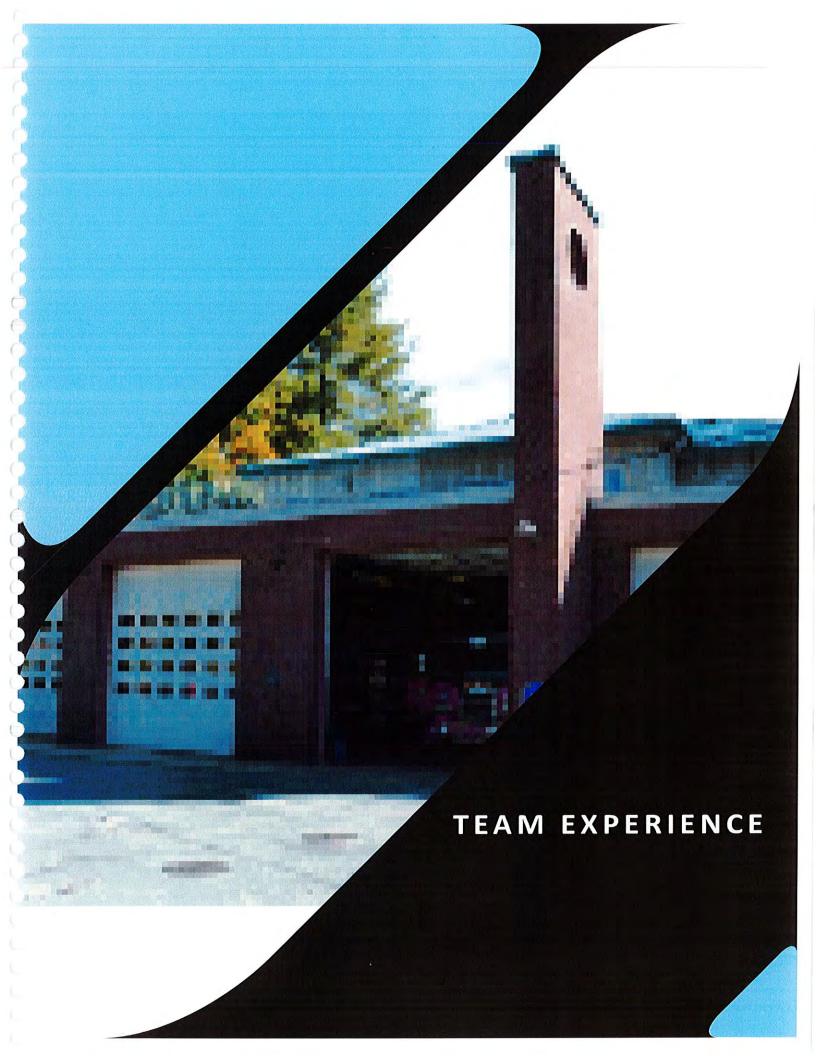
Owner's Name and Contact: City of Hendersonville, Lew Holloway- Community Development Director (828) 233-3216

Project Name: Seventh Avenue Streetscape Improvements Project Location: Seventh Avenue Hendersonville, NC 28739

Detailed Description: Streetscape project including master planning, site design, community engagement, stormwater design, sidewalk, site amenities, coordination with City on utility relocation and grading plans, graphics.

Start & Completion Dates: Construction slated to begin in Fall 2021 and be completed by Spring 2022. Design & Construction cost and number of change orders: Proposed and final design cost amount to approximately \$80,000. Construction has not begun.

Project Staff & Roles: Hunter Marks- Master Planning, Site Design, stormwater infrastructure design, public engagement, client management. Brooke Alexander- Master planning, site design, graphics, stormwater infrastructure design, landscape plans, public engagement.



SIMILAR PROJECTS

The Tamara Peacock Company has completed Fire Department projects similar your proposed Fire Station including but not limited to:

Tower and Burn Building Fire Training Center for the Henderson County Fire and Rescue

Association at Blue Ridge Community College

Substation for Green River Volunteer Fire Department

Valley Hill Volunteer Fire and Rescue Station #4. This was a FEMA

Recovery Act project.

Substation for Leicester fire Department

Plantation Fire Station #2 with Training Facility

Deerfield Emergency Operation Center/Training Facility

Substation for Etowah-Horse Shoe Volunteer Fire Department

Seven Falls Substation

Barnardsville Fire Department

Connestee Fire Department #2

Mills River Volunteer Fire Department Stations #4 and #3

Addition to Maggie Valley Fire Department

Iron Duff Fire Department

Sunrise Public Safety Complex

Renovations to Coral Springs Fire Station #3

Remodeling to Coconut Creek Fire Station

Valley Hill Fire and Rescue Maintenance Building

Addition to Blue Ridge Fire and Rescue









SIMILAR PROJECTS

GREEN RIVER VOLUNTEER FIRE DEPARTMENT

The Tamara Peacock Company provided architectural services for a new, ground up volunteer fire and rescue response services department. This was a 7,650 SF station on 1.47 acres which houses 4 new bays, offices, and a two story substation in North Carolina. TTPCA led the team of professionals from the schematic design and programming, all the way to construction. This included site plan approval, construction documents, budgeting, permitting, bidding and construction administration.

O ROLE: PRIME ARCHITECT

PROJECT STAFF: TAMARA PEACOCK- Project Architect JOEY BURNETT- Project Manager

PROJECT SCHEDULE: ON - TIME

♦ COMMENCEMENT DATE: 2014

♦ COMPLETION DATE: 2015

♦ CONSTRUCTION COST: \$750,000

♦ CONTACT: Dustin Nicholson - Assistant

Fire Chief (828) 674-8415



VALLEY HILL FIRE DEPARTMENT

As part of the FEMA's Recovery Act Project in 2010, our Team was hired as the Prime Architect to design a brand new fire station for Valley Hill – Fire Station No. 4. The project was designated for a Volunteer Fire Department and consisted of a 2 story, 3-bay fire station, built out of pre-engineered steel and CMU. The plan consisted of offices, sleeping quarters and medical supplies since the EMT personnel operate out of this station. As the Prime Architect, our Team was responsible for the preliminary design, design development, construction documents, permitting and construction administration. We saw the project through from the initial design phase through to construction completion. With such success of the project, our team was asked to design another volunteer station in Green River.

♦ ROLE: PRIME ARCHITECT

♦ PROJECT STAFF: TAMARA PEACOCK- Project Architect

O PROJECT SCHEDULE: ON - TIME

♦ COMMENCEMENT DATE: 2013

♦ COMPLETION DATE: 2014

♦ CONSTRUCTION COST: \$1,500,000

CONTACT: Matthew Hossley

828-692-0662



SIMILAR PROJECTS

PALM BEACH GARDENS FIRE STATION NO. 2

Provided architectural services to create the design criteria package and planning services for Fire Station No. 2. The criteria included design for: apparatus bay (ceiling and floor plan), multipurpose day room, watch room, officer's quarters, typical bunk rooms (8 rooms- ceiling and floor plan), kitchen, medical supply storage, janitorial closet, public restrooms and typical bunk room restrooms. Our basic services included: creating design specifications to be coordinated for design/builders in CSI format, which included providing 3 optional products or "equal" or performance specification. These were created to 90% completion to allow for design teams to add sections based on their design. Produced a schematic/diagrammatic design for the proposed project. Our team conducted meetings with the fire department and consulted with personnel to incorporate their preferences. This helped delineate sizes and relationships to programmatic spaces without dictating the floor plans. Research of current building and zoning codes to foresee any possible building and/or planning issue that may arise. This also included soil boring tests, landscaping requirements/buffers and all pertinent research to verify codes.

O ROLE: PRIME ARCHITECT

PROJECT STAFF: TAMARA PEACOCK-Project Architect CRISTIN PEACOCK- Project Coordinator

PROJECT SCHEDULE: ON - TIME

♦ COMMENCEMENT DATE: 2014

♦ COMPLETION DATE: 2015



FLETCHER TOWN HALL AND POLICE DEPARTMENT

The Design Team incorporated energy efficient HVAC technology, sunscreens and high insulation values into this 30,000 square foot project which includes the town hall and police department for the Town of Fletcher. This USDA-funded project has the Public Safety Headquarters on the garden level, the assembly chambers and public services on the first level, and the town offices and a gathering space on the second level.

♦ ROLE: PRIME ARCHITECT

♦ PROJECT STAFF: TAMARA PEACOCK- Project Architect

PROJECT SCHEDULE: ON - TIME

♦ COMMENCEMENT DATE: 2014

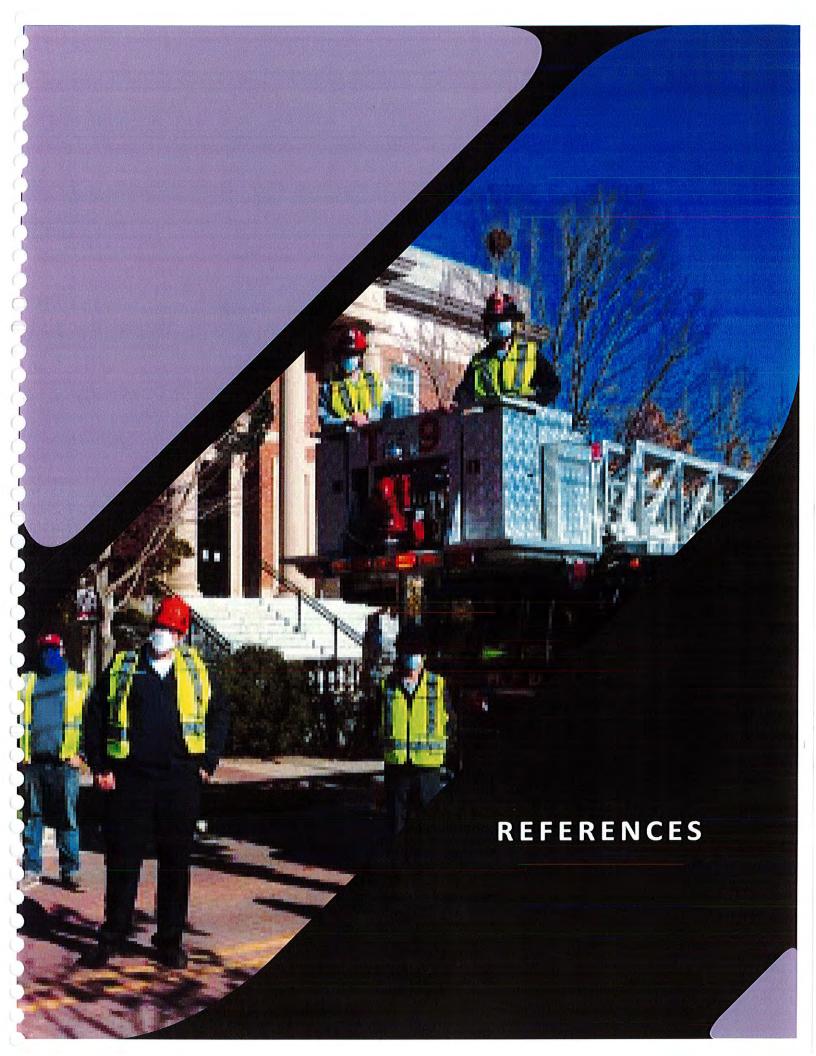
♦ COMPLETION DATE: 2014

♦ CONSTRUCTION COST: \$7,500,000

O CONTACT: Mark E. Biberdorf

828-687-3985





REFERENCES

Dustin Nicholson- Fire ChiefGreen River Volunteer Fire Department

(828) 674-8415 1300dino@gmail.com

Todd Engle- City EngineerPalm Beach Gardens Fire Station No. 2

(561) 804-7012

Matthew Hossley-Battalion Chief

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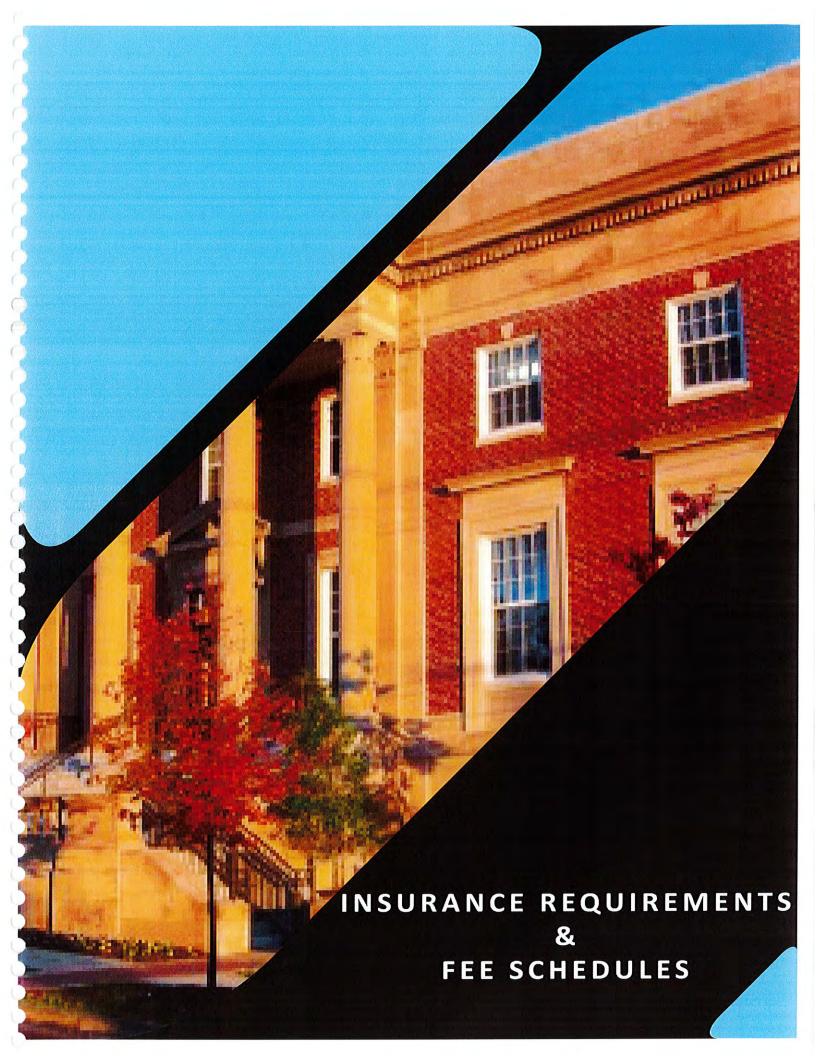
Valley Hill Fire Department

(828) 692-0660

Mark E. Biberdorf- Town Manager

Fletcher Town Hall and Police Station

828-687-3985 m.biberdorf@fletchernc.org



INSURANCE REQUIRMENTS

3/2/2020

Vendor Details



State of North Carolina electronic Vendor Portal System

Search for Vendor Information

Return to Result List

Tamara

Detail Information

Contact: Tamara Peacock

Added on: 8/21/2013

11:31:10 AM

Address: 104 1st Avenue East, Suite A

PO Box 86

Hendersonville, NC 28792

HENDERSON **United States**

Phone: 828-696-4000

Fax: 828-696-4952

Toll Free:

Email Address: tamara@tamarapeacock.com

Small Business: Yes HUB Certified: Yes W Business Type: Corporation

Service Type/License/Work Classification

Electrical Contractor - NONE

Architectural Service

Registered Construction Codes

01400 Quality Requirements (Architecture/Design)

Registered Commodities

906 Architectural Services, Professional

INSURANCE REQUIREMENTS



ACORD

CERTIFICATE OF LIABILITY INSURANCE

PEACO-3 OP ID: LW

BATE (MMCOYYY) B3(75/7622

THIS CERTIFICATE IN HISUED AS A MATTER OF INFORMATION CHLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFINIATIVELY OR MEGATIVELY ANDRO, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES HELOW. THE CERTIFICATE OF BEURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE BALLOUS INSURERYS), AUTHOROSED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. PORTANT: If the putilizate helder is an AUDITICINAL RESIDEN, the pullpyline) must be entermed. If SUBROGATION is WAVED, entities to that terms and constituen of the policy, carbon policies may require an analysement. A chalceural on this carbincale close not contact rights to the carifficula holder in Jean of such embousement(e). ⁶⁷ Lynette C. Wells Gillard Wells Innounce 750 Cent Propert Road Part Luciardole, FL 33534 Lynollo C. Wells 954-5E3-1M1 Mark 954-563-1845 Lynetic Agilforducts.com CHOURGRAP APPOROUNT CONTRACT 16400 necessaria : Aspen American Insurance Oc-The Tensors Peacock Company The Tensors Peacock Company Architects of Florida 1512 Earl Brown Blad. MANAGER B: NAMED IN C : MANUFACTOR D: Satis 102 MANUFACTURE E. Fort Lauderdale, FL 33391 mr: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERSO INDICATED. INSTRUMENTATIONS ANY REQUIREMENT, TERM OR CONDITION OF MY CONTRACT OR DTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE BRUED OR MAY PERTAIN, THE BEBRANCE AFFORCED BY THE POLICIES DESCRIBED HEREIN IS BUSINEST TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF BLACH POLICIES, LINITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLASSES.

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ACCORDANCE WITH THE POLICY PREVIOUS.

##71WARD REVIOUS C. W.L.C.S.

FEE SCHEDULE

Professional Fee Schedule

Effective January 1, 2022

SERVICE PROVIDED	HOURLY RATE
Principal	\$250.00
Principal Associate	\$220.00
Project Architect	\$200.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Architectural Designer	\$150.00
Business Administration Manager	\$95.00
Administrative Assistant	\$85.00
Marketing Coordinator	\$85.00

THE TAMARA PEACOCK COMPANY architects

FEES/REIMBURSABLES

Reimbursable Fee Schedule

Effective March 31,2022

DESCRIPTION		AMOUNT
8 ½" x 11" Facsimiles		\$ 4.00 ea.
8 ½" x 11" Copies		\$.20 ea.
8 1/2" x 11" Color Copies		\$ 4.00 ea.
8 ½" x 14" Copies		\$.30 ea.
Reproductions		
11"x 17" Blackline Print		\$ 4.00 ea.
24"x 36" Sepia		\$ 16.00 ea.
24"x 36" Mylar		\$ 30.00 ea.
24"x 36" Blackline Print		\$ 6.00 ea.
Color Prints Unmounted	Color	Glossy Color
8 ½" x 11"	\$ 4.00 ea.	\$ 10.00 ea.
8 ½" x 14"	\$ 8.00 ea.	\$ 20.00 ea.
11" x 17"	\$ 8.00 ea.	\$ 20.00 ea.
18" x 24"	\$ 10.00 ea.	\$ 30.00 ea.
24" X 36"	\$ 10.00 ea.	\$ 30.00 ea.
Mounted Boards	Color	Black & White

Mounted Boards	<u>COIOI</u>	Diack & Wille
11" x 17" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
11" x 17" Glossy Color Boards	\$ 50.00 ea.	\$ 40.00 ea.
24" x 36" Color Boards	\$ 80.00 ea.	\$ 60.00 ea.
24" x 36" Glossy Color Boards	\$ 100.00 ea.	\$ 70.00 ea.
30" x 40" Color Boards	\$ 80.00 ea.	\$ 60.00 ea.
30" x 40" Glossy Color Boards	\$ 100.00 ea.	\$ 70.00 ea.
40" x 60" Color Boards	\$ 100.00 ea.	\$ 70.00 ea.
40" x 60" Glossy Color Boards	\$ 120.00 ea.	\$ 90.00 ea



Please visit our website to view additional projects: www.tamarapeacock.com

THE TAMARA PEACOCK COMPANY Architects

FLORIDA HEADQUARTERS

1512 E BROWARD BLVD FORT LAUDERDALE, FL 33301 PHONE: 954.728.8000 FAX: 954.728.9225

NORTH CAROLINA OFFICE

104 FIRST AVENUE EAST, SUITE A
HENDERSONVILLE, NC 28792
PHONE: 828.696.4000
FAX: 828.696.4952

<u>ATTACHMENT I</u>

FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

This <u>FUNDING PROCEDURAL REQUIREMENTS ADDENDUM</u> (this "Addendum") is entered into by and between Contractor [<u>Tamara Peacock</u>], a [_] ("Contractor"), and County of Henderson, a body corporate and politic of the State of North Carolina ("County"), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, the County has received, either as a Recipient or Subrecipient (as each such term is defined in <u>Section I</u> hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

WHEREAS, the County contemplates paying, in part or in whole, for the cost of the Contract (as defined in <u>Section I</u> hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

WHEREAS, the County has determined that compliance with the provisions of ARPA and the Regulatory Requirements and 2 C.F.R. Part 200 et seq. should be required in this Contract.

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, County must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, the County shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and County do mutually agree as follows:

AGREEMENTS

- I. <u>Definitions</u>. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this <u>Section I</u>.
 - a) "ARPA" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

- b) "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.
- c) "Applicant" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
- d) "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
- e) "Contract" shall mean the legal instrument by which the County, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- f) "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from the County.
- g) "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work..").
- h) "Government" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").
- i) "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference ("The term laborer or mechanic includes at least those workers duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

- j) "Recipient" shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- k) "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- 1) "Subcontractor" shall mean an entity that receives a Subcontract.
- m) "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. Equal Employment Opportunity

- a) If this Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a

formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(viii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- ix. The County agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- x. The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- b) If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I(a) of this Contract shall not apply.

III. Copeland "Anti-Kickback" Act

a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. The County shall report all suspected or reported violations to the U.S. Department of the Treasury.

IV. Contract Work Hours and Safety Standards Act

- a) Overtime Requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Section [IV(a)] (Overtime Requirements) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section [IV(a)] (Overtime Requirements) above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section [IV(a)] (Overtime Requirements) above.

- c) Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section [IV(b)] (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- d) Subcontracts. Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any first tier Subcontractor or lower tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).
- e) Payroll and Records. Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the U.S. Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- f) Exceptions. None of the requirements of Section [IV] of this Addendum shall apply if this Contract is (1) a Contract for (i) transportation by land, air, or water; (ii) the transmission of intelligence, (iii) the purchase of supplies or materials or articles ordinarily available in the open market, or (iv) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made Under a Contract or Agreement

a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government Purposes", any subject data or copyright described below. "Government Purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.

- i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Department of the Treasury to make available to the public, either the Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Contractor.
- d) Nothing contained in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- f) For the purposes of this <u>Section V</u>, "subject data" means "recorded information, whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contact." Examples of 'subject data' include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VI. Clean Air Act and Federal Water Pollution Control Act

a) Clean Air Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

b) Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

VII. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, the County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- b) If this Contract is a covered transaction as set forth in Section [VII(a)] above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) The County shall not make any payments of Federal financial assistance to Contractor, and (3) The County shall have no obligations to Contractor under this Contract.
- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County.
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to The County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

a) Contractor certifies to the County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B), shall be forwarded from Tier to Tier up to the County who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of this Section [VII(a)] to be included in all Subcontracts. This certification is a material representation of fact upon which the County has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

- b) Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with the County the Certification in <u>Attachment 1</u> to this Addendum, which is attached hereto and incorporated herein.
- c) Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding \$100,000 to file with their Tier above it the Certification in <u>Attachment 1 to this</u> Addendum, which is attached hereto and incorporated herein.

IX. Procurement of Recovered Materials

- a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000, or (2) the total value of such designated items acquired during the County's preceding fiscal year exceeded \$10,000.
- b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meeting Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) Definitions. Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section X(a):
 - i. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones / towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - ii. "Covered Foreign Country" means the People's Republic of China.

- iii. "Covered **Telecommunications** Equipment Services" ortelecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
- iv. "Critical Technology" means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) for reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
- v. "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- vi. "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- vii. "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

viii. "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - Enter into, extend, or renew contracts with entities that use Covered
 Telecommunications Equipment or Services as a Substantial or
 Essential Component of any system, or as Critical Technology as part
 of any system; or
 - 4. Provide, as part of its performance of this Contract, any Subcontract, or any other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) Exceptions.

- i. This clause does not prohibit Contractor or Subcontractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming or Interconnection Agreements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment that:
 - a. Are not used as a Substantial or Essential Component of any system; and
 - b. Are not used as Critical Technology of any system.
 - 2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) Reporting Requirement

- i. In the event Contractor identifies covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in paragraph [(d)(2)] of this clause to the County, unless elsewhere in this Contract are established procedures for reporting the information.
- ii. Contractor shall report the following information to The County pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e) Subcontractor. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. Domestic Preferences for Procurements

- a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this <u>Section XI</u> in any Subcontracts.
- b) For purposes of this Section XI, the following terms shall mean:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 - ii. "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under N.C. Gen. Stat. § 143-128.4(a), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- a) Contractor agrees to provide the County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b) Contractor agrees to retain all records covered by this <u>Section XIII</u> through December 31, 2031.

XIV. Conflicts of Interest; Gifts & Favors

- a) Contractor understands that (1) The County will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the [Conflict of Interest Policy] of the County, the Regulatory Requirements (including, without limitation, 2
 - C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234,3(a)).
- b) Contractor certifies to the County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the County involved in the selection, award, or administration of this Contract (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.
- c) Contractor certifies to the County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the County. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.
- XVI. <u>Other Non-Discrimination Statutes</u>. Contractor acknowledges that the County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto

XVII. <u>Miscellaneous</u>

- a) <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), the County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- b) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), the County encourages Contractor to adopt and enforce policies that ban text messaging while driving.
- **XVIII.** <u>Conflicts and Interpretation</u>. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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By: The Tamara Peacet Co. Architects
By: The Tamara Peace Co. Architects
Name: Tamara Pencoule
Title: Icusidant
COUNTY OF HENDERSON:
Ву:
Name:
Title:
This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act. N.C.G.S. 159-28(a).
Henderson County Finance Director

ATTACHMENT 1 TO

FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

APPENDIX A, 31 C.F.R. PART 21 - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit <u>Standard Form-LLL</u>, "<u>Disclosure Form to Report Lobbying</u>," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7/15/2022 Date

ATTACHMENT 2 TO

FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

DEBARMENT CERTIFICATION FORM The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds, nor any subcontractors or suppliers:

- (a) Are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency:
- (b) Have within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Have within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this day of	July , 20 22
By www wood Authorized Signature for Contractor	
Tamar Icalock, Printed Name and Title	President

	Unique Entity Identification
MWBE Certification Received	Minority and Women Owned Business (MWBE) certification, if applicable. MV
W9 Received	Completed IRS W-9 form dated within calendar year and signed by authorized personnel.
and the second s	Истинофоспасор
	27-1688215
	A STATE OF THE PROPERTY OF THE
tamara@peacockarchitect.com www.tamarapeacock.com	6-4000 828-696-4952
	School-hamber - The second of
nt	Tamara Peacock President
	Contact/Name : **
	105 South Main Street, Hendersonville, NC 28792
	Mailing Address .
	Tamara Peacock Company Architects
	Company/Firm Name
on Form	Attachment II: Vendor Information Form

STANDARD Arch FORM (SF) and 254

Architect-Engineer and Related Services Ouestionnaire

Form Approved OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

roose:

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnalire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

efinitions:

"Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation. "Parent Company" is that firm, company, corporation, association or conglomerate which is

rateric company is that fifth, company, corporation, association of conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate offices, associates, administrators,

"Discipline" as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions of Filing (Numbers below correspond to numbers contained in form):

- Type accurate and complete name of submitting firm, its address, and zip code.
 Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of that office.)
- Provide date the firm was established under the name shown in question 1.
 Show date on which form is prepared. All information submitted shall be on the contract of the contract of
- Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
 - 4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).

- 5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
- 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
 - List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
- Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
 - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
 8. Show total number of employees by discipline in submitting office. (*If form is being.)
- 8. Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.

STANDARD **Ar** FORM (SF) an

254

Architect-Engineer and Related Services Questionnaire

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

Ranges of Professional Services Fees

NDEX

- 1. Less than \$100,000 5. \$
 - 2. \$100,000 to \$250,000 3. \$250,000 to \$500,000
- 5. \$1 million to \$2 million 6. \$2 million to \$5 million
- 000 7. \$5 million to \$10 million
 - 4. \$500,000 to \$1 million 8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list**. (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a maximum of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number in as total of all project examples does not exceed thirty (30). After each code number in "JV." part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

- 12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.
 - 13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

			Telescopes Railroad: Ranid Transit	Recreation Facilities (Parks, Marinas	Etc.)	Rehabilitation (<i>Buildings; Structures;</i> Facilities)	Resource Recover; Recycling	Radio Frequency Systems & Shieldings	Rivers: Canals; Waterways; Flood Control	Safety Engineering; Accident Studies;	OSHA Studies Security Systems: Intriider & Smoke	Detection	Seismic Designs & Studies	Sewage Collection, Treatment and	Disposal Soils & Goologic Studies: Foundations	Solar Energy Utilization	Solid Wastes; Incineration; Land Fill	Special Environments; Clean Rooms,	Etc.	Structural Design, Special Structures	Surveying:; Platting; Mapping; Flood Plain Studies	Swimming Pools	Storm Water Handling & Facilities	Telephone Systems (Rural; Mobile:	Intercom, Etc.)	Testing Inspection Services	Towers (Soft Supporting & County	Systems)	Tunnels & Subways	Urban Renewals; Community	Development	Offittes (548 & 5784m) Value Analysis: Life-Cycle Costing	Warehouses & Deports	Water Resources; Hydrology; Ground	Water	Water Supply: Treatment and Distribution	will fullified; research/Testing Facilities Design	racinities Design Zoning: Land Use Studies	Continuing Contracts	Fire Stations					
	085	086	087	088		680	060	091	092	093	094		095	960	097	098	660	100	,	5 5	70	103	104	105	į	106	20,0	2	109	110	7	112	113	114	,	115	-	117	201	202	203	204	202		
	Graphic Design	Harbors; Jetties; Piers, Ship Terminal Facilities Heating: Ventilating: Air Conditioning	Health Systems Planning	Highrise; Air-Rights-Type Buildings	Highways; Streets; Airfield Paving	Parking Luts Historical Preservation	Hospital & Medical Facilities	Hotels; Models	Housing (Residential, Multi-Family;	Apartments; Condominiums) Hydraulics & Pneumatics	Industrial Buildings; Manufacturing Plants	Industrial Processes; Quality Control	Industrial Waste Treatment	Interior Design; Space Planning Irrigation: Drainage	Integration, praintage Judicial and Courtroom facilities	Laboratories; Medical Research	Facilities	Landscape Architecture	Libraries; Museums; Galleries	Lignung (menors; Display: Theatre, Etc.) Lighting (Exteriors: Streets: Memorials:	Athletic Fields, Etc.)	Materials handling Systems; Conveyors;	Sorters	Metallurgy	Military Posice Standard:	Militaly Design Standards Mining & Mineralogy	Missile Facilities (Sitos: Fuels: Transport)	Modular Systems Design; Pre-Fabricated	Structures or Components	Naval Architecture; Off-Shore Platforms	Nuclear Facilities; Nuclear Shielding Office Building: Industrial Darks	Oceanographic Engineering	Ordnance; Munitions; Special Weapons	Petroleum Exploration; Refining	Petroleum and Fuel (Storage and	Distribution) Pipelines (Cross-Country - Houid & Gas)	Planning (Community, Regional	Areawide and State)	Planning (Site, Installation, and Project)	Plumbing & Piping Design	Pneumatic Structures, Air-Support Buildings	Postal Facilities	Power Generation, Transmission. Distribution	Prisons & Correctional Facilities	
	041	0.42	044	045	046	047	048	049	020	051	052	053	054	055	057	058	[059	090	260	1	063	;	064	065	060	068	690		070	270	073	074	075	9/0	770	078		019	080	081	082	S C C	084	
Experience Profile Code Numbers	for use with questions 10 and 11	Acoustics, Noise Abatement	•	-	Farm Mechanization 1 Air Pollution Control		•	ə Alrports; Terminais & Hangars; Freight Handling	- '	•	•			centerers (<i>Praining & Relocation</i>) Chemical Processing & Storage	_		6 Cold Storage; Refrigeration; Fast Freeze	Commercial building (10W rise): Showing Confer			_	_	Management Construction Management			_				Uning hairs: Clobs; Restaurants Frological & Archeological				Elevators; Escalators; People-Movers		_	•				Fisheries; Fish Ladders Forestry & Forest Droducts		_	_	
ŭ	ō.	00	005	003	004	000	2	9 —	000	008	600	010	100	013	014	015	5 5	5	018		019	020	021	020	i >	023	024	025	070	028	i >	029	030	03.0	3	033		034	035	036	037	039	I	040	

STANDARD	1. Firm Name/Business Address:	:	2. Year Present Firm	3. Date Prepared:
FORM (SE)			Established	-
	The Tamara Peacock Company Architects 105 South Main Street		Established 1994	07/13/2022
724	Hendersonville, NC 28792		4. Specify type of ownership and check below, if	ind check below, if
Architect-Engineer and Related Services			applicable.	
Questionnaire				SS
	1a. Submittal is for 🛛 Parent Company 🔲 Branch or	Branch or Subsidiary Office	X C. Woman-owned Business	
5. Name of Parent Company, if any		ompany Name(s), if	5a. Former Parent Company Name(s), if any, and Year(s) Established:	
6. Names of not more the	6. Names of not more than Two Principals to Contact: Title/Telephone			
1) Tamara Pea∞ck, A	1) Tamara Peacock, Architect, R.A. President, (828) 696-4000			
쥣	Cristin Peacock, Architect R.A., AIA, Vice President, (954) 728-8000			
7. Present Offices: Cit	City / State / Telephone / No. Personnel Each Office		. Total Personnel 16	
Hendersonville, North Fort Lauderdale, Flori	Hendersonville, North Carolina/ (828) 696-4000/ 8 Fort Lauderdale, Florida/ (954) 728-8000/ 8			
8. Personnel by Discipline:	(List each person only once, by primary function.) Electrical Engineers	Oceanographers		
3 Architects	Estimators	Planners: Urban/Regional	al	
Chemical Engineers	Geologist	Sanitary Engineers		
Construction Inspectors	— Hydrologists —— 1 Interior Designers	Solls Engineers Specification Writers		
8 Draftsmen	—— Landscape Architects ——	Structural Engineers		
Ecologists	Il Engineers	Surveyors		
Economists		Transportation Engineers		
9. Summary of Professional Services Fees Received: (Insert index pumber)	nal Services Fees Last 5 Years (most recent year first)	t year first)	Ranges of Professional Services Fees	səə
יייייייייייייייייייייייייייייייייייייי	2921 <u>2920</u> <u>2919</u> <u>2</u> 918	8 2917	1. Less than \$100,000	
Direct Federal contract work, including overseas All other domestic work	k, including overseas 0 0 0 0	0		
All other foreign work*			4. \$500,000 to \$1 million 5. \$1 million to \$2 million	
*Firms interested in foreign w	*Firms interested in foreign work, but without such experience, check here:		6. \$2 million to \$5 million 7. \$5 million to \$10 million 8. \$10 million or greater	

Total Gross Fees (in thousands)			Completion Date (Actual	2015	2014	4-2014	2015	2022	2016	2018
Number of Tota Projects (in			Cost of Work (in thousands)	\$750,000	\$1,500,000	\$7.5 Million	\$2.6 Million	\$1.2 Million	000'008-+\$	\$+-800,000 2018
Profile Nu Code P										GTAANS
Total Gross Fees (in thousands)	327 21) 327 22) 347 23) 7650 24) 25) 26) 27) 28) 29)		Owner Name and Address	Dustin Nicholson, Assistant Fire Chief 1524 Old US 25 Hwy Ziroonia, NC 28790	Matthew Hossley 1675 Willow Road Hendersonville, NC 28739	Mark E. Biberdorf, Town Manager Town of Fetcher 300 Old Cane Creek Road Fletcher, NC 28732	Keith Bryer, Fire Chief 11025 Campus Drive Palm Beach Gardens, Florida 33410	Kevin Waldrup 180 West Campus Drive Flat Rock, NC 28731	Ted Godleski 1563 Alexander Road Leicester, NC 28748	Chris Carver, Fire Chief 2925 Soco Road Maggie Valley, NC 28751
Number of T Projects	26.8.8		Owner	• Dustin Ni 1524 Old Zirconia,	Matthew 1675 Will Hendersc	Mark E. B Town of F 300 Old C Fletcher, I	Keith Bryer 11025 Car Palm Beac	Kevin Waldrup 180 West Cam Flat Rock, NC 2	Ted Godleski 1563 Alexand Leiœster, NC	Chris Car 2925 Soc Maggie V
Profile Nur Code Pr	- + O O		uc			œ Department	lation No. 2 a 33410	s Training Center for the Rescue t Rock, NC 28731		re Department
Profile of Firm's Project Experience, Last 5 Years Profile Number of Total Gross Fees Projects (in thousands)		5 Years	Project Name and Location	. Green River Fire Department 1524 Old US 25 Hwy Zirconia, NC 28790	Valley Hill Fire Department 1675 Willow Road Hendersonville, NC 28739	3 New Fletcher Town Hall & Police Department (USDA Project) 300 Old Cane Creek Road Fletcher, NC 28732	Palm Beach Gardens Fire Station No. 2 11025 Campus Drive Palm Beach Gardens, Florida 33410	Tower and Bum Building Fire Training Center for the Henderson County Fire and Rescue 180 West Campus Drive Flat Rock, NC 28731	Leiœster Fire Station #2 15 School Road Leiœster, NC 28748	Addition to Maggie Valley Fire Departm 2901 Soco Road Maggie Valley, NC 28751
n's Project Experi Number of Projects	407777	Last	"P," "C," "JV," or "IE" P	<u>. </u>	2 2	31 B	4	٦ ح	9	7
Profile of Firm Profile	1) 088 2) 089 3) 017 4) 027 5) 029 6) 035 7) 047 8) 049 9) 050	11. Project examples,	Profile "P Code "J	202	202 F	057, 072, 008 & 094	202	202 F	202	202

2006	March 2018	December 2017	2016	2015	2015	2015	2015	\$120,000	2018	12-2013	2018
7.8 Million	\$4 Million	\$540,000	\$300,000.00	\$630,000	\$450,000.00	\$1.7 Million	\$450,000	\$120,000	\$500,000	\$483,000	\$500,000
City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach Florida	Cornel Broenner, General Manager Dernmel, Inc. 110 Commercial Boulevard Flat Rock, NC 28731	Chris Hykin, Production Director, Fletchers Operation Smartrac 267 Cane Creek Road Fletcher, NC 28732	Robert Cames Air Vent Exteriors 182 Brevard Road Arden, NC 28704	Marc Garrett, Operations Manager Barry Callebaut U.S.A. LLC 51 St Paul Road Hendersonville. NC 28792	Brian Austin Austin Construction and Grading Company PO Box 976 Horseshoe, NC 28742	Trey Ford, Vice-President Cooper Construction 761 Allen Road Flat Rock, NC 28731	Greg King 2301 Hendersonville Road Arden, NC	Jessica Bowers, Owner Burgerworx 638 Spartanburg Highway, Suite 10A Hendersonville, NC 28792	YMCA 30 Woodfin Street Asheville, NC 28801	Salley Stepp, Executive Director SAFE, INC. PO Box 2013 Revard NC 28713	YMCA Regional Offices 30 Woodfin Street Asheville, NC 28801
8 Deerfield Beach Fire Station and Emergency Management 71 SE 21st Avenue Deerfield Beach Florida	9 New Manufacturing Facility for Demmel, Inc. Mills Street (Old Fairground Site) Hendersonville, NC	10 New Office Renovations for SMARTRAC 267 Cane Creek Road Fletcher, NC 28732	11 Storage and Distribution Facility for Air Vent Exteriors Air Vent Exteriors 182 Brevard Road Arden, NC 28704	12 Interior Renovations for Mona Lisa Foods 51 St Paul Road Hendersonville, NC 28792	13 Sonrise Fitness Center for Brian Austin 20 Etowah Town Square #10 Etowah, NC 28729	14 Warehouse/Manufacturing Addition for American Quality Foods with Cooper Construction 353 Banner Farm Road Mills River, NC	15 New Metal Building for Greg King 2301 Hendersonville Road Arden, NC	16 Burgerworz Tenant Upfit 638 Spartanburg Highway, Suite 10A Hendersonville, NC 28792	17 YMCA Renovations Brevard Road Location Hendersonville, NC	18 SAFE, INC. 9 Bed Wing Addition for Stacey's House Transitional Housing (NC Housing Agency Funded) Brevard, NC 28790	19 YMCA Regional Offices 30 Woodfin Street Asheville, NC 28801
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202	052	052	052	052 & 089	088 & 017	052	620	720	880	050 & 094	880

2013	December 2018	2017-2018	Late 2018	December 2018	2017	2017	2017	December 2018	2016	2017	
\$127,000	\$2,695,000.00	Condos - \$5 Million – Townhomes - \$2 Million	Condo \$9.5 Million Hotel Restoration \$1 Million	\$4,576,150.00	\$4.2 Million	\$1.2 Million	\$2 Million	\$3,669,000.00	\$650,000	\$2.3 Million	Date: July 13, 2022
Marcus A. Jones, P.A. Director Henderson County Engineering 1 Historic Courthouse Square, Suite #6 Hendersonville, NC 28792	Broward County Schools 600 SE Third Avenue Fort Lauderdale, Florida 33301	Mike Cheezem, CEO JMC Communities 2201 4th Street North, Suite 200 Saint Petersburg, Florida 22704	Joseph Samaha Block 40, LLC 290 Federal Highway Hollwycod, Florida 33020	Broward County Schools 600 SE Third Avenue Fort Lauderdale, Florida 33301	Joanne Schlissel, Principal Miramar Elementary School 6831 SW 26th Street Miramar, Florida 33023	Sanjive Kapur, Corporate Project Design Engineer Barry Callebaut U.S.A. LLC 600 West Chicago Avenue, Suite 860 Chicago Illinois 60654	Magdalini Fliska, Project Manager Barry Callebaut U.S.A. LLC 1500 Suckle Highway Pennsauken New Jersey 08111	Broward County Schools 600 SE Third Avenue Fort Lauderdale, Florida 33301	Magdalini Fliska, Project Engineer Barry Callebaut U.S.A. LLC 1500 Suckle Highway Pennsauken, New Jersey 08111	Marina Rashid, School Leader 11500 Westview Drive Coral Springs, Florida 33076	Typed Name and Title: Tamara Peacock, Architect, R.A. President
Henderson County Athletics & Activity Center 708 South Grove Street Hendersonville, NC 28792	21 Norcrest Elementary School Renovation 3951 NE 16 Avenue Pompano Beach, Florida 33064	 22 Historic Consultation Architectural Services for Belleview Blitmore 275 Belleview Boulevard Belleair, Florida 33756 	23 Historic Consultant/Architectural Services for Great Southem Hotel 1818 Hollywood Boulevard, Hollywood, Florida 33020	24 Hollywood Central Elementary School Renovation 1700 Monroe Street Hollywood, Florida 33020	25 Miramar Elementary School Renovation 6831 SW 26th Street Miramar, Florida 33023	26 Interior Renovations for World's Finest Plant 4801 S. Lawndale Avenue Chicago, Illinois 60632	27 1 Approximately 58,140 sf Manufacturing Tenant Upfit for American Almond 9155 River Road Pennsauken. New Jersey 08111	28 Everglades High School Renovation 17100 SW 48th Ct Miramar, Florida 33027	29 Research and Development Lab 1500 Suckle Highway Building B Pennsauken, New Jersey 08111	30 Eagle Ridge Elementary School Renovation 11500 Westview Drive Coral Springs, Florida 33076	12. The foregoing is a statement of facts Signature Typed Name and Title
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029, 088 & 035	620	047, 049 &035	052	029	620	052 & 089	052 & 089	029	052	029	12. The forec

STANDARD FORM 254 PAGE 7 (REV. 11.92)