



**COUNCIL MEETING
SEPTEMBER 15, 2025
6:30 P.M.**

ORDER OF BUSINESS

1. PLEDGE TO FLAG
2. INVOCATION
3. APPROVAL OF AGENDA
4. CONSENT AGENDA ITEMS
5. PUBLIC HEARINGS
 - i. ORDINANCE to Extend Corporate Limits - Gordon Road - Parcel ID 05I05021E (continuing until October 20, 2025)
 - ii. ORDINANCE to Amend Zoning - Gordon Road - Parcel ID 05I05021E (continuing until October 20, 2025)
6. 1st OPEN FORUM
7. REGULAR BUSINESS:
 - a. MAYOR FLETA BYRD
 - b. TOWN ADMINISTRATOR'S REPORT - Leighanna Worley
 - i. Review of Draft Contract - Josh Bennett, Moseley Architects
 - ii. Discussion About Nuisance Abatement – Attorney Du Sablon
 - c. PUBLIC WORKS - Patrick Moore
 - i. Award Bid for Dog Park Shelter
 - d. COUNCILMEMBER COMMENTS
8. 2nd OPEN FORUM
9. CLOSED SESSION - 143-318.11a(3)
"...consult with attorney..."
10. ADJOURNMENT

TOWN OF WILSON'S MILLS
TOWN COUNCIL MEETING
July 21, 2025

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers David McGowan, Carolyn Dobbin, and Tim Brown.

OTHERS PRESENT: Town Administrator Leighanna Worley, Town Clerk Emily Matthews, and Town Attorney Gabriel Du Sablon.

ABSENT Councilmember Randy Jernigan

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 6:30pm.

PLEDGE Mayor Byrd led the pledge of allegiance to the flag.

INVOCATION: Mayor Byrd gave the invocation.

APPROVAL OF AGENDA: Mayor Byrd asked for approval of the agenda.

A motion was made by Councilmember David McGowan and seconded by Mayor Pro-tem JC Triplett to approve the agenda as presented. Motion carried unanimously.

APPROVAL OF CONSENT AGENDA: Mayor Byrd asked for approval of the consent agenda.

A motion was made by Councilmember David McGowan and seconded by Mayor Pro -tem JC Triplett to approve the consent agenda. Motion carried unanimously.

PUBLIC HEARING: Mayor Byrd said this public hearing will need to be continued until August 11th.

Ordinance to Extend Corporate Limits – Gordon Road – Parcel ID 05105021E: A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to continue the public hearing for the annexation of Parcel ID 05105021E until August 11, 2025 at 6:30pm. Motion carried unanimously.

Ordinance to Amend Zoning – Gordon Road – Parcel ID 05105021E: Annexation Mayor Byrd said this public hearing will also need to be continued until August 11th.

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Carolyn Dobbin to continue the public hearing for the rezone of Parcel ID 05105021E until August 11, 2025 at 6:30pm. Motion carried unanimously.

Mayor asked those in the audience to come back on August 11th for the public hearings.

1st OPEN FORUM Mayor Byrd opened the 1st Public Forum at 6:34pm.

With no one wishing to speak, Mayor Byrd closed the 1st Open Forum at 6:35pm.

REGULAR BUSINESS

MAYOR FLETA BYRD:

Mayor Byrd said she attended the Johnston County Mayors meeting in Pine Level recently. She said she also attended the staff retreat last Friday and enjoyed being able to be there with staff.

**TOWN
ADMINISTRATOR'S
REPORT – Leighanna
Worley:**

Town Administrator Worley said the staff retreat was on Friday and there were 16 staff members in attendance. She said the staff focused on community engagement and how to apply that in the future. She said we will be using the “Make Your Mark” logo campaign in the future on social media. She also said we would find other ways to reach out to those in the community that do not have social media.

**PUBLIC WORKS –
Patrick Moore:**

**Award Bid – Re-
pavement of Shearin
Road, Renee Drive,
and Lowell Court:**

Mayor referenced bids for the paving of various roads in town. She said all these roads are in one subdivision and the paving of the roads will be paid for with Powell Bill funds.

Councilmember Brown asked which subdivision these roads are in and Public Works Director Patrick Moore said it is off Jones Road. Councilmember Brown asked if these are already paved and Mr. Moore said they are paved but are in need of re-pavement. Councilmember McGowan asked what determines if a road needs to be re-paved and Mr. Moore said there have been complaints about these roads as well as the roads have not been paved in about 25 years and the life of the roads have expired. Mayor Byrd asked if the cul-de-sac at the end of Renee Drive will also be fixed and Mr. Moore said yes. Councilmember Brown asked about maintaining the road leading to Town Hall and Ms. Worley said the driveway leading to town hall is not considered a road but any maintenance would be taken care of by the town since it is our property. She said further discussion on the driveway can be discussed at Council's work session next week. Councilmember Brown asked if the tree trimming at Town Hall is considered part of the current construction and Ms. Worley said it is not part of the current construction but the tree trimming was included in the budget for this year.

Mayor Byrd said it is the staff recommendation to choose to award the bid to Williams Paving which is the lowest bid.

A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to award the bid for paving of Shearin Road, Renee Drive, and Lowell Court to Williams Paving. Motion carried unanimously.

**COUNCILMEMBER
COMMENTS:**

Councilmember McGowan congratulated Doris Riley on her decision to apply to run in the upcoming election. Mayor Pro-tem JC Triplett agreed and said he is looking forward to working with those that will be elected to Council in November.

2nd OPEN FORUM

Mayor Byrd opened the 2nd Public Forum at 6:42pm.

With no one wishing to speak, Mayor Byrd closed the 2nd Open Forum at 6:43pm.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Councilmember David McGowan and seconded by Councilmember Tim Brown to go into Closed Session at 6:43pm pursuant to N.C.G.S. 143-318.11(a)(3) “...consult with attorney...” Motion carried unanimously.

TOWN COUNCIL MEETING MINUTES – July 21, 2025

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**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Councilmember David McGowan and seconded by Mayor Pro-tem JC Triplett to come out of closed session at 7:36pm. Motion carried unanimously.

ADJOURN:

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Tim Brown to adjourn. Motion carried unanimously.

The meeting adjourned at 7:37pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

TOWN OF WILSON'S MILLS
TOWN COUNCIL MEETING
August 11, 2025

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers David McGowan, Carolyn Dobbin, Randy Jernigan and Tim Brown.

OTHERS PRESENT: Town Administrator Leighanna Worley, and Town Clerk Emily Matthews.

ABSENT Town Attorney Gabriel Du Sablon

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 6:30pm.

PLEDGE Mayor Byrd led the pledge of allegiance to the flag.

INVOCATION: Mayor Byrd gave the invocation.

APPROVAL OF AGENDA: Mayor Byrd changed the purpose of the Closed Session and said the reason is to consult with attorney rather than personnel.

A motion was made by Councilmember Randy Jernigan and seconded by Councilmember David McGowan to approve the agenda as amended. Motion carried unanimously.

PUBLIC HEARING: Planning Director Wendy Oldham said the applicant has requested that the annexation public hearing be continued until the September 15th meeting.

**ORDINANCE to
Extend Corporate
Limits - Gordon
Road - Parcel ID
05105021E:**

A motion was made by Councilmember Tim Brown and seconded by Councilmember David McGowan to continue the public hearing for the annexation of Parcel ID 05105021E until September 15, 2025, at 6:30pm. Motion carried unanimously.

**ORDINANCE to
Amend Zoning -
Gordon Road -
Parcel ID
05105021E:**

Planning Director Oldham said since the applicant has requested that the annexation be continued, the rezone public hearing will also need to be continued until the September 15th meeting.

A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to continue the public hearing for the rezone of Parcel ID 05105021E until September 15, 2025, at 6:30pm. Motion carried unanimously.

1st OPEN FORUM Mayor Byrd opened the 1st Public Forum at 6:35pm.

With no one wishing to speak, Mayor Byrd closed the 1st Open Forum at 6:36pm.

REGULAR BUSINESS

MAYOR FLETA BYRD: Mayor Byrd read the following proclamation.

**PROCLAMATION
of Recognition:**

**PROCLAMATION
NAMING THE HARDY PITCH**

WHEREAS, Ted being the founding member and President of Clayton RFC, est. 2013, to get the club to where it is today; and

WHEREAS, with teams preferring to play down in the lowest division possible, and always fighting to stay there, Ted saw an opportunity within the structure to form a development league where teams struggling with numbers, & travel, and also field a second team, to be able to play meaningful rugby, without being on the end of lopsided games. The teams and players it helped develop are immense to local rugby. Without it and Ted's dedication to the sport many teams may have folded; and

WHEREAS, Ted is directly responsible for the existence of Johnston County Rugby Park; and

WHEREAS, Hardy Family sacrificed time, energy, and money for the betterment of others and the community, both Wilson's Mills and the rugby community as a whole.

NOW, THEREFORE, BE IT PROCLAIMED, the championship field at the Johnston County Rugby Park, located at the Phillip R. Wright Community Park will be named "Hardy Pitch."

Mayor Byrd commented on the fellowship of the rugby team and said she is proud to say they are part of Wilson's Mills. She thanked the team for their support of the Town.

Ted Hardy thanked Mayor Byrd and the Councilmembers for their support.

**TOWN
ADMINISTRATOR'S
REPORT – Leighanna
Worley:**

Ms. Worley gave updates on the lighting request at I-42 and Swift Creek as well as the lighting at I-42 and Wilson's Mills Road. She said the request has been reassigned by Duke and she has not gotten any updates from the new company yet.

Ms. Worley introduced the new Human Resources Director, Jennifer Martin. She said Ms. Martin started last Tuesday and Ms. Martin thanked Council for the opportunity and said she is excited to be here.

**COUNCILMEMBER
COMMENTS:**

Mayor Byrd asked if there were any Councilmember comments and there were none.

2nd OPEN FORUM

Mayor Byrd opened the 2nd Public Forum at 6:43pm.

With no one wishing to speak, Mayor Byrd closed the 2nd Open Forum at 6:44pm.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Councilmember Tim Brown and seconded by Councilmember David McGowan to go into Closed Session at 6:43pm pursuant to N.C.G.S. 143-318.11(a)(3) "...consult with attorney..." Councilmember Brown amended his motion to invite Planning Director Wendy Oldham into the Closed Session. Motion carried unanimously.

**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Councilmember Randy Jernigan and seconded by Councilmember David McGowan to come out of Closed Session at 7:47pm. Motion carried unanimously.

ADJOURN:

A motion was made by JC and seconded by Councilmember Carolyn Dobbin to

adjourn. Motion carried unanimously.

The meeting adjourned at 7:47pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

Memo

Date: September 15, 2025
To: Mayor Byrd and Councilmembers
From: Wendy Oldham, Planning Director
RE: Continuance of Public Hearing for RZ-02-2025

The applicants for RZ-02-2025 have requested the continuance of the public hearing until the October Town Council Meeting, due to trying to complete all due diligence needed. Please continue the public hearing for RZ-02-2025 to the October 20, 2025.

Respectfully submitted,

Wendy Oldham, CZO

Request for Council Action

Agenda Item 7a(i)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: LEIGHANNA WORLEY, TOWN ADMINISTRATOR
DATE: SEPTEMBER 15, 2025
RE: REVIEW OF DRAFT CONTRACT – MOSELEY ARCHITECTS

Attached for your review are the RFQ submission and draft contract from Moseley Architects, which you also reviewed last year regarding the new Police Department design. Josh Bennett from Moseley will be present to review these materials with Council and help advance the design process.

Please note that the project examples included in the RFQ presentation reflect Moseley's prior experience and are not intended as proposals for Wilson's Mills. Their objective is to deliver services tailored to the Town's specific needs and priorities.

Mr. Bennett will also provide an overview of the Construction Manager at Risk (CMR) and Design/Build methods, including which option may best serve the Town at this stage.

Following Council's September 5th Work Session, I shared with Moseley the layout concepts Council discussed for the Town Hall Campus. Because Moseley also has expertise in concept planning, they are prepared to explore adding that service to this contract to create a more streamlined process.

ATTACHMENTS:

Draft Contract from Moseley Architects – Design Services for a New Police Station

ACTION(S) REQUESTED:

Vote to adopt, deny, or table the contract from Moseley Architects – Design Services for a New Police Station



Town of Wilson's Mills

Design Services for a New Police Station

Original

August 5, 2024

RECEIVED
8/2/2024
@ 11:13am

LM Worley

MOSELEYARCHITECTS

MOSELEYARCHITECTS

911 North West Street
Suite 205
Raleigh, NC 27603
P: (919) 840-0091

August 5, 2024

Re: Design Services for a New Police Station

Ms. Leighanna Worley, Town Administrator
Town of Wilson's Mills
4083 Wilson's Mills Road
Wilson's Mills, NC 27593

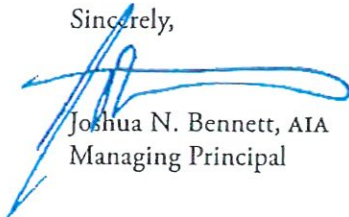
Dear Ms. Worley and Members of the Selection Committee:

As the Town of Wilson's Mills continues to grow and prosper, the demand for a modern police station has also increased. Moseley Architects is eager to join forces with the town and your police department to master plan and design a facility that provides cost-effective, secure, sustainable, and operationally efficient spaces. We look forward to serving your police department's mission of serving all citizens with the highest degree of respect, professionalism, and integrity. Among other benefits, we offer you:

- experience in the planning and design of nearly 100 police and law enforcement center projects in the past 10 years, including the neighboring Johnston County Public Safety Center.
- our status as active contributing members of the North Carolina Association of Chiefs of Police and the International Association for Property and Evidence.
- seasoned architects and engineers who have repeatedly worked in Johnston County, equipping our firm with valuable knowledge of local codes and regulations.
- valuable experience on over 130 projects utilizing the construction manager at risk delivery method.
- a portfolio of 164 LEED certified projects and 48 projects that are Designed to Earn the Energy Star to support your sustainability goals.
- an inclusive design process that encourages your active, ongoing involvement, which will lead to an effective design solution for your needs.

We understand this monumental project will serve as a defining project for the town and the community and welcome an opportunity to meet with you to discuss your new police station in more detail. If we may provide further information, I can be reached at (919) 840-0091 or at jbennett@moseleyarchitects.com.

Sincerely,



Joshua N. Bennett, AIA
Managing Principal

- 1 Proposed Design Team
- 2 Experience in Similar Municipal Projects
- 3 Proximity to and Familiarity with the Area
- 4 Innovative Design

1

Proposed Design Team



Johnston County Public Safety Center, Smithfield, NC



DESIGN TEAM INTRODUCTION

Moseley Architects is one of the Southeast's most trusted architecture and engineering firms, with a reputation for quality, reliability, and responsiveness among clients in the public sector.

Founded in 1969, we have grown to over 340 employees across 12 offices in North Carolina, South Carolina, Virginia, and Maryland. This includes our Raleigh office, which will provide professional services for the Town of Wilson's Mill's new police station.

Our growth has been achieved through sound management practices and a tenacious commitment to providing our clients with high quality designs and services. *Building Design & Construction* recently ranked our firm fifth among justice facility architectural and engineering firms in the nation, based in part on our experience with police stations.

Police and Law Enforcement Facility Experience

In the last 10 years, Moseley Architects has provided planning and design services for nearly 100 police and law enforcement facilities.

Our experience includes the following projects:

- 24 new facilities
- 26 facility renovations and expansions
- 47 master plans, studies, and consultancies

We will apply this knowledge to benefit the town in achieving your goal of a secure, cost-effective, and highly efficient police station.

Specialized Planning

The planning of police and law enforcement facilities requires a design approach that goes beyond traditional office spaces. Unique design considerations are needed for specialized spaces, including evidence storage, armory, and officer lockers. The collaborative efforts of our integrated design team and clients allow us to identify and resolve design challenges, creating a secure and efficient facility. The town's future growth will be taken into account to add office spaces seamlessly without disrupting service or exceeding the necessary cost.

Successful Record with the Construction Manager at Risk (CMAR) Delivery Method

We understand this project will be completed alongside the town's CMAR. Our experience with over 130 CMAR projects will be beneficial. This includes projects for the City of Charlotte and Bladen, Cleveland, Cumberland, Durham, Granville, Haywood, Lincoln, Mecklenburg, New Hanover, Orange, and Randolph counties. We are well-versed in leveraging the benefits of the CMAR's input regarding schedule, cost control, and construction.

Sustainability

We understand the town's goal of fostering energy efficiency and savings for this project. Moseley Architects focuses exclusively on strategies that are economical, reliable, and maintenance-friendly. We will tap into the experience and knowledge base we have gained from designing 164 LEED certified buildings and 48

ABOVE Moseley Architects recently partnered on the Johnston County Public Safety Center. The new facility is just over 10 miles from the site of your new police station.



Designed to Earn the ENERGY STAR buildings to integrate low cost strategies to provide energy efficiency and sustainable design on this project, even if the town is not interested in pursuing LEED certification.

North Carolina Focus

Moseley Architects has successfully served 75 local, state, and federal government clients in North Carolina on planning and design projects totaling over six million square feet. We are thoroughly familiar with the conditions, codes, and regulations throughout the state and Johnston County.

Turnkey Comprehensive Solutions

Moseley Architects has a comprehensive team of architects, engineers, public safety facility planners, security systems designers, interior designers, and construction contract administrators, many of whom specialize in local government facilities. This unified management of disciplines promotes safer, more secure, and cost-conscious planning results.

Availability

Our team of professionals and support staff are immediately available to serve the Town of Wilson's Mills. We have the workforce to meet your expectations and provide the required architectural and engineering services for your new police station.

CONSULTANT

We have included the following consultant to supplement our team with civil engineering. Having worked together on numerous successful projects, we understand the firm's corporate cultures and processes. This familiarity will result in increased efficiencies in meeting your needs.

McGill Associates—Civil Engineering

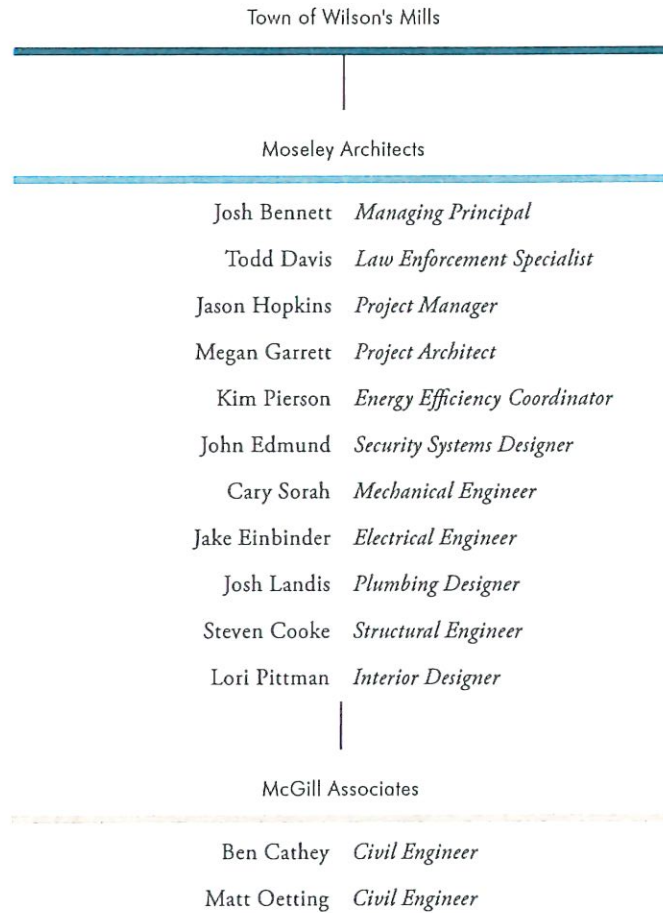
5400 Trinity Road, Suite 107, Raleigh, NC 27607

McGill Associates joins our team to provide civil engineering. Founded in 1984, the firm provides sustainable and cost-effective solutions to clients throughout North Carolina and the Southeast. Its services include site master planning and design; site utilities and supporting infrastructure; grading, drainage, and erosion control plans; topographic survey and site certification; planning and design for roadways, sidewalks, and parking facilities; ADA and accessibility compliance; landscape architecture; and pedestrian and vehicular flow analysis.

McGill Associates has collaborated with Moseley Architects on numerous successful local government projects including projects for Johnston, Stokes, Ashe, Burke, Davidson, Granville, Hamblen, Haywood, Iredell, Polk, Randolph, and Surry counties, as well as the City of Lexington.

ABOVE Moseley Architects and McGill Associates recently collaborated closely with the City of Lexington's police department to analyze space requirements, determine updates for optimal functionality, and develop conceptual design concepts for expanding the existing facility and building a new facility.

ORGANIZATIONAL CHART





Josh Bennett, AIA

Managing Principal

Education

Bachelor of Architecture, 2001

Registrations

Architect: NC, MD, SC, VA; LEED AP; WELL Building Standard

Affiliations

American Institute of Architects; International Association of Property and Evidence; NC Association of Chiefs of Police

For more than 20 years, Josh has partnered with clients to see their visions become reality. He will serve as your primary contact and collaborate with the town to establish the overall scope, program, schedule, and budget for your project. Josh will review all documents prior to submittal, monitor production schedules, manage the contract, prepare planning programs; and oversee cost estimates.

Relevant Experience

- Johnston County Facilities Space Needs Analysis and Master Plan
- City of Washington Police Station
- Town of Gibsonville Police Headquarters
- City of Southport Police and City Hall Facilities Space Needs Analysis
- Town of White Lake Fire and Police Space Needs Assessment
- City of Lexington Police Headquarters Space Needs Assessment
- Town of Elon Administrative and Police Space Needs Analysis
- City of Williamsburg Police Station
- Henrico County Police South Station
- City of Raleigh Law Enforcement Training Center
- Town of Front Royal Police Headquarters
- City of Fredericksburg Police Headquarters



Todd Davis, CJE, NCCE

Law Enforcement Specialist

Certifications

Certified Jail Executive; Criminal Justice Instructor Certificate; Detention, Corrections Instructor Certificate; Advanced Certificate in Detention from the North Carolina Sheriff's Education and Training Standards Commission; National Institute for Jail Operations Certified Accreditation Auditor; National Certified Correctional Executive

Affiliations

National Sheriff's Association; NC Sheriff's Association

Todd is a specialist in law enforcement planning and operations planning. He provides needs assessment and feasibility studies; staffing and operations planning; and budgeting services. A former major with the Alamance County sheriff's department, he collaborates with our team to shape design options. Todd currently serves on the National Institute of Jail Operations, which provides resources to serve law enforcement professionals across the country.

Relevant Experience

- Johnston County Public Safety Center
- Johnston County Detention Center
- Town of Gibsonville Police Station Study
- City of Lexington Police Headquarters Space Needs Assessment
- Cleveland County Justice Facility
- Bladen County Law Enforcement Center
- Granville County Law Enforcement Center
- Pender County Law Enforcement Center
- Yancey County Public Safety Facility
- Mitchell County Law Enforcement Center Renovation
- Colleton County Law Enforcement Complex
- City of Tega Cay Police Station
- Edgefield County Law Enforcement Center



Jason Hopkins, AIA

Project Manager

Education

Master of Architecture, 2004; Bachelor of Science, 2001

Registrations

Architect: NC, SC

Affiliations

American Institute of Architects

Jason has managed over 1,000,000 square feet in law enforcement facility design. He will coordinate project developments on a daily basis and facilitate effective communication between Moseley Architects, the town, and all members of the project team. He will lead your project through key schedule milestones, monitoring schedule, quality, and budget.

Relevant Experience

- Johnston County Public Safety Center
- Johnston County Detention Center
- Cleveland County Justice Facility
- City of Tega Cay Police Station
- Mitchell County Law Enforcement Center Renovation
- Bladen County Law Enforcement Center
- Granville County Law Enforcement Center
- Mecklenburg County Sheriff's Office Renovations (multiple)
- Yancey County Public Safety Facility
- Colleton County Law Enforcement Complex
- Transylvania County Public Safety Building
- Polk County Law Enforcement Center
- Edgefield County Law Enforcement Center
- Henderson County Law Enforcement Center
- Yancey County 911 Center



Megan Garrett, AIA

Project Architect

Education

Master of Architecture, 2014; Bachelor of Science, Architectural Studies, 2012

Registrations

Architect: NC, CO

Affiliation

American Institute of Architects

Megan will assist Josh and Jason in developing design solutions that integrate the town's program, site, and building requirements. She will carry out the overall architectural design of your police station, utilizing the full resources of our firm. Megan will be responsible for developing construction documents, reviewing shop drawings, and responding to questions during construction. She will also update architectural drawings and distribute them to the entire team.

Relevant Experience

- Town of Gibsonville Police Headquarters
- Harnett County Department of Social Services Renovation
- Harnett County Department of Social Services Renovation
- Ashe County Family Central Conceptual Design
- Ashe County Agricultural Center Concept Design
- Safety and Security Implementation, Wake County Public School System
- Security Vestibules, Halifax County Schools



Kim Pierson, PE

Energy Efficiency Coordinator

Education

Master of Science, Civil Engineering, 2012; Bachelor of Science, Architectural Engineering, 2011

Registrations

Professional Engineer: NC AL, MD, SC, VA; BEAP; CEM; GBE; LEED Green Associate

Affiliation

ASHRAE

Kim will focus on implementing energy efficient design strategies into the planning and design process. She will collaborate with the town to establish energy objectives at different levels for your new police station. Additionally, Kim will assess how energy efficiency is integrated into facility designs, operations, and maintenance. Her responsibilities will also include devising energy efficiency verification strategies to help the town in tracking, managing, and verifying energy efficiency.

Relevant Experience

- Town of Elon Orange Drive Building Assessment
- Mitchell County Law Enforcement Center Renovation
- Moore County New Courthouse and Existing Courthouse Renovation
- Hamblen County Justice Center



John Edmund

Security Systems Designer

Training

AMAG Symmetry; GE Cimplicity' Indusoft Web Studio; Rockwell Automation

Affiliation

AJA

John will partner with the town to analyze your security needs and provide recommendations for maintaining the safety of your staff and citizens. He has led many law enforcement endeavors, involving strategic approaches focused on the fundamental components of an efficient security system: protection, detection, verification, and reaction.

Relevant Experience

- Johnston County Public Safety Center
- Johnston County Detention Center
- Charlotte-Mecklenburg Police Department Independence Station
- Town of Gibsonville Police Headquarters
- City of Washington Police Station
- Pender County Law Enforcement Center
- Granville County Law Enforcement Center
- Town of Front Royal Police Station
- City of Tega Cay Police Station
- City of Williamsburg Police Station



Cary Sorah, PE

Mechanical Engineer

Education

Bachelor of Science, Mechanical Engineering, 2012

Registrations

Engineer: NC, SC, VA

Affiliation

ASHRAE

Cary will be responsible for calculating HVAC loads; designing mechanical systems; conducting life cycle cost analyses; developing preliminary sizing and layout of plumbing systems (sanitary, vent, domestic water system, storm and gas); evaluating various domestic hot water heating systems, including solar hot water systems; and producing construction documents and specifications.

Relevant Experience

- Johnston County Facilities Space Needs Analysis and Master Plan
- Town of Gibsonville Police Headquarters
- City of Washington Police Station
- City of Southport Police and City Hall Facilities Space Needs Analysis
- Pender County Law Enforcement Center
- Yancey County Public Safety Facility
- Town of Front Royal Police Headquarters
- Town of Smithfield Police Evidence Storage Building



Jake Einbinder
Electrical Designer

Education
Bachelor of Science, Electrical
Engineering Technology, 2018

Jake will incorporate design concepts from schematic design into design development and will work with the project team to produce construction documents. He will produce drawings, specifications, and system schematics for complicated design tasks, such as the layout of electrical rooms and power riser diagrams. Additionally, he will execute calculations, using engineering formulas and skills for lighting and power distribution. Jake will also research design options and documents findings for the project manager.

Relevant Experience

- Johnston County Public Safety Center
- City of Washington Police Station
- Charlotte-Mecklenburg Police Department Independence Station
- Town of Gibsonville Police Headquarters
- City of Lexington Police Headquarters Study
- City of Southport Police and City Hall Facilities Space Needs Analysis
- Town of Elon Administrative and Police Space Needs Analysis
- North Carolina Wildlife Resources Commission Law Enforcement Training Center



Josh Landis, CPD
Plumbing Designer

Certification
Certified in Plumbing Design

Josh serves our team as a senior plumbing designer. He offers knowledge on incorporating water-efficient strategies to eliminate water waste and reduce costs. Josh's responsibilities include incorporating design concepts from schematic design through design development and working with our project team to produce construction documents.

Relevant Experience

- Johnston County Detention Center
- Bladen County Law Enforcement Center
- Pender County Law Enforcement Center
- City of Raleigh Law Enforcement Training Center
- Surry County Detention Center
- Colleton County Law Enforcement Complex
- Yancey County 911 Center
- City of Williamsburg Police Station
- Town of Front Royal Police Headquarters
- Henrico County Police South Station
- Prince William County Central District Police Station



Steven Cooke, PE
Structural Engineer

Education
Bachelor of Science, Civil
Engineering, 2003

Registrations
Engineer: NC, GA, SC, WA; LEED AP

Affiliations
AISC; ASCE; NCEES

Steven will determine the appropriate structural support system for your project and then calculate the gravity and lateral forces that it will need to withstand during its use. He will then analyze these forces and use them to provide the correctly sized beams, columns, foundations, and lateral system to provide for an efficiently sized structural system.

Relevant Experience

- Johnston County Public Safety Center
- Johnston County Detention Center
- City of Washington Police Station
- Charlotte-Mecklenburg Police Department Independence Station
- Bladen County Law Enforcement Center
- Granville County Law Enforcement Center
- Tega Cay Police Station
- Mecklenburg County Sheriff's Office Hal Marshall Field Office Renovation
- Mitchell County Law Enforcement Center Renovation



Lori Pittman, RID, NCIDQ
Interior Designer

Education
Bachelor of Science, Housing and Interior Development, 1986

Registrations
NCIDQ; RID; LEED AP; WELL Building Standard

With 30 years of experience, Lori will collaborate with the town and project team, assisting in developing the design concept. She will provide guidance on interior design and space planning. Lori will also specify finishes and materials, as well as furniture, fixtures and equipment.

Relevant Experience

- Town of Gibsonville Police Headquarters
- Moore County New Courthouse
- Moore County Existing Courthouse Renovation
- Duplin County Detention Center
- Rockingham County Space Needs Assessment
- Headquarters
- Harnett County Department of Social Services Renovation
- Pender County K8 School
- Halifax County K8 School
- Greene County Central High School Replacement
- Integrative Science Building, North Carolina State University



Ben Cathey, PE
Civil Engineer – McGill Associates

Education
Master of Science, Civil Engineering, 2000; Bachelor of Science, Civil Engineering, 1999

Registration
Engineer: NC

Affiliations
APWA; ASCE

Ben has over 25 years of experience in the engineering and construction field, performing project oversight, peer reviews, and quality control. He leads a team of engineers in providing site layout, including grading, green space, parking, and sidewalks, along with utility work such as stormwater and water and sewer services.

Relevant Experience

- Johnston County Public Safety Center*
- Hamblen County Justice Center*
- Iredell County Detention Center Expansion*
- Polk County Law Enforcement Center*
- Randolph County Detention Center Renovation and Expansion*
- Town of Biltmore Forest Police Station and Public Works Facilities Master Planning

* Partnered with Moseley Architects



Matt Oetting, PE
Civil Engineer – McGill Associates

Education
Bachelor of Science, Civil Engineering, 1997

Registration
Engineer: NC, MO

Affiliation
APWA

Matt has 23 years of experience in civil engineering and design services. He has experience with roadways, water and sewer utility infrastructure design, site design, stormwater drainage management, flood analysis, and environmental design.

Relevant Experience

- Granville County Law Enforcement Center*
- Polk County Law Enforcement Center*
- Davidson County Detention Center*
- Davie County Detention Center*
- Iredell County Jail Expansion*
- Stokes County Jail Expansion*
- Ashe County Department of Social Services and Health Department Facility*
- Town of Valdese Public Safety Facility
- Town of Maiden Fire Station

* Partnered with Moseley Architects



CURRENT WORKLOAD AND CAPACITY

Moseley Architects recognizes the importance of providing responsive service. We do not pursue a project if we do not have the staff available to deliver services that meet or exceed the owner's expectations, or if we believe the new project would be detrimental to our performance on a current project.

In submitting this proposal, we confirm that we have the available staff to meet the Town of Wilson's Mill's expectations and provide the required services for your new police station. The following table summarizes the workload of the project team:

Project	Phase	Construction Value	Estimated Project Completion
Johnston County Facilities Master Plan Johnston County, NC	Study	N/A	Feb 2025
Town of White Lake Police and Fire Needs Assessment White Lake, NC	Study	N/A	Aug 2024
Rockingham County Government Facilities Master Plan Rockingham County, NC	Study	N/A	Oct 2024
Wake County Public Safety Center Elevator Modernization Raleigh, NC	Design	\$6 M	Jun 2026
Town of Gibsonville Police Headquarters Gibsonville, NC	Design	\$10 M	Jun 2026
Wake County Public School System Security Improvements Wake County, NC	Design	\$10 M	Dec 2025
Harnett County Agricultural Center Kitchen Renovation Lillington, NC	Design	\$250 K	Jan 2025

The Town of Gibsonville Police Headquarters is pictured.



QUALITY CONTROL

We are committed to providing high quality drawings and specifications. The quality of our documents often affects the ability to predict project costs accurately, develop detailed budgets and phasing plans, and to submit more competitive bids. The following pages detail the quality control procedures that will be used for your project.

Building Information Modeling (BIM)

We use Autodesk Revit building information modeling (BIM) software at all stages of design. It allows users to design a building and its components in 3D, annotate the model with 2D drafting elements, and access building information from the building model's database. Additionally, we can use Autodesk Construction Cloud (ACC) for further coordination with other team members of consultants, including owners and contractors, if requested.

While Revit has its own clash detection capabilities, we also use Navisworks to help identify and avoid potential problems before construction begins. These clash reports are provided to the design team multiple times throughout the design process for review.

Additionally, with our files solely being in Revit, we have the capability to take advantage of the information built into the file for carbon emissions and daylight analysis. To determine these results, we utilize Tally, which is an add-in for Revit or CoveTool for other analysis types.

RediCheck Review

First developed in 1981, Redi-Check is the only coordination review system recognized by both the American Institute of Architects and the American Consulting Engineers Council. The purpose of this review is to reduce or eliminate inconsistencies among the various disciplines that could lead to change orders. The review will be performed by a senior staff member who has not been directly involved in the production of the documents.

Online Operations and Procedures Manual

Moseley Architects has created detailed guidelines for the tasks necessary to execute projects successfully. These guidelines are documented in Moseley Architects' online Operations and Procedures Manual, accessible to all our staff via our firm's intranet site.

The operations and procedures manual was developed and is revised and updated continually to reflect the evolution of our services delivery and the latest tools and software we utilize, including those tools and software used by our client

"Moseley listened to our information on what we think the City of Washington needs for a police department. They took the plans that we had worked on with the students at ECU and Pitt Community College and made a good rendition of what the police department should look like. Taking those ideas and fitting them in, it was important to me that we had a building that fit into the existing designs of buildings that were already here; that we made that building a part of the community."

– Stacy Drakeford, Director of Police and Fire Services
(City of Washington Police Headquarters pictured)



LEFT The Charlotte-Mecklenburg Police Department - Independence Division Station was successfully completed using the CMAR delivery method.

Construction Document Reference (CDR)

Moseley Architects' CDR guides each of our staff members in the documentation of construction drawings. The CDR includes numerous streamlining techniques to minimize duplication and conflicts. The CDR is revised and updated continually based on lessons learned and best practices from our collective experience in the practice of architecture, engineering, interior design, and other professional services.

Operations and Procedures Manual

Moseley Architects has created detailed guidelines for the tasks necessary to execute projects successfully. These guidelines are documented in Moseley Architects' online operations and procedures manual, accessible to our staff via our firm's intranet site.

Procore

During construction, we will utilize Procore construction management software to facilitate effective communication with the entire team. This web-based software allows access to both our internal and external team members through the project homepage. Procore tracks all project communication and financial status, such as meeting minutes, requests for information, submittals, field clarification documents, pay applications, and change event information. Additionally, Procore allows the project team access to the most current drawings and specification in the field from any mobile device. Procore can also generate reports on any of the information uploaded to the project site, keeping every team member and stakeholder aware of each issue in real time.

DESIGN CHALLENGE

In 2019, Moseley Architects partnered with the City of Charlotte to design a new police station. During this project, the insulated concrete forms at the Charlotte-Mecklenburg Police Department's Independence Division Station had unique requirements that needed careful coordination with the general contractor. Pipe and conduit had to be routed on the interior wall system due to the ICF penetration. Moseley Architects and the general contractor worked together to integrate steel plates and imbeds around the window opening for structural integrity, thermal efficiency, and security.

A substantial amount of unsuitable materials was discovered during the construction process while preparing the footings and slab. Our design and construction team found a cost-effective solution by using a stabilization fabric (like Mirafi HP 370) and select backfill, in collaboration with a third party and geotechnical engineer. In most areas, concrete soil served as a topping material. These solutions presented a less expensive option than removing and importing suitable replacement soils.

Additionally, the site's seismic demands and the facility's high-risk classification posed a challenge in adhering to code specifications for rebar placement within the insulated concrete forms. The design team, general contractor and product manufacturers worked in tandem to plan and coordinate with the ICF system, resulting in streamlined solutions. Rethinking the traditional rebar size, placement, and detailing within an ICF system was necessary to meet the design and construction requirements.

FIVE-YEAR HISTORY OF LITIGATION

Occasionally, as with most corporate entities in today's society, we have been involved in project-related disputes. Issues that arise are typically settled without a need for a trial. We have assisted some of our clients during project disputes and legal actions, sometimes providing subject-matter witness testimony. The following summarizes our firm's litigation history over the last five years:

Guilford Detention Center, NC

November 21, 2019

Through mediation, we resolved the client's lawsuit regarding the condition of grilles in the Guilford Detention Center.

Orangeburg Detention Center, SC

Pending

We are currently working to resolve a lawsuit filed by the general contractor regarding allegations of breach of contract and conflict of interest in the claim-dispute process.

Horry County Detention Center Policy and Procedure Development, SC

October 2023

Through mediation, Moseley Architects reached a resolution with the estates of two Horry County citizens who alleged wrongful deaths as a result of policies and procedures that we assisted in formalizing for the Horry County Sheriff's Department.

Crestview Firehouse 10, VA

February 10, 2020

Through mediation, Henrico County, the contractor, and Moseley Architects reached a resolution with residents who alleged property damage by run-off from the site where a new fire station was constructed.

Conifer Village at Oakcrest, MD

June 7, 2022

In a case dismissed by a Maryland court, the owner alleged that design defects caused deficiencies around three doors.



2

Experience in Similar
Municipal Projects



NORTH CAROLINA MUNICIPAL PROJECTS

- In the last five years, Moseley Architects has provided planning, design, and construction contract administration for 112 projects for 54 local government clients. These include:
 - 47 master plans and studies
 - 25 new facilities
 - 39 renovations and expansion

Police Stations Included Above

- 3 new construction
- 2 renovations
- 4 studies

Construction Manager at Risk Included Above

- 11 were designed under the CMAR delivery method.

LAST FIVE CMAR PROJECTS

While we have several CMAR projects under construction, the following includes information on our most recently completed projects:

Charlotte-Mecklenburg Police Department Independence Division Station

- Original Budget: \$10.9 M
- Actual Bid Price: \$13 M
- 2020 Completion
- CMAR: Turner Construction

Durham County Youth Home

- Original Budget: \$28 M
- Actual Bid Price: \$27.5 M
- 2023 Completion
- CMAR: Bordeaux Construction

New Hanover County Division of Juvenile Justice Court Facility

- Original Budget: \$13.8 M
- Actual Bid Price: \$13.4 M
- 2021 Completion
- CMAR: Bordeaux Construction

Orange County Detention Center

- Original Budget: \$37 M
- Actual Bid Price: \$36.3 M
- 2021 Completion
- CMAR: Bordeaux Construction

Randolph County Jail Renovation and Addition

- Original Budget: \$30 M
- Actual Bid Price: \$27.6 M
- 2024 Completion
- CMAR: Bordeaux Construction

ABOVE City of Washington's new police station.



REFERENCES

Our clients consistently report that we deliver services that exceed their expectations. We encourage the Town of Wilson's Mills to contact the following individuals to inquire how they would rate our experience, technical capabilities, and qualifications. We value the relationships with our clients who, like you, have the responsibility of delivering excellent facilities to their communities.

Johnston County Public Safety Center and Detention Center

Sheriff Steve Bizzell
2875 US 70 Business East, Smithfield, NC 27577
(919) 989-5025 | Sbizzell@jcsa.org

City of Gibsonville Police Department Study and Design

Chief Ron Parrish
129 West Main Street, Gibsonville, NC 27249
(336) 449-7926 | Rparrish@gibsonville.net

City of Lexington Police Headquarters Space Needs Assessment

Chief Robby Rummage
106 N. Main Street, Lexington, NC 27292
(336) 240-6701 | RDRummage@LexingtonNC.gov

City of Washington Police Station

Jonathan Russell, City Manager
PO Box 1988, Washington, NC 27889
(252) 975-9319 | Jrussell@washingtonnc.gov

City of Williamsburg Police Station

Chief Sean Dunn
401 Lafayette Street, Williamsburg, VA 23185
(757) 259-7201 | Sdunn@williamsburgva.gov

Henrico County Police Station South

Lieutenant Colonel Todd Alvis, Support Operations
7721 E. Parham Road, Henrico, VA 23228
(804) 501-4206 | ALV@henrico.gov

COST CONTROL MEASURES

Our continued success as a firm depends on consistently delivering quality projects within budget. Moseley Architects will employ the following tools to monitor project costs:

Budget

- Initial Budget Review — We will meet with Town of Wilson's Mills representatives and your construction manager at risk (CMAR) to review and gain a detailed understanding of your budget and will assist in developing total project budget components as requested.
- Monitoring of Project Scope — Team leaders will monitor the scope of your new police station for issues that may adversely affect budget compliance,

"It really gives us a face to our East End of the county. I think people can drive by here and they can really see a facility they can call their police station."

— Henrico Police Chief Eric English
(Henrico County Police Station South pictured)



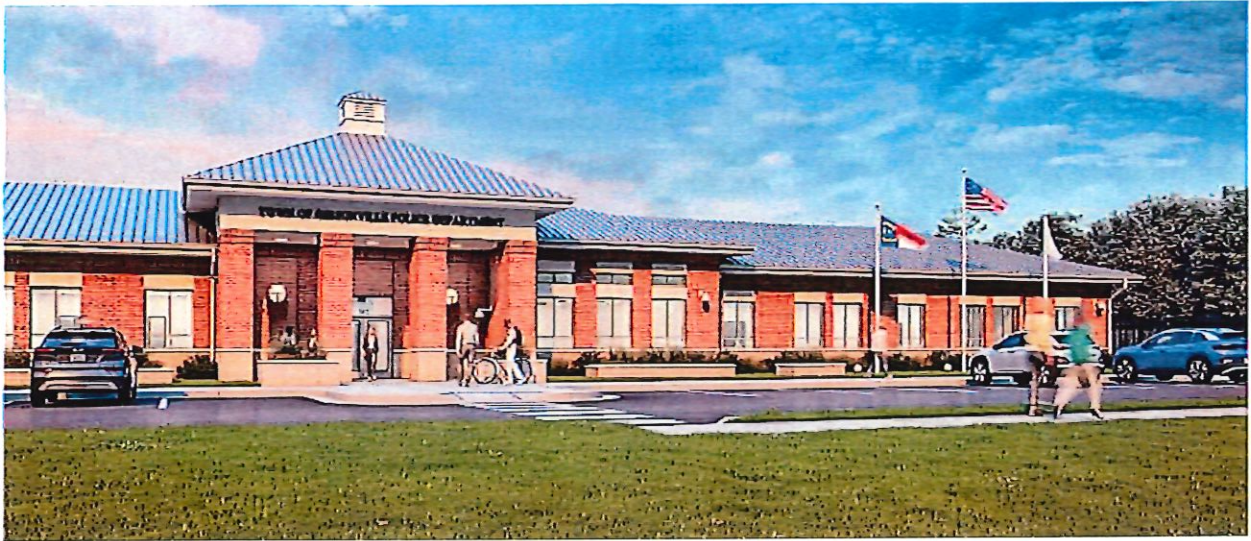
"I truly appreciate all the help in this project. I've been in law enforcement for 25 years and have known very few agencies that have had an opportunity to build a new department. Thank you guys for the patience and understanding in what I consider a once in a lifetime opportunity to help keep Tega Cay citizens safe in the future."

— Steve Parker, Former Chief of Police
Current Chief of Police for the Town of Black Mountain, NC
(City of Tega Cay Police Station pictured)

including site conditions, regulatory requirements, construction market factors, and building user requests.

- **Milestone Cost Estimates** — Milestone estimates serve as a primary means of monitoring estimated construction costs. We will use estimates as a basis to develop recommendations for revisions in design to maintain budget compliance. Any such revisions will be implemented only after consultation with the town and your CMAR.

Project	Budget	Bid	Final Cost	Non-owner Change Orders	Delivery Method
Johnston County Public Safety Center Smithfield, NC	\$17.5 M	\$17.7 M	\$18 M	6 non-owner \$84,687	Design-Bid-Build
Johnston County Detention Center Smithfield, NC	\$48.4 M	\$36.7 M	\$37.3 M	11 non-owner \$336,792	Design-Bid-Build
Lincoln County Emergency Services Center Lincolnton, NC	\$16.2 M	\$16.1 M	\$17.2 M	10 non-owner \$336,792	Design-Bid-Build
Bladen County Law Enforcement Center Elizabethtown, NC	\$16.5 M	\$16.5 M	\$16.5 M	N/A	CMAR
Durham County Youth Home Durham, NC	\$28 M	\$27.5 M	\$27.6 M	N/A	CMAR
New Hanover County Division of Justice Facility Wilmington, NC	\$13.8 M	\$13.4 M	\$13.4 M	N/A	CMAR
City of Tega Cay Police Station Tega Cay, SC	\$3.5 M	\$3.5 M	\$3 M	N/A	Design-Build



MBE PARTICIPATION

We understand the town's commitment to providing maximum opportunities for minority business enterprises (MBE). Moseley Architects has a proud history collaborating MBE firms, which has allowed us to develop beneficial partnerships with consultants who specialize in civil engineering, geotechnical engineering, food service, cost estimating, parking, environmental consulting, and technology.

In addition to helping clients meet their MBE participation goals, these relationships allow us to foster the growth and prosperity of professional service firms. Over the last five years, this has resulted in over 120 projects totaling over \$3.6 million in fees.

When your project moves into the bidding phase, Moseley Architects will work with the Town of Wilson's Mills to develop project goals for MBE firms, as well as women-owned business enterprises and small business and local participation. We encourage their business involvement by publishing all plan holders on our website so general bidding contractors can see subcontractors interested in the project. We can also assist the town in identifying subcontractor packages that can be suited to these businesses, thereby increasing participation.

LITIGATION

Yes.

Occasionally, Moseley Architects has been involved in project-related disputes. Please see our response on page 15.

ABOVE Moseley Architects and Palacio Collaborative, an MBE firm specializing in cost estimating, have collaborated on almost 50 projects. This includes the Town of Gibsonville's new police headquarters.



3

Proximity to and
Familiarity with the Area



CLOSEST OFFICE TO WILSON'S MILLS

Moseley Architects will serve the Town of Wilson's Mills from our Raleigh office, which is 30 miles from your project site and town hall. Our team can be in your offices and project location within minutes.

FAMILIARITY WITH JOHNSTON COUNTY BUILDING CODES AND ORDINANCES

We have served Johnston County since 2006 on numerous studies, as well as new construction projects. We are thoroughly familiar with the county's building codes and ordinances and meet with staff and administrators regularly through our current facilities master plan.

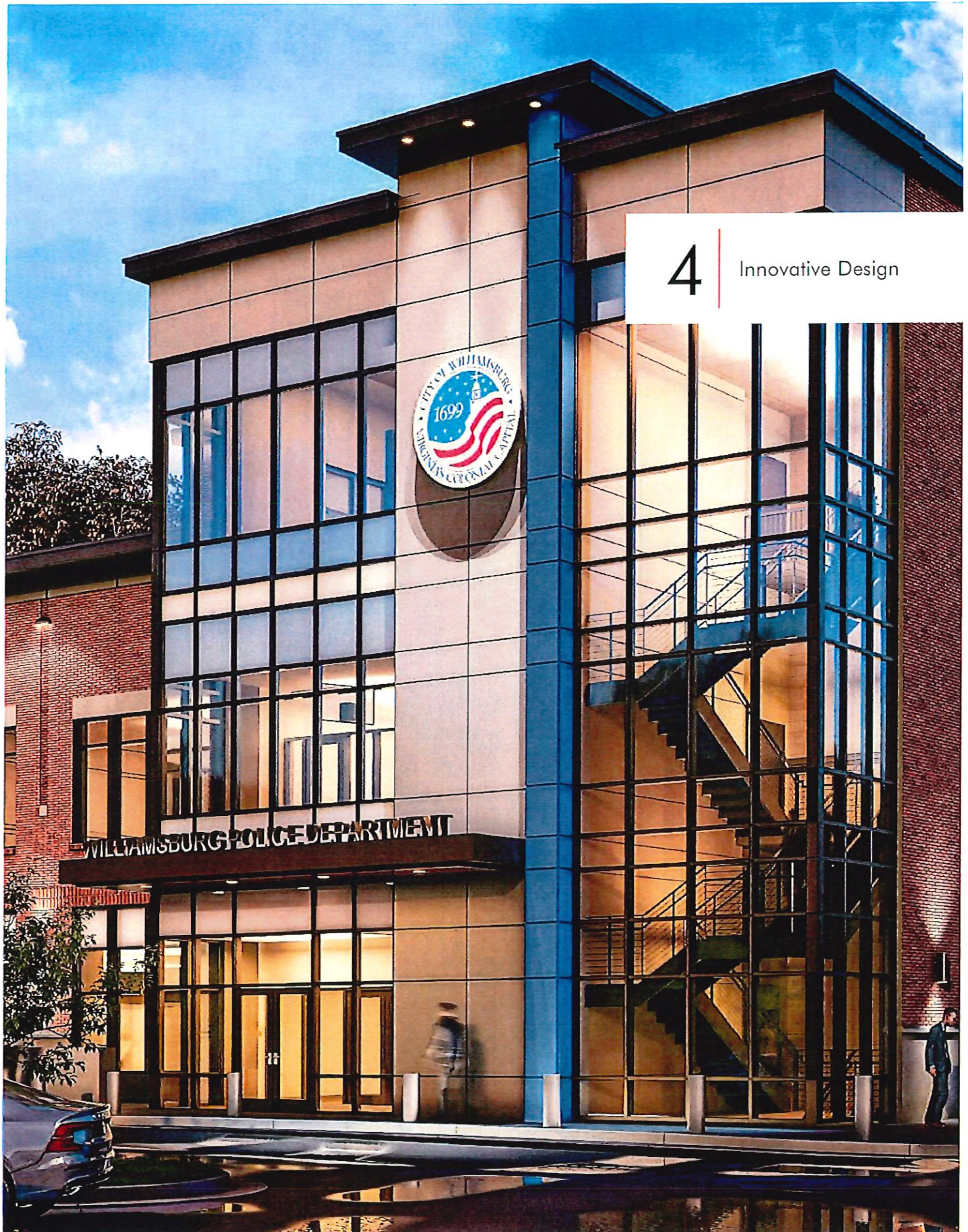
Moseley Architects is also thoroughly familiar with conditions, codes, and regulations throughout the state. We have extensive experience with the Department of Administration, Department of Public Instruction, Department of Insurance, Department of Health and Human Services, Department of Environmental Quality, National Fire Protection Association, and Federal Emergency Management Agency. Our relationships with these groups can help expedite approvals.

If the department chooses to pursue either CALEA or NCLEA accreditation, we will take into account the design criteria associated with those standards.

ABOVE Johnston County's sheriff's offices, emergency management, and 911 center had outgrown their spaces in the county courthouse. Moseley Architects was commissioned to design this new public safety facility, which also resulted in additional space in the crowded courthouse after law enforcement offices were relocated.

4

Innovative Design



New Police Station, City of Williamsburg, VA



DESIGN PHILOSOPHY

Our design philosophy is built upon maintaining a strong partnership with our clients. The Town of Wilson's Mills and the Wilson's Mills Police Department will play a crucial role in addressing the unique needs of your new police station. Our coordination will involve Town Administrator Worley, Police Chief A.Z. Williams and his staff, maintenance and IT staff, and your CMAR, as we lead you through the master plan and architectural design services. Our objective is to offer design services that cater to the town's needs, budget, and aspirations, while producing long-lasting and high-performing spaces that fulfill your requirements.

We understand it will be vital to build the law enforcement spaces your new police department requires, including the following:

- at least nine offices spaces with additional open area cubicle spaces
- evidence
- a conference room
- a break room and a kitchen
- three interview rooms
- a training and emergency operations room
- a file and records room
- a workout, gym, and locker room with showers
- an armory
- an equipment room
- a front foyer with a waiting area and restrooms

ABOVE The Transylvania County Public Safety Facility is the first public safety facility in North Carolina to achieve LEED certification with the USGBC. It is also the first LEED Public Safety Facility in the nation to include a jail component.

- a reception area with bulletproof glass
- an information technology room.

We will support you in determining suitable strategies to address your immediate requirements and offer improved spaces that consider the long-term cost and benefit. Our approach will provide the town with a secure, efficient, and well-constructed new police station that will serve you for many years to come.

STRATEGY TO MAXIMIZE PROGRAMMING WHILE CONSERVING BUILDING EFFICIENCY

We commend the Town of Wilson's Mills for their dedication to energy efficiency and responsible financial management. Moseley Architects will use its understanding of whole-building energy analysis and life-cycle cost analysis to select the various energy efficiency strategies that should be incorporated into the design of your new police station, as well as the more detailed studies that should be employed to analyze different design options. These considerations can foster a healthy work environment for the facility's staff and administrators, maximize the facility's water and energy efficiency, and reduce operating costs.

Moseley Architects' experience in sustainable design includes 164 LEED certified projects and 48 that are Designed to Earn the Energy Star. This experience equips us to make decisions that result in lower utility



and maintenance costs. We are a two-time Energy Star Partner of the Year, a very distinct honor for an architectural and engineering firm. Our team will utilize the Energy Star Target Finder and Portfolio Manager programs to compare the design energy to relevant benchmarks and monitor performance after construction, which is crucial to seeing that your building is operated according to its optimum efficiency. We will also work collaboratively with facility staff to develop operations and maintenance plans so that the facility stays optimal throughout its life.

Our extensive collaboration with Duke Energy on various projects has led to cash rebates for our clients due to implemented energy strategies. This includes rebates for both the Johnston County Public Safety Center and Johnston County Detention Center.

STRATEGY ON LIFE CYCLE ANALYSIS, BUILDING ENVELOPE, HVAC SYSTEMS, TECHNOLOGY, AND OTHER FEATURES TO ACHIEVE OPTIMAL ENERGY EFFICIENCY AND SUSTAINABLE DESIGN

Moseley Architects conducts life cycle costing studies that include future maintenance requirement considerations. Frequently, key building systems offer owners multiple options, with one system offering the benefit of reduced initial capital costs, versus an alternative system offering the benefits of reduced annual maintenance and energy operating expenses. We will work with town representatives to establish evaluation criteria for these alternative systems, including an acceptable payback time frame (e.g., 5, 10, 15 years).

ABOVE The Rockingham County Judicial Center achieved Designed to Earn the ENERGY STAR certification and is the first justice complex in the eastern U.S. to achieve LEED Gold certification. The facility includes sheriff's offices, courts, and a detention center.

We will weigh issues such as durability, availability of supplies and replacement parts, and required maintenance regimens. Our team will also analyze potential building systems, equipment, and materials to identify those that will result in the lowest overall maintenance cost and least complex maintenance requirements consistent with required function, performance, durability, reliability, and aesthetics. We will focus on systems, equipment, and devices that are most vulnerable to potential maintenance issues such as HVAC, plumbing fixtures, exterior cladding, roofing, and interior finishes in public spaces, as well as security cameras, video surveillance recording devices, and card readers to minimize or eliminate maintenance.

Systems and equipment that provide cost effective maintenance often require a higher initial investment. We will identify and review with the town the significant construction cost effects of preferred systems and materials and assist you in balancing maintenance considerations with the initial construction cost budget.

Moseley Architects can also create an energy model populated with local power, gas, and water rates that can provide effective strategies to save the county on its energy and water bills.



FIVE EXAMPLES

Charlotte-Mecklenburg Police Department's Independence Division Station

Coupled with other system efficiencies, the 25 geothermal wells drilled under the parking lots are anticipated to reduce building energy costs by 35 percent. Indoor potable water use is projected to be cut by 30 percent. The project earned LEED Silver certification in July 2022.

City of Raleigh Law Enforcement Training Center

This LEED Gold building is equipped with a geothermal HVAC system, occupancy sensors, tubular skylights, and electric vehicle charging stations. High efficiency features were designed to reduce energy costs by 25 percent and diminish potable water use by nearly 80 percent.

Transylvania County Public Safety Facility

This LEED Silver project diverted 71 percent of construction waste from landfills to recycling centers along with the use of recycled building materials and FSC-certified doors.

Lincoln County Courthouse

This project has earned Designed to Earn the ENERGY STAR certification from the US EPA, recognizing the energy efficient design as being in the top 25 percent of buildings nationwide.

ABOVE The City of Raleigh's new law enforcement training center earned a silver design award for training facilities from Officer.com in 2021.

Moore County Courthouse

This project earned Design to Earn the ENERGY STAR certification and includes energy-efficient HVAC, lighting, and building envelope technologies projected to reduce energy expenditures by 35 percent, or \$54,000 per year.

RELEVANT AWARDS AND RECOGNITIONS

LEED Silver Charlotte-Mecklenburg Police Department – Independence Division Station, Charlotte, NC

- Law Enforcement Facilities III Notable, Officer.com Law Enforcement Design Awards
- Designed to Earn the ENERGY STAR

LEED Silver City of Raleigh Law Enforcement Training Center, Raleigh NC

- Law Enforcement Design Award for training facilities (silver), Officer.com Law Enforcement Design Awards
- Community Leader Awards: Building Design + Construction, USGBC Carolinas



LEED Gold Rockingham County Judicial Center, Reidsville, NC

- First justice complex in the eastern United States to achieve LEED Gold certification.
- Designed to Earn the ENERGY STAR

LEED Gold Rockingham County Judicial Center, Reidsville, NC

- First justice complex in the eastern United States to achieve LEED Gold certification.
- Designed to Earn the ENERGY STAR

LEED Silver Transylvania County Public Safety Facility, Brevard, NC

- First public safety facility in the Carolinas to achieve LEED certification.
- First LEED Public Safety Facility in the nation to include a jail component.

LEED Silver Fairfax County McLean District Police Station and Governmental Center Renovation and Addition, McLean, VA

- Exceptional Design Award Honorable Mention, Fairfax County
- Project of the Year, Mid-Atlantic Chapter of the American Public Works Association

LEED Silver Fairfax County McLean District Police Station and Governmental Center Renovation and Addition, McLean, VA

- Law Enforcement Facilities III – Officer Station Design Awards (Less than 25,000 square feet): Notable, Officer.com Law Enforcement Design Awards

ABOVE The LEED Silver Charlotte-Mecklenburg Police Department - Independence Division Station.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Wilson's Mills, North Carolina
4083 Wilson's Mills Road
Smithfield, North Carolina 27577
Telephone Number:
919-938-3885

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Moseley Architects P.C.
911 N. West Street
Suite 205
Raleigh, North Carolina 27603
Telephone Number:
919-840-0091

for the following Project:
(Name, location and detailed description)

Town of Wilson's Mills New Police Headquarters
Smithfield, North Carolina 27577

The Owner and Architect agree as follows.

Init.
/

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program as identified in the Town of Wilson's Mills Request For Qualifications dated July 15, 2024 consisting of nine private offices, space for rooms including evidence room, conference room, breakroom, kitchen, three interview rooms, training/EOC room, file/records room, workout/gym/locker room, showers, armory, equipment room, front foyer with waiting area and restrooms, reception area with bullet resistant glass, and an IT room.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project site is located at the existing Wilson's Mills government complex at 4083 Wilson's Mills Road, Smithfield, North Carolina 27577. The Project consists of the evaluation of the existing site to accommodate a new Police Headquarters building and associated parking; preparation of a space needs assessment documenting the 5-, 10-, and 20-year space needs of the Police Department, and preparation of Construction Documents of a new Police Headquarters up to 15,000 square feet in area. The Project will be constructed using a Construction Manager at Risk (CmaR) delivery method pursuant to competitive qualification-based selection. Moseley Architects will provide Bidding/Pricing and Construction Contract Administration services under a separate proposal when the Town is prepared to engage in those services.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined as the Project progresses.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

1 Design phase milestone dates, if any:

To be determined as Project progresses

per section 3.1.3.

2 Construction commencement date:

To be determined as Project progresses per section 3.1.3.

3 Substantial Completion date or dates:

To be determined as Project progresses

per section 3.1.3.

4 Final Completion date or dates:

To be determined as Project progresses per section 3.1.3.

~~4~~ 5 Other milestone dates:

To be determined as Project progresses per section 3.1.3.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Leighanna T. Worley, MMC, Town Administrator
Town of Wilson's Mills, North Carolina
4083 Wilson's Mills Road
Smithfield, North Carolina 27577
Telephone Number: 919-938-3885

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Init.
/

(List name, address, and other contact information.)

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

~~1~~ ~~Geotechnical Engineer:~~

Not

Applicable

~~2~~ ~~Civil Engineer:~~

~~3~~ ~~Other, if any:~~

~~—(List any other consultants and contractors retained by the Owner.)~~

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Joshua N. Bennett, AIA, WELL AP, Vice President
Moseley Architects P.C.
911 N. West Street
Suite 205
Raleigh, North Carolina 27603
Telephone Number: 919-840-0091

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

~~1~~ ~~Structural Engineer:~~

Moseley Architects P.C.

~~2~~ ~~Mechanical Engineer:~~

Moseley Architects P.C.

~~3~~ ~~Electrical Engineer:~~

Moseley Architects P.C.

~~4~~ ~~Plumbing Engineer:~~

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§ 1.1.11.2 Consultants retained under Supplemental Services:
Moseley Architects P.C.

5. Fire Protection:

Moseley Architects P.C.

6. Security:

Moseley Architects P.C.

7. Civil Engineer/Geotech:

McGill Associates
5400 Trinity Road
Suite 107
Raleigh, North Carolina 27607

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.2.2 The Owner agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond the Architect's ability to predict or control and understands that the Architect by training and experience does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards. Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations or assessments provided as part of the Architect's Services are presented solely on the basis of data currently available and may no longer be valid if that data materially changes. The Owner further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore events are based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures. Therefore, the Architect and the Owner have discussed the risks and benefits of resilient design alternatives and the Owner agrees that because disruptive climate events are unforeseeable at the time this contract for services was negotiated, that it will waive any claim against the Architect related to climate events that exceed those addressed by existing codes and standards.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than a combined single limit one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The ~~usual and customary~~ Architect's Basic Services consist of those described in this Article 3 and include ~~usual and customary structural, mechanical, and electrical engineering services. Services indicated in Section 1.1.1.1 and as described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering. Services not indicated in Section 1.1.1.1 and not set forth in this Article 3 are Supplemental or Additional Services.~~

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner and Architect are aware that many factors outside the Architect's reasonable control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices. For purposes of this Agreement, such factors include, but may not be limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, pandemics, epidemics, quarantines, or other local, state, or national declared emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's representatives, contractors or consultants; or discovery of any hazardous substances or differing site conditions or other similar or reasonably unforeseen events. Notwithstanding the above factors, Architect reserves the right to seek common law defenses as may be applicable if such services are adversely affected.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written ~~approval~~ acceptance.

§ 3.1.5 The Architect ~~shall~~ shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of the submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date, may, if agreeable to both parties, require a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between the applicable laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review ~~the program and~~ other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. ~~The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase ~~Services~~ Services, to be provided upon written authorization from Owner.

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; competitive bids;~~ (2) confirming responsiveness of ~~bids or proposals; bids;~~ (3) determining the successful ~~bid or proposal, if any; bid;~~ and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. ~~facilitating the distribution of Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to, prospective bidders;~~ distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to, prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1—~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~ 3.6 Construction Phase Services, to be provided upon
- 2—organizing and participating in selection interviews with prospective contractors;
- 3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and, written authorization from
- 4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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 Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Owner</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Owner</u>
§ 4.1.1.19 Tenant-related services	<u>Owner</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 Exhibit A	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>

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§ 4.1.1.28 Furniture, furnishings, and equipment Furniture design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants Energy Modeling	Not Provided
§ 4.1.1.30 Other Supplemental Services Life Cycle Cost Analysis and Energy Modeling as Design Tool	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below-provided.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below:

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
11. Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, at such time as negotiated by Owner and Architect, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services at such time as negotiated by Owner and Architect exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 To be determined at a later date when such services are required/negotiated () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.1.1 The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect or suspected defect(s) in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or in the Architect's professional services, so that the Architect may be afforded the opportunity to address such alleged fault or defect(s). Failure by the Owner to promptly notify the Architect in writing of the discovery or suspicion of such fault or defect(s) shall relieve the Architect of liability for any damages caused by the fault or defect(s) in excess of the damages that would have been incurred if the Owner had given prompt notification to the Architect when such fault or defect(s) were first discovered or suspected by the Owner, and the Architect had promptly corrected such fault or defect(s).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit for the Owner, but also carries with it associated risks. Such risks include, but are not limited to, the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.17 The Architect shall be entitled to rely upon the proper performance by the Owner's Representative (OR) of the items on the DR&A list (a list of duties, responsibilities and authority) and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions, or decisions given by the Owner and OR.

§ 5.18 If the Owner retains the services of a Value Engineer (VE), or similar entity, to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the Architect for review, and adequate time shall be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, despite the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.19 The 179D tax deduction incentivizes building owners and designers for designing energy-efficient building systems, including lighting, HVAC, and building envelope components. Since government entities do not pay taxes, this deduction is not available to you, the Owner. Current tax code allows for this deduction to be allocated to the Architect on eligible projects to help incentivize energy-efficient building design. Per the Department of Treasury, the Architect shall not have to pay a fee or allocate any portion of the potential deductions to the Owner to receive an allocation letter. The Owner further recognizes that the Architect, unless they opt-out, is the only entity eligible to pursue such allocations in accordance with 26 U.S. Code §179D, which reads in part, "The allocation of the deduction [is] to the person primarily responsible for designing the property in lieu of the owner of such property." To ensure compliance with the U.S. Code, the Owner agrees to sign such an allocation letter after receiving a request from the Architect to do so. A 'SAMPLE' allocation letter is referenced in Exhibit X. The Architect shall be responsible for obtaining and procuring a letter of certification from a third-party entity who will perform the required energy modeling and conduct a physical site visit of the Project, and the Architect shall also be responsible for any certification fees and distribution of deductions ultimately approved by the IRS.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, ~~If, through no fault of the Architect,~~ the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 For existing facilities inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing facility which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known with the exercise of reasonable prudence and caution in accordance with sound professional practices.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness
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for a particular purpose.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. 7.2 Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities.

~~§ 7.3.1~~ § 7.3. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the Architect and the electronic files, the signed and sealed hard-copy construction documents shall govern.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action action, including indemnity and any statutes of limitations and repose, against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ 6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with the period of repose set forth in this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all

consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7 Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

Init.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements termination including Reimbursable Expenses then due.

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1. Termination Fee:~~

~~2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3, located.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. ~~No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.~~

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment other.~~

§ 10.4 ~~If Pursuant to 10.11, if~~ the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, ~~relationship, third-party rights or benefits, with~~ or a cause of action in favor of, ~~a third party of a third party person or entity~~ against either the Owner or the Architect. ~~The Architect's services, Instruments of Service, and work product required under this Agreement are being performed and are intended solely for the Owner's use and benefit.~~

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall

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survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.10 If, due to the Architect’s negligence, a required item or component of the Project is omitted from the Architect’s construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 10.11 The Architect shall not be required to sign any documents that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain, or that in any way might increase the Architect’s risk or the availability or cost of its insurance.

§ 10.12 The Architect agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than seven (7) years, in a reasonably accessible manner consistent with the Architect’s internal document retention policy.

§ 10.13 The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, Services described herein, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Commented [GD3]: Note that bidding and construction admin services not included.

Compensation for these services shall be the lump sum of Five Hundred Fifty-Two Thousand, Three Hundred Twenty-Nine and 00/100 Dollars (\$552,329.00), to be allocated as follows:

- .2 Percentage Basis

Basic Services – Base Building	
Schematic Design:	\$120,529.00
Design Development:	\$162,698.00
Construction Documents:	\$207,688.00
Bidding Phase:	TBD

Construction Phase:	TBD
Subtotal Basic Services:	\$490,915.00
Additional Services	
Furniture Design and Procurement Services:	\$46,414.00
Geotechnical Services:	\$15,000.00
Subtotal Additional Services:	\$61,414.00
Total Services:	\$552,329.00

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6:

.3 Other

.2 Not Used

(Describe the method of compensation)

.3 Not Used

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: Not Used
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed as Additional Services are required OR In accordance with Exhibit hereto.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the The proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (- %)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

<u>Schedule of Hourly Billing Rates Calendar Year 2025</u>	
<u>Principals</u>	<u>\$264</u>
<u>Architects</u>	
Senior Project Manager	<u>\$246</u>
Project Manager	<u>\$193</u>
Architect	<u>\$185</u>
Project Designer	<u>\$123</u>
<u>Security and Detention Design</u>	
Security Design Specialist	<u>\$233</u>
<u>Moseley Engineering Director</u>	<u>\$264</u>
<u>Moseley Mechanical/Electrical/Plumbing/Engineering</u>	
Senior Engineer	<u>\$216</u>
Engineer/Designer	<u>\$177</u>
Intern Technician	<u>\$123</u>
<u>Moseley Structural Engineering</u>	
Senior Engineer	<u>\$193</u>
Engineer/Designer	<u>\$161</u>
Intern Technician	<u>\$123</u>
<u>Moseley Interior Design</u>	
Interior Design Director	<u>\$216</u>
Senior Interior Designer	<u>\$145</u>
Project Interior Designer	<u>\$123</u>
<u>Corrections Planner</u>	<u>\$264</u>
<u>Criminal Justice Consultant</u>	<u>\$210</u>
<u>Construction Administration</u>	
Construction Administrator	<u>\$185</u>
<u>Specification Writer</u>	<u>\$185</u>
<u>Sustainability Planning</u>	
Sustainability Planning Director	<u>\$216</u>
<u>Energy Analyst</u>	<u>\$181</u>
Sustainability Coordinator	<u>\$161</u>
<u>Administrative</u>	<u>\$85</u>

Rates are subject to change on January 1 of each year

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Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Project (unless specifically included in the Basic or Supplemental Services);
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.3, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12 % twelve percent per annum

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

12.5 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable

Commented [GD4]: Compliance with which provision? I disagree that merely including required notices is sufficient to assure the non-discrimination set forth in 12.2.1.

attorneys' fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others that they are not legally liable.

12.6 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.7 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

12.8 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

12.10 If the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect.

In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action, including negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees and subconsultants (collectively, Architect), which may arise out of or may be connected to the presence of such hazardous materials. The Owner acknowledges that the Architect is not and shall not be required to be an arranger, generator, operator or transporter of hazardous materials present at or near the Project site (as these terms are defined in applicable federal or state statutes and all related regulations).

12.12 The Architect and/or its consultant will prepare a plan indicating the locations for known existing subsurface infrastructure with respect to assumed locations of existing underground improvements. Such services by the Architect and/or its consultant will be performed in a manner consistent with the Architect's professional standard of care. However, such plans may not identify all existing underground infrastructure and that the information upon which the Architect reasonably relies may contain errors or may be incomplete. Therefore, the Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect for damages to existing underground infrastructure and improvements resulting from subsurface penetrations in locations established by the Architect that are based on properly filed and available records of said existing underground infrastructure.

12.15 This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
2. Building Information Modeling Exhibit, if completed:

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Leighanna T. Worley, MMC, Town Administrator
Town of Wilson's Mills
(Printed name and title)

ARCHITECT (Signature)

-Joshua N. Bennett, AIA, WELL AP, Vice President
Moseley Architects P.C.
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™—28

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 14:02:27 ET on 02/10/2025 under Order No. 4104248195 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Memo

Date: September 15, 2025
To: Mayor Byrd and Councilmembers
From: Patrick Moore, Public Works Director
RE: Bids for Dog Park Shelter

Bids for the shelter at the Dog Park are expected to arrive tomorrow. If all goes as planned, you will receive the bids at your meeting Monday night for review. At this time you can choose how to move forward.

Patrick