

5.15.2025

Dan Nosbusch, Project Manager

Durham County Engineering and Environmental Services
201 E. Main Street, 5th Floor
Durham, North Carolina 27701

Re: Architectural Services for Conceptual Design and Analysis of the Shoppes of Hope Valley

Dear Dan,

We are pleased to submit this proposal for architectural services—encompassing conceptual design, analysis, and planning—for the Shoppes of Hope Valley in South Durham, NC. The property occupies a strategic location in the Hope Valley neighborhood, directly adjacent to established residential streets and within easy reach of key commercial corridors.

Reimagining this under-used strip center presents a unique opportunity to catalyze the Hope Valley Redevelopment, strengthen pedestrian and transit connections, and support Durham's broader goals for neighborhood revitalization and economic growth.

Building on the City's ongoing planning efforts our study will focus specifically on the Shoppes of Hope Valley site. We will evaluate existing conditions, explore together new programmatic possibilities, and craft a cohesive framework for mixed-use transformation that aligns with community aspirations. This proposal outlines our approach and process and presents a proposed schedule and fee to guide the creation of a visionary master plan for Hope Valley.

Project understanding

The Shoppes of Hope Valley property spans 17 acres in South Durham's Hope Valley neighborhood and is currently occupied by a mid-century strip center anchored by small retailers, grab-and-go food stations, and an expansive surface parking field. Accessed from Martin Luther King Jr. Parkway and South Roxboro Street, the site is dominated by vehicular circulation with limited pedestrian connectivity and no dedicated public gathering spaces.

The study will assess the site's development capacity, explore programmatic prospects, and identify opportunities to improve visibility and accessibility. By reviewing existing planning documents and analyzing the surrounding context, the team will propose land uses for the Shoppes of Hope Valley that complement adjacent developments while remaining appropriate in scale and density.

5.15.2025

Architectural Services for
Conceptual Design Selection

Process

We propose a three-phase planning process that unfolds over approximately seven months, with each phase building upon the last to shape development options, engage stakeholders, and refine the vision. These tasks include:

- **Site Discovery and Visioning**
- **Engagement Alignment**
- **Vision Refinement and Path Forward**

Phase 1: Site Discovery and Visioning (4 months)

This foundational phase focuses on establishing a strong understanding of site conditions, context, and opportunities through analysis and strategic setup.

- **Data Collection and Review**
We will review prior planning documents, including DFI's Options for Next Steps and density studies. Our team will gather GIS data, create a working base map, and begin background analysis.
- **Site and Context Evaluation**
We will assess existing conditions, including social and neighborhood context, zoning and land use regulations, vehicular access and circulation, visibility, and parking. The team will also conduct a preliminary analysis of natural systems and site assets, such as topography and tree cover.
- **Program Strategy and Development Pathways**
We will generate up to three conceptual development pathways that address site and regulatory constraints. This may include identifying potential zoning strategies or regulatory variances that could support successful implementation.
- **Coordination with DFI on Engagement Strategy**
Provide support in shaping the engagement strategy and preparing initial materials to inform future community conversations.

Deliverable: Executive summary memo of key findings and early development pathways, paired with a site analysis presentation.

Phase 2: Engagement Alignment (To be determined, anticipated at approximately 1 month)

This phase focuses on supporting the community engagement process, which will be led by DFI. While the scope, format, and timeline for engagement are still being developed by County leadership, we understand that our role during this phase will be to:

- Attend up to four (4) meetings with County staff and community members.
- Support DFI by presenting development options and answering design-related questions.
- Provide digital engagement materials, including diagrams, renderings, and visual aids to help convey key ideas.

5.15.2025

Architectural Services for
Conceptual Design Selection

Phase 3: Vision Refinement and Path Forward (2 months)

Building on feedback gathered through the engagement process, we will refine the conceptual plans into a more cohesive direction.

- **Concept Refinement**
Update the preferred development pathway(s) based on input received during community and stakeholder engagement, refining layouts, transitions, and strategies.
- **Documentation and Final Presentation**
Compile all work to date into a concise final presentation to support future decision-making by County leadership.

Deliverables: Updated site plans and scenarios, final summary report, and presentation materials.

Project assumptions

Topographical Survey – A survey will be provided that will include property bounds, existing rights of way and easements, utility locations, wetland boundary, stream, and any overhead utility locations, existing topography at 1 foot contour interval and existing vegetated areas.

The proposed fee does not include the following, which can be provided as additional services by the design team:

- Land surveys (including topography, existing buildings, and infrastructure), geotechnical or hydrology reports, and environmental assessments.
- Cost estimating services.
- Professional renderings, physical or digital models, animations, videography, and photography whether produced in-house by Perkins&Will or by third-party studios with design input and direction from our team.
- Additional fundraising or promotional meetings and events beyond those outlined in the scope of work.
- Economic analysis service.
- Attendance at any meetings (in person or virtual) beyond those listed in this proposal.
- Traffic control analysis or planning.
- Environmental or hazardous material assessments or audits.
- Payment of any regulatory permitting/filing/recording fees.
- Rezoning or special use permits.
- Coordination of any owner third-party consultants beyond those listed in this proposal.

5.15.2025

Architectural Services for
Conceptual Design Selection

Compensation

Perkins&Will proposes the following fees for each phase. Invoicing for professional services and expenses will be billed monthly on a percentage complete basis.

- Site Discovery and Visioning
- Engagement Alignment
- Vision Refinement and Path Forward

Phase 1: Site Discovery and Visioning (4 months)	\$ 80,000.00
Phase 2: Engagement Alignment (approx. 1 month)	\$ 10,000.00
Phase 3: Vision Refinement and Path Forward (2 months)	\$ 45,000.00
Total Fee	\$135,000.00
Expenses (estimated)	\$5,000.00
Total Fee & Expenses	\$140,000.00

Reimbursable expenses are in addition to the fee identified above and we expect this number to be adjusted accordingly per actual costs. Typical project expenses (travel, lodging, parking, printing/reproduction, postage and handling of documents) will be billed at cost + 10%. Unusual expenses above and beyond normal project costs will first be approved by the owner prior to expenditure and billing. This may include such things as owner requested out of town travel, surveying, building scanning, regulatory fees, professionally outsourced models, etc.

We thank you for the opportunity to provide services on this project and we look forward to collaborating with you. This is a great opportunity to help reposition the Shoppes of Hope Valley as an exciting destination and key contributor to the community. We hope that this proposal adequately meets your needs. If you have any questions, please do not hesitate to contact us.

Sincerely,



Zena Howard, FAIA
Principal

5.15.2025

Architectural Services for
Conceptual Design Selection

STANDARD OF CARE

Perkins and Will shall perform its services consistent with the professional skill and care ordinarily provided by architects, interior designers, or planners (depending upon the scope of services performed) practicing in the same or similar locality under the same or similar circumstances. Perkins and Will makes no further representation or warranty or guarantee (and none shall be implied by conduct) as to its services, or those of its consultants.

INVOICING AND PAYMENT POLICY

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Perkins and Will's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of Perkins and Will. All invoices for fees and expenses must be paid in full prior to the release of deliverables, including permit documents, prepared in final form as a consequence of the professional services rendered and invoiced.

Additional Services are services not included in Perkins and Will's Basic Services scope but may be required for the Project. Additional services shall arise when the Client materially modifies any initial information provided to Perkins and Will in relation to the Services to be provided, or where the Client directs changes to Services previously provided, or where modifications are otherwise required for reasons outside of the control of Perkins and Will. Perkins and Will shall provide such Additional Services only if mutually agreed upon by Perkins and Will and Client, and Client shall compensate Perkins and Will either at the hourly rates indicated in the Letter Agreement or for a mutually agreed upon fixed fee.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Perkins and Will and Perkins and Will's consultants directly related to the Project. Reimbursable Expenses shall be charged to the Client at cost plus 10% of the expense incurred.

Within the time for payment to become due, the Client shall examine the invoice for accuracy and completeness with respect to the performance of services during the invoiced time period. The Client shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within the time for payment coming due, and will pay any undisputed amounts.

Compensation amounts proposed in the Letter Agreement are valid for thirty (30) days, after which time they are subject to re-evaluation. Hourly rates are subject to annual adjustment.

CLIENT INFORMATION

The Client shall furnish the services of geotechnical engineers, site surveys, environmental surveys, hazardous materials, and other tests, inspections, and reports if reasonably requested by Perkins and Will.

Following its good faith evaluation of the information provided, Perkins and Will shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants as well as upon the implied representation that Perkins and Will may incorporate any documents, graphics, information, and data (in whole or in part) provided by the Client and the Client's consultants into the Instruments of Service without infringing upon the intellectual property rights of any third party. Perkins and Will shall provide

5.15.2025

Architectural Services for
Conceptual Design Selection

prompt written notice to the Client if Perkins and Will becomes aware of any error, omission or inconsistency in such services or information.

Verification of existing conditions and dimensions, if provided, is based on access to visible elements and is not intended to be exhaustive or incontestable. Rather, such verification is intended to confirm the general limits of existing spaces for planning purposes only.

HAZARDOUS MATERIALS

Perkins and Will shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Unless otherwise disclosed and arranged for disposal, the Client represents to Perkins and Will that, to the best of the Client's knowledge and belief, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site, or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site, including the ground water located thereon, is presently contaminated with such substances.

CONTRACTOR MEANS & METHODS

Perkins and Will shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall Perkins and Will be responsible for the Client's construction contractors' failure to perform the construction work in accordance with the requirements of the Contract Documents.

SUSPENSION AND TERMINATION

If the Client fails to make payments to Perkins and Will in accordance with this Agreement, Perkins and Will may suspend its services under this Agreement. If Perkins and Will elects to suspend services, Perkins and Will shall give 7 days' written notice to the Client before suspending services. Perkins and Will shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Perkins and Will shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Perkins and Will's services. Perkins and Will's fees for the remaining services and the time schedules shall be equitably adjusted.

This Agreement may be terminated by either Party by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, the Client shall pay Perkins and Will for services performed and Reimbursable Expenses incurred through date of termination, unless otherwise agreed upon by both Parties.

COPYRIGHT AND LICENSING

Provided Perkins and Will has received all payments properly due under this Agreement, the Deliverables prepared by Perkins and Will for the Project shall become the property of the Client. This conveyance shall not deprive Perkins and Will of the right to electronic data or other reproducible copies of the Deliverables or the right to reuse information contained in them in the normal course of Perkins and Will professional activities.

Use or modification of Perkins and Will's Deliverables in any manner, or authorization of use or modification by others, without the Consultant's professional involvement will be at the Client's

5.15.2025

Architectural Services for
Conceptual Design Selection

sole risk and without liability to Perkins and Will. The Client shall indemnify and hold harmless Perkins and Will, its consultants and agents and employees, or any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of the unauthorized use of the Deliverables, whether such claims are brought in breach of contract, breach of warranty, negligence or other tort or otherwise.

To the extent that the Deliverables (including but not limited to all specifications, details, and plans) include design elements, notes, terms or details that are developed by Perkins and Will, or its consultants, in the course of their respective practice(s) as part of the standardized body of professional knowledge of the respective firm(s) then Perkins and Will, or its consultants, shall retain the ownership of all intellectual property related to such design elements, notes, terms, or details, provided, however, that neither Perkins and Will nor its consultants may utilize aspects of the Deliverables or design components in the context of any other project to the extent that such utilization would produce a project with substantially similar distinctive features taken as a whole. However, Perkins and Will grants Client a perpetual, non-exclusive, royalty free, license to use such details, specifications, and plans in the same manner as permitted for other of Perkins and Will Project Documents.

Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by Perkins and Will, and Perkins and Will makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

Perkins and Will shall have the right to include photographic or artistic representations of the design of the Project among the Perkins and Will's promotional and professional materials. Perkins and Will shall be given reasonable access to the completed Project for such photo documentation. However, Perkins and Will's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Perkins and Will in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for Perkins and Will in the Client's promotional materials for the Project.

DISPUTE RESOLUTION

The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be under the auspices of a recognized, neutral, third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

Perkins and Will and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver includes, without limitation, damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons.

5.15.2025

Architectural Services for
Conceptual Design Selection

LIMITATION OF LIABILITY

The Client acknowledges that Perkins and Will and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of Perkins and Will, or its consultants, in the execution or performance of the Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.