

Mayor
Jill Swain

Mayor Pro-Tem
Sarah McAulay

Commissioners
Danae Caulfield
Charles Jeter
Ron Julian

Town Manager
Gregory H. Ferguson

Town Attorney
Bob Blythe



Department Heads
Max Buchanan, Public Works
Bill Coxe, Transportation
Michael Jaycocks, Parks & Rec
Craig Norfolk, Electric
Philip Potter, Police Chief
Jack Simoneau, Planning
Janet Stoner, Finance

Assistant Town Manager
Gerry Vincent

Town Clerk
Janet Pierson

AGENDA

Regular Town Board Meeting

November 21, 2011 – 6:30 p.m.

TOWN HALL (101 Huntersville-Concord Road)

I. Pre-meeting – 6:00 p.m.

- A. Police Communications.

II. Call to Order

III. Invocation/Moment of Silence

IV. Pledge of Allegiance

V. Mayor and Commissioner Reports/Staff Questions

- A. Mayor Swain (MTC, NMIP Management Team, ASC Board)
B. Commissioner Danae Caulfield (COG, Police Dispatch)
C. Commissioner Charles Jeter (LNTC)
D. Commissioner Ron Julian (LNREDC Board, Lake Norman Chamber, School Advisory Committee)
E. Commissioner Sarah McAulay (MPO, NC 73 COP, Planning Coordinating Committee, VLN)

VI. Public Comments, Requests, or Presentations

- A. Presentation of the financial statements.
B. Small Business Saturday Proclamation. *(Mayor Swain)*

VII. Agenda Changes

- A. Agenda changes, if any.
B. Adoption of Agenda.

VIII. Public Hearings

None

IX. Other Business

- A. Consider decision on Petition #S11-02, a request by Glenwood Development Co., LLC to revise the Special Sign District Overlay for the Shoppes at Birkdale Crossing shopping center. **Attachment No. 1.** *(Brian Richards)*
- B. Consider approving contract with Yates-Chreitzberg-Hughes Architects, PA for the construction of up fit items in the new police building. **Attachment No. 2.** *(Greg Ferguson)*
- C. Consider approving Renewal Agreement for Management Services with HSW to provide management services to Huntersville Family Fitness & Aquatics. **Final Agreement to be included in Friday Report.** *(Greg Ferguson)*
- D. Consider appointment to the Board of Adjustment. **Attachment No. 3.** *(Jack Simoneau)*
- E. Discuss and consider forming Veterans Memorial Committee. *(Commissioner Caulfield)*
- F. Discuss and consider forming Historic Preservation Committee (Torrence Lytle School – first project). *(Commissioner Caulfield)*

X. Consent Agenda

A. Approve minutes of the November 7, 2011 Regular Town Board Meeting. *Enclosure.*

XI. Closing Comments

XII. Adjourn

To speak concerning an item on the Agenda, please print your name and address on the sign-up sheet on the table outside the Board Room prior to the meeting. If you wish to speak concerning an item that is added to the Agenda during the meeting, please raise your hand during that item. Each speaker will be limited to 3 minutes.

**AS A COURTESY, PLEASE TURN CELL PHONES
OFF WHILE MEETING IS IN PROGRESS**

ATTACHMENT NO. 1

**Town of Huntersville
REQUEST FOR BOARD ACTION
November 21, 2011**

REVIEWED:
Town Manager <input checked="" type="checkbox"/>
Finance Officer _____
Town Attorney _____

To: The Honorable Mayor and Board of Commissioners
From: Brian Richards, GIS Administrator
Subject: Final Action for Shoppes at Birkdale Crossing Sign District Revision

Petition #S11-02, a request by Glenwood Development Co LLC to revise the Special Sign District Overlay for the Shoppes at Birkdale Crossing shopping center. The site is located on the south side of Sam Furr Rd approximately .8 miles west of 177.

ACTION RECOMMENDED: Take Final Action

ATTACHMENTS: Staff Analysis
A. Application
B. Revision Picture

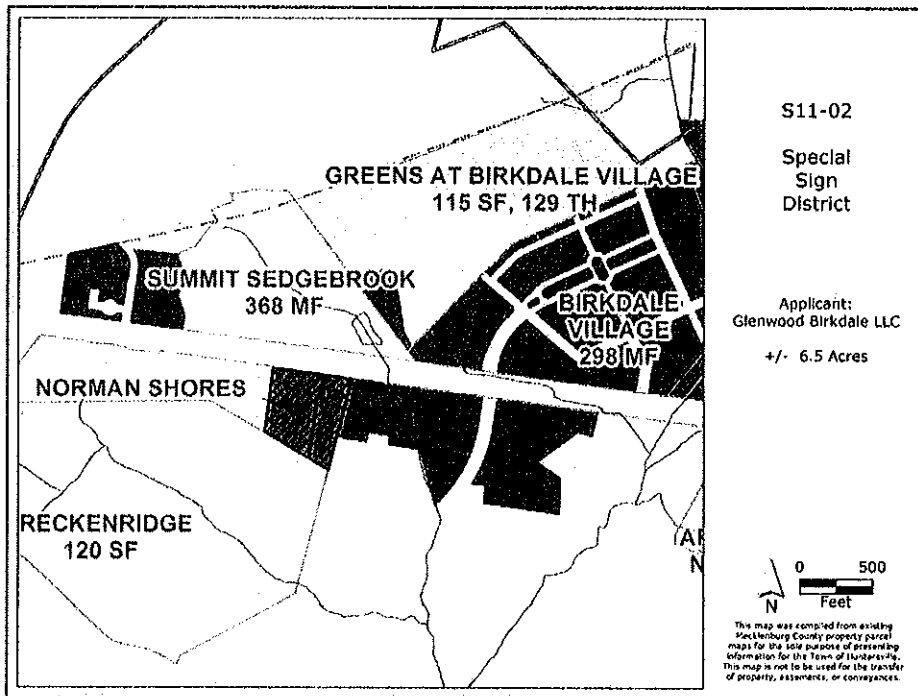
FINANCIAL IMPLICATIONS: N/A

Shoppes at Birkdale Crossing Special Sign District Overlay Revision

Project Description

Glenwood Development LLC is requesting to revise the Special Sign District Overlay for the Shoppes at Birkdale Crossing development. The original Special Sign District was approved on August 6th 2007.

The Shoppes at Birkdale Crossing is located approximately .8 miles West of I77 on the Southside of Sam Furr Rd. The subject property is zoned Highway Commercial Conditional District (HC-CD).



Details of the Special Sign District Overlay

Below are the major highlights of the proposed revision to the Special Sign District.

1. **Directory Sign.** Glenwood Development is requesting to increase the size of the existing directory sign to 120 sqft.
2. All other signage would comply with the existing Sign Overlay or current code.

Staff Recommendation

1. **Directory Sign.** The increased size would be the same amount allowed under the Planned Development Flexibility Option. Staff supports the request. See Attachments B.

Planning Board Recommendation

Planning Board recommended approval (6-0) on Tuesday November 15, 2011.

Attachments/Enclosures

Attachments

A – Application

B – Revision Picture

STATEMENT OF CONSISTENCY

Per the North Carolina General Statutes § 160A-383 and Article 11.4.7 b-d of the Town of Huntersville Zoning Ordinance, rezoning actions must be accompanied by a *Statement of Consistency*. Two statements are provided below that need to be incorporated into the motion either to approve or deny the petitioner's request.

[Approve]

In considering the proposed Special Sign District Overlay for the Shoppes at Birkdale Crossing development the Town Board of Commissioners finds that it is consistent with the Town of Huntersville Zoning Ordinance. We recommend approving the Special Sign District, Petition S11-02, as presented. It is reasonable and in the public interest to approve the Special Sign District plan because..... *(Explain)*

OR

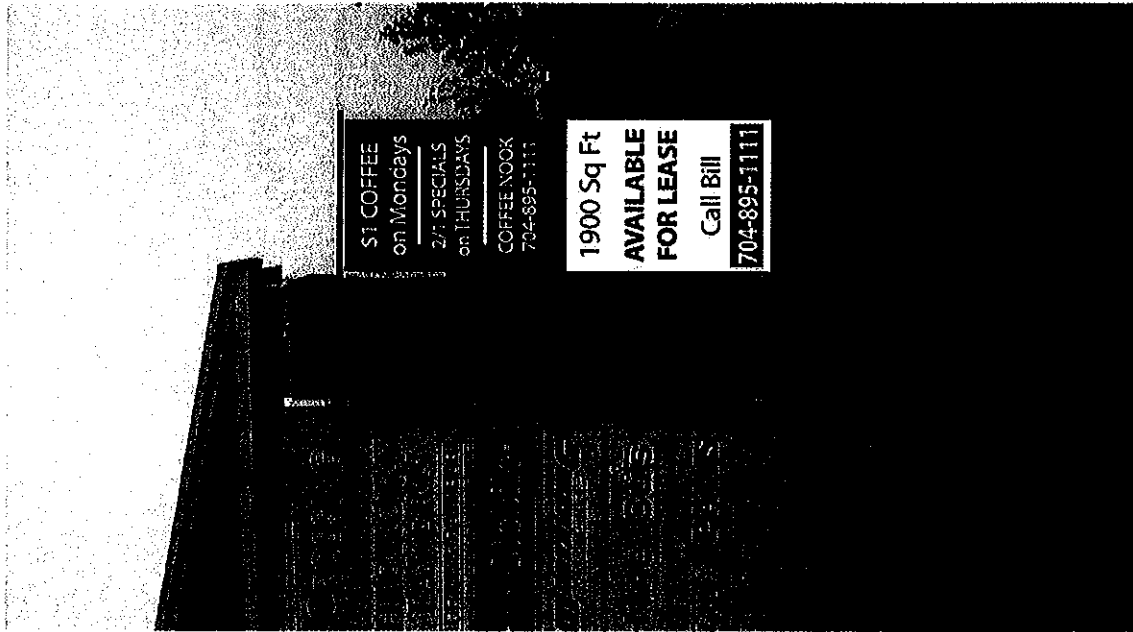
[Deny]

In considering the proposed Special Sign District Overlay for the Shoppes at Birkdale Crossing development the Town Board of Commissioners finds that it contravenes the intent of the Town of Huntersville Zoning Ordinance. We recommend denial of the Special Sign District, Petition S11-02, as presented. It is not reasonable and not in the public interest to approve the Special Sign District plan because..... *(Explain)*



18335 Old Statesville Rd. S1 L
 Cornelius, NC 28031
 704-695-9100 (6)
 704-695-9121 (f)
 www.artisansignsandgraphics.com
 sales@artisansignsandgraphics.com

Option 1 - Use (2) 3'x4'x1/8"
Dibond Panels with hanging arm system



Option 2 - Use (1) 3'x8'x1/8"
Dibond Panel with hanging arm system



Easily Interchangeable panels - slides into top and bottom channels and tightened with set screws.

This Drawing and all reproductions thereof are the property of Artisan Signs and Graphics Inc and may not be reproduced, published, changed or used in any way without written consent.

DRAWN BY	SC
DATE	9/26/11
SCALE	NTS
SHEET NO.	

ATTACHMENT NO. 2

REQUEST FOR BOARD ACTION

November 21, 2011
Regular Town Board Meeting

REVIEWED:

Town Manager X

Finance Officer

Town Attorney

TO: Mayor Swain and Board of Commissioners

FROM: Greg Ferguson, Town Manager *GF*

SUBJECT: Contract with Yates-Chreitzberg-Hughes Architects, PA.

The Town has conducted a selection process previously and the Town Board has selected YCH Architects as the architects for the police station. The attached contract is for the construction of up fit items in the new police building.

The agreement reflects costs that are part of the previously approved capital project ordinance for the project.

ACTIONS RECOMMENDED: Approve agreement.

ATTACHMENTS: n/a

FINANCIAL IMPLICATIONS: Part of existing capital project ordinance of \$5.8 million to be financed.

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh (7th) day of November in the year Two Thousand Eleven (2011).

(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 Huntersville
PO Box 664
Huntersville, NC 28070

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)

Yates-Chreitzberg-Hughes Architects, PA
145 Union Street, South
Concord, NC 28025

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

Renovations to the Buttar Medical Office Building
Located in the Huntersville Business Park
9630 Julian Clark Avenue
Huntersville, North Carolina

Existing facility is two stories and is approximately 27,000 SF. Renovations will be for the purpose of relocating the Huntersville Police Department.

The Owner and Architect agree as follows.

Project Scope will be as defined in Exhibit "A" - Memorandum of Understanding, dated November 7, 2011, prepared by Yates-Chreitzberg-Hughes Architects. Included with this document are proposed Conceptual Floor Plans, dated November 1, 2011, and are known herein as Exhibits "B" & "C" and will be the basis for Schematic Design, Article 3.2.

Exhibits "B" & "C" were prepared utilizing floor plans of the building for the First and Second Floors as provided to the Architect by the Owner.

The above documents are critical in the definition of the Scope of the Project, the Architect and his Consultants' Scope of Work, and the expected Construction and Development Cost of the Project.

The Architect and his Consultants will provide Basic Services as provided in Article 3 within this Agreement with the exception that Article 3.3 – Design Development, will not

Init.

AIA Document B101[™] – 2007 (formerly B161[™] – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:42:24 on 11/11/2011 under Order No.4130635807_1 which expires on 07/25/2012, and is not for resale.

User Notes:

(1718301769)

be provided. Services are not provided herein for Civil Engineering. Interior Design is limited as per Article 3.1.

The Architect and the Owner specifically agree that the Architect and his Consultants will not be held responsible or liable for the presence or discovery of Hazardous Materials as per Article 10.6 of this Agreement. As this is an existing facility, the Architect and his Consultants will not be held liable for the Building's compliance with the Americans with Disabilities Act (ADA). The Architect will be responsible only for the areas of which renovations occur. This project will be designed to and permitted under the 2012 NC State Building Code with 2009 IBC North Carolina Amendments.

The Architect and his Consultants, utilizing Exhibits "B" & "C", will conduct an Analysis of the Existing Building in an effort to determine existing conditions and systems found therein. The Architect and his Consultants will not provide Exhaustive Analyses or Investigation of areas within the building out of the context of anticipated floor plan changes as shown in Exhibits "B" & "C".

Should it be found that Existing Conditions within the building, once a building survey is accomplished by the Architect and his Consultants, are substantially different than identified on the floor plans, dated November 1, 2011, and as provided by the Owner, then the Owner and the Architect agree to equitably adjust the Scope of Work of the Architect and his Consultants. Compensation will be equitably adjusted, commensurate with a change in the Project Scope.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants,

Int.

AIA Document B101™ - 2007 (formerly B161™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:42:24 on 11/11/2011 under Order No.4130635807_1 which expires on 07/25/2012, and is not for resale.
User Notes:

(1718301769)

Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

As stated within Exhibit "A" – Memorandum of Understanding, dated November 7, 2011, prepared by Yates-Chreitzberg-Hughes Architects.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be mutually established by both the Owner and Architect.

.2 Substantial Completion date:

To be mutually established by both the Owner and Architect.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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.

§ 2.3 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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per occurrence
\$2,000,000 aggregate

.2 Automobile Liability

\$1,000,000 combined single limit

.3 Workers' Compensation

\$100,000 per accident
\$200,000 disease – each employee
\$500,000 disease – policy limit

Int.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:42:24 on 11/11/2011 under Order No.4130635807_1 which expires on 07/25/2012, and is not for resale.
User Notes:

(1718301769)

4 Professional Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, plumbing, mechanical, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Additional Services-~~Services~~

Services include that of an Interior Design Consultant. Services shall be limited to selecting permanent materials only (carpet, paint, and other permanent finishes) in areas that will receive or undergo demolition and renovation. The Architect and his Consultants will not provide services unilaterally for the entire building. Therefore, the Owner can expect that finishes within the renovated areas will be selected to match other existing finishes that will remain after the construction process is complete. Should the Owner desire to change the Scope of Work to include removal and replacement of ALL permanent finishes within the building, then the Scope of the Project can be amended with appropriate compensation to the Architect provided under Article 11.

Services of the Architect and his Consultants do not include Civil Engineering or modifications to the existing site, building systems, including Security, IT, and Communication Systems.

Services and Compensation to the Architect and his Consultants does not include testing of exterior site conditions (geotechnical) and interior building systems not limited to HVAC, Controls, Plumbing, Fire Protection, and Electrical to verify capacities, volumes, or compliance with Building Industry Design Standards, as applicable.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

§ 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.

§ 3.2 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.

init.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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-~~ 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 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 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 such other elements as may be appropriate. 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.~~

~~§ 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 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION PHASE SERVICES

§ 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; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 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;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

Init.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such 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, material and equipment 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 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 A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

Init.

§ 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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~~ observations 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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 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, unless otherwise specifically stated by the Architect, of any 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 Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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.

init.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, 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 conduct ~~inspections-observations~~ to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final ~~inspection-observation~~ indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's ~~inspections-observations~~ 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	YCHA	Basic Services
§ 4.1.2 Multiple preliminary designs	YCHA	Basic Services
§ 4.1.3 Measured drawings	Not provided	
§ 4.1.4 Existing facilities surveys	YCHA	Field Verify & Analysis of As-Built Conditions
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not provided	
§ 4.1.6 Building information modeling	Not provided	
§ 4.1.7 Civil engineering	Not provided	
§ 4.1.8 Landscape design	Not provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	YCHA	To match finishes (See Exhibit A & Article 3.1)
§ 4.1.10 Value Analysis (B204™-2007)	Not provided	

Init.

§ 4.1.11	Detailed cost estimating	Not provided	
§ 4.1.12	On-site project representation	YCHA	Basic Services
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	Not provided	
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	YCHA	Basic Services
§ 4.1.20	Telecommunications/data design	Not provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not provided	
§ 4.1.22	Commissioning (B211™-2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing 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.

Init.

§ 4.3.2 To avoid delay in the Construction Phase, 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~(---)reviews-review~~ of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~(---)visits-Periodic observation defined as (1) visit per week~~ to the site by the Architect over the duration of the Project during construction and one visit per month for each Consulting Engineer
- .3 ~~(---)inspections-Periodic observation~~ 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 ~~(---)inspections-Periodic observation~~ for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Six (6) 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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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.

§ 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

Int.

contours of the site; locations, dimensions and 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 but are not limited to 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 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and

init.

scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. Article 6.6.1-5, the Architect will be compensated commensurate with the effort required and as mutually negotiated with owner to perform any services desired by the Owner as defined in those articles.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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.

§ 7.3 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author 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

Init.

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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 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 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 A201-2007, 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.

§ 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[] Arbitration pursuant to Section 8.3 of this Agreement

Init.

Litigation in a court of competent jurisdiction

Other (Specify)

§ 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.

§ 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.

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 Architect shall be paid 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.

Init.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 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.

§ 10.4 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 or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 **HAZARDOUS MATERIALS** - ~~Unless otherwise required provided~~ in this Agreement, the Architect and its consultants 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. The Owner agrees to indemnify and hold harmless the Architect, its consultants and their agents and employees from and against any and all such claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from performance of services by the Architect, its consultants or their agents or employees relating to such services

Init.

except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party 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, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 ADA COMPLIANCE -- As the American with Disabilities Act (ADA) is primarily a law concerning Civil Rights and Civil Legislation, Architects are not knowledgeable concerning all of the possible interpretations of this document. Therefore, when complete, the facility may or may not be fully ADA compliant. As such, the Architects will comply with the current 2012 Edition of the NC State Building Code (2009 International Building Code (IBC) with North Carolina Amendments). The Architect shall also utilize the same 2012 Edition of the North Carolina State Building Code for Accessibility requirements of Chapter 11 and the referenced American National Standards ICC/ANSI A117.1-2009. The Architect can and will utilize these documents as its full responsibility concerning accessibility to the Owner for the Project.

Should the Owner wish to provide total compliance with the ADA, the Architect recommends that the Owner retain a qualified ADA Consultant who has specific and total knowledge regarding requirements and interpretations of the American with Disabilities Act.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

BASIC SERVICES:

YCH Architects and his Consulting Engineers shall be compensated to complete Work as shown on First and Second Floor Renovations, as prepared by YCH Architects, dated November 1, 2011, for a Lump Sum Fee of Eighty Thousand Dollars (\$80,000) plus Normal Reimbursable Expenses.

Upon completion of established compensation, progress payments for Basic Services in each Phase shall total the following percentages of the Lump Sum Fee:

<u>Schematic Design</u>	<u>40%</u>	<u>\$ 32,000</u>
<u>Construction Documents</u>	<u>40%</u>	<u>\$ 32,000</u>
<u>Bidding/Negotiation</u>	<u>05%</u>	<u>\$ 4,000</u>
<u>Construction Administration</u>	<u>15%</u>	<u>\$ 12,000</u>
<u>Total Phases:</u>	<u>100%</u>	<u>\$ 80,000</u>

FIELD VERIFICATION & DEVELOPMENT OF AS-BUILTS:

YCH Architects and his Consulting Engineers shall be compensated to complete Work to Field Verify and Develop As-Built Conditions on the project site as a Basis for the Development of Construction Documents on an Hourly Rate Basis Not to Exceed Twenty Thousand Dollars (\$20,000) plus Normal Reimbursable Expenses. Refer below to Article 11.2 for Hourly Rate Schedule.

REIMBURSABLE EXPENSE ALLOWANCE:

Reimbursable expenses will be billed as provided and allowed within this Agreement and shall include mileage, printing, postage, etc., at an allowance of Ten Thousand Dollars (\$10,000).

init.

AIA Document B101™ -- 2007 (formerly B151™ -- 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:42:24 on 11/11/2011 under Order No.4130635807_1 which expires on 07/25/2012, and is not for resale.

User Notes:

17

(1718301769)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Principals:

	Dennis E. Yates, AIA	\$250.00/Hour
	D. Michael Chreitzberg, AIA	\$250.00/Hour
	William T. Hughes, AIA, LEED	\$250.00/Hour
Registered Architect:	Ed Estridge, RA	\$165.00/Hour
Interior Designer	Grace G. Thomas, ASID	\$135.00/Hour
Sr. Technical Personnel, including CAD Equipment		\$ 95.00/Hour
Technical Personnel, including CAD Equipment		\$ 75.00/Hour
Administrative Personnel		\$ 55.00/Hour

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Article 11.2 above.

§ 11.4 Compensation for 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 percent (1.075 %), or as otherwise stated below:

§ 11.5 ~~Where compensation~~ Compensation for Basic Services is based on ~~a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~ Phases as indicated above in Article 11:

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

§ 11.6 ~~When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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.)

See Article 11.2 Additional Services Rates.

Employee or Category	Rate
----------------------	------

init.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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 percent (1.075 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Sixteen Thousand Dollars (50% of Schematic Design) (\$ 16,000.00) 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.~~ account.

§ 11.10.2 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.)

Prime rate prevailing in the Wall Street Journal plus one and one-half percent, per annum. %

§ 11.10.3 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 dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

init.

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 Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" – Memorandum of Understanding, dated November 7, 2011.
Exhibits "B" & "C" – Conceptual Floor Plans – First & Second Floor Renovations, dated November 1, 2011.

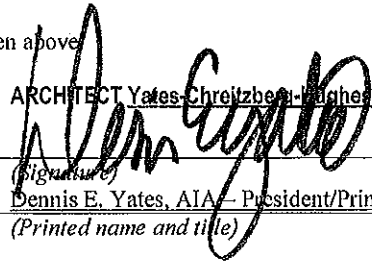
This Agreement entered into as of the day and year first written above

OWNER Town of Huntersville

(Signature)

(Printed name and title)

ARCHITECT Yates-Chritzberg-Hughes Architects, PA



(Signature)

Dennis E. Yates, AIA – President/Principal

(Printed name and title)

Int.

Y A T E S ■ C H R E I T Z B E R G ■ H U G H E S



MEMORANDUM OF UNDERSTANDING

November 7, 2011

Mr. Greg Ferguson, Manager
 Town of Huntersville
 PO Box 664
 Huntersville, NC

Reference: Huntersville Police Department - Huntersville Business Park

Subject: Analysis of Existing Conditions, Opinion of Cost, & Proposal for A-E Design Services

Dear Greg:

We appreciate the opportunity offered by you to participate in the Renovation of the above referenced project. For a basis this Proposal and Analysis, we will utilize floor plans of the building provided by you to us on November 1, 2011, and a subsequent meeting with Chief Potter on November 3, 2011. We offer the following:

PROJECT ASSUMPTIONS

- After research, it is our understanding that existing Construction Documents representing as-built conditions of the building are not available. As such, we are predicating our comments and assumptions totally on the floor plans given to us.
- Proposed floor plan changes represent discussions and a Program of Needs as developed with Chief Potter on November 3, 2011. We are submitting copies of the proposed changes as part of our basis of work. These changes represent the re-assignment of various spaces within the existing building/floor plan and renovations required to incorporate other functional considerations. We will continue to work with Chief Potter to derive a floor plan suitable for his programmatic needs to include renovations of the existing building conditions.
- An enclosed sallyport will be constructed on the first level of approximate size as shown on proposed first floor plan.
- It is assumed that work will not occur on the exterior of the building to change windows, doors, or other exterior conditions of the building, except for construction of the sallyport, rework entry, addition of fencing, flag poles, and signage.

- As the interior finishes (carpet, paint, etc.) have minimal use in the spaces that are to be renovated or changed, we will provide "matching" finishes that will seek to utilize and retain existing carpets, etc., as much as practical. This Proposal does not include services for a complete interiors package for both floors of the building.
- As information regarding existing HVAC, electrical, technology, or other infrastructural systems within the building is not available, modifications, changes and/or renovations will utilize existing systems in place and assumes that adequate capacity is available to do so.
- Proposal does not include the Design/Provisions for Security, IT, Communications, etc.
- As as-built documents are not available, work will be required of the Architect and his Consulting Engineers to field measure / verify existing conditions prior to beginning Design on the project.

OPINION OF COST / PROJECT DEVELOPMENT COST (Opinions of YCH)

First Floor (Renovations)

- Deputy Chief/Captain Area	1,500 SF @ \$75/SF	\$112,500
- Prisoner Holding / Evidence / Processing/Traffic	1,500 SF @ \$75/SF	\$112,500
- Construction of New Sallyport / Storage	1,100 SF @ \$150/SF	\$165,000
- Remove Finishes in Existing Exam Rooms, Remove Cabinetry, Sinks, & Provide New Carpet, Paint	(Allowance)	\$ 30,000
- Reception Counter, provide glass front / fingerprint	(Allowance)	<u>\$ 5,000</u>
Subtotal:		\$ 425,000

Outdoor Changes

- Fencing / Gates	(Allowance)	\$ 80,000
- Flag Poles / Signage	(Allowance)	\$ 10,000
- Rework/Entry / Sidewalks	(Allowance)	<u>\$ 15,000</u>
Subtotal:		\$ 105,000

Second Floor

-	Evidence Storage Area	250 SF @ \$35/SF	\$ 8,750
-	Chief's Office / Admin	1,200 SF @ \$75/SF	\$ 90,000
-	Storage / Special & Staff Services	2,500 SF @ \$50/SF	\$125,000
-	Lockers	78 @ \$250/each	\$ 19,500
-	Locker Rooms	350 SF @ \$50/SF	\$ 17,500
-	Rework Finishes in Offices – Remove cabinets/provide new carpet		<u>\$ 16,000</u>
	Subtotal:		\$276,750

ANTICIPATED CONSTRUCTION COST: \$806,750

-	Architectural-Engineering Fees	(Lump Sum)	\$ 80,000
-	Field Verification & Development of As-Builts (cost Not Exceed)		\$ 20,000
-	Reimbursable Expenses	cost not to Exceed	<u>\$ 10,000</u>

ANTICIPATED PROJECT DEVELOPMENT COST: \$916,750

PROPOSED RE-ALLOCATION OF PROJECT BUDGET AS DEVELOPED BY TOWN MANAGER

- Offer to Purchase	\$4,225,000
- A-E Fee	\$ 80,000
- A-E Fee for Field Verification / Development of As-Built Documents	\$ 20,000
- Reimbursables (Allowance)	\$ 10,000
- Construction for Renovations & Additions	\$ 806,750
- FF&E (Revise down from \$400K to \$250K)	\$ 250,000
- Communications	\$ 55,000
- Fencing (Originally budgeted at \$85K, included in Construction)	\$ 0
- Purchase of 9 Acres of Additional Land	\$ 260,000
- Generator (revised down from \$85K to \$40K)	\$ 40,000
- Security / Access Control System	<u>\$ 60,000</u>

ESTIMATED TOTAL PROJECT DEVELOPMENT COST: \$5,806,750

- Cost of Issuance \$ 48,250

EXPECTED PROJECT DEVELOPMENT COST: \$5,855,000
(Exceeds Allowable Town Manager's Budget by \$55,000) (55,000)

It is our understanding that the Town has an "all-in" budget of \$6,000,000 for project. The proposed Budget will allow for an Unassigned Contingency of approximately \$145,000.

(We will establish Construction Documents with "Add Alternate" Scopes of Work, so that the Owner can control the ultimate cost and outcome of the project.)

SCOPE OF SERVICES

- Yates-Chreitzberg-Hughes Architects (YCH) proposes to provide Programming, Schematic Design, Construction Documents and Construction Administration to complete work as shown on First and Second Floor Renovations prepared by YCH Architects, dated November 1, 2011, for a Lump Sum Fee of Eighty Thousand Dollars (\$80,000) plus Normal Reimbursable Expenses as they occur.

Work will be provided consistent with a recognized Standard of Care and as provided within AIA Document B101, Standard Form of Agreement Between Owner and Architect, 2007 edition. If this Proposal is accepted, the Owner and Architect agree to utilize this form of Agreement.

- A requirement of this project will be for the Architect and his Consulting Engineers to field verify and develop as-built conditions on the project site as a Basis for the Development of Construction Documents. We propose to provide these Services on an Hourly Rate Basis Not to Exceed Twenty Thousand Dollars (\$20,000).

Therefore, Proposal for Services for the Architect and his Consulting Engineers shall not exceed One Hundred Thousand Dollars (\$100,000), exclusive of Reimbursable Expenses at an Allowance of Ten Thousand Dollars (\$10,000).

ANTICIPATED PROJECT SCHEDULE

If this Proposal is accepted, we anticipate approximately 2 to 3 months to complete the Field Verification, development of As-built Conditions, and development of the Construction Documents.

Construction Services could be done efficiently if the Town of Huntersville chooses to use CM at Risk as a method of procurement rather than competitively bidding the project. The advantage of considering CM at Risk on this specific project is that investigation by the CM subcontractor's particularly for MEP systems, could be very beneficial in determining, verifying and anticipating final cost of renovations for the project.

However, it is the belief of YCH that if the project were competitively bid in the open market, that the project could be completed for potentially less funds than provided herein.

Either scenario has advantages. YCH and its Consulting Engineers will discuss the best method with the Town of Huntersville as the project proceeds.

As we have previously worked with Chief Potter and the Town, we feel that we have an established relationship which allows for good communication between our firm and the responsible decision makers for the project. We appreciate the opportunity to have been selected and to work with you.

If you find the above acceptable, please indicate by signature and return of one executed copy.

Proposed by:

Accepted by:

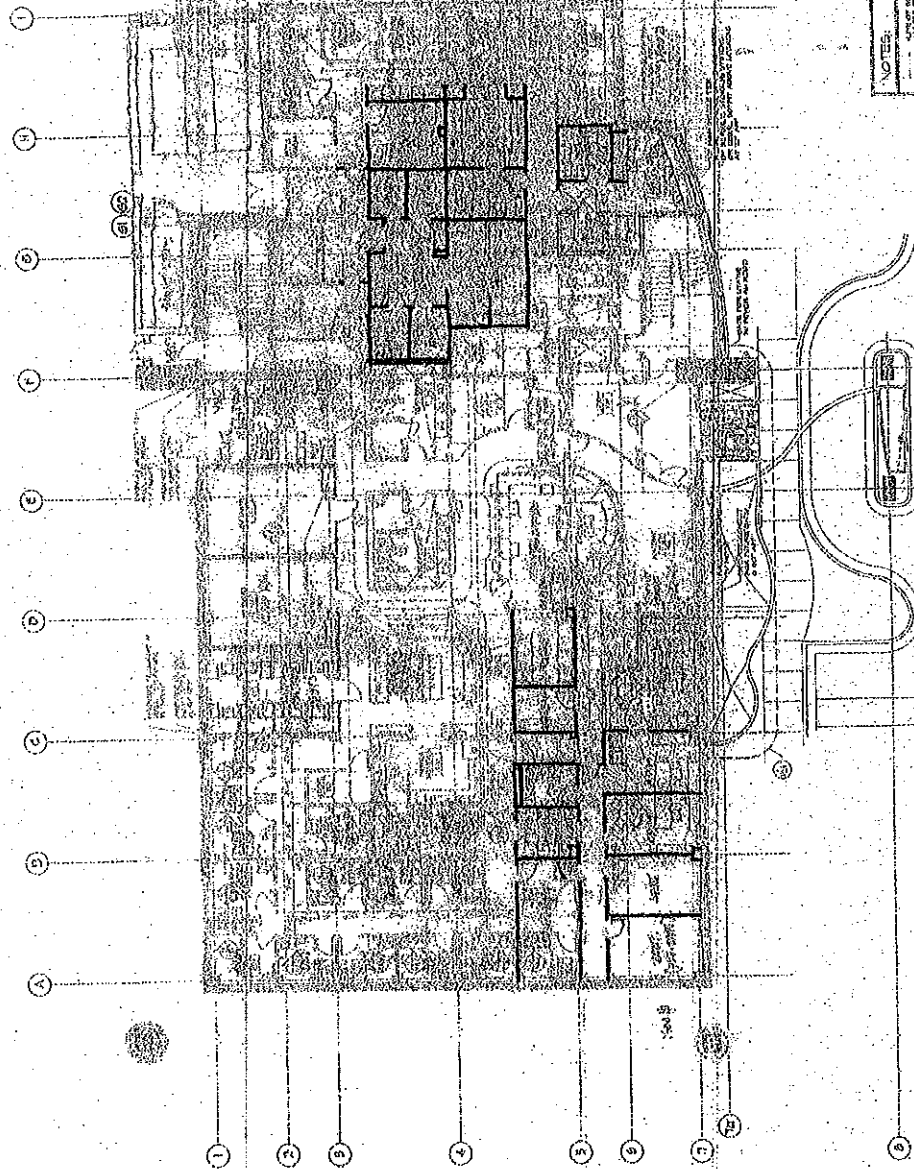
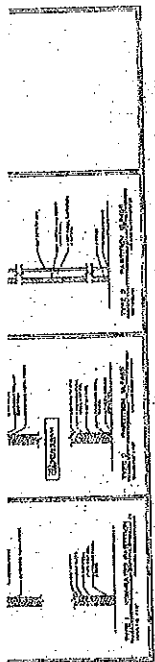
YATES-CHREITZBERG-HUGHES ARCHITECTS

TOWN OF HUNTERSVILLE

 11-7-11
D. Michael Chreitzberg, AIA - Principal Date

Authorized Representative Date

Attachment: Proposed Schematic Floor Plans (dated 11-01-11)



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

HFD 4443 REPAIRS
 FIRST FLOOR LIFT PLAN
 12-1-11

EXHIBIT "B"

ATTACHMENT NO. 3


Town of Huntersville
REQUEST FOR BOARD ACTION
November 21, 2011

REVIEWED:

Town Manager X

Finance Officer _____

Town Attorney _____

To: The Honorable Mayor and Board of Commissioners
From: Jack Simoneau, Planning Director 
Subject: Board of Adjustment Membership

There is a vacant position as a Regular Member on the Board of Adjustment for the ETJ Seat 1. It has a term expiration of June 30, 2012.

The Planning Department has issued Press Releases for interested applicants, and has advertised on the Town website.

An application for the ETJ Seat 1 has been submitted from John Probst, who qualifies for this seat.

ACTION RECOMMENDED:

1. Consider recommending appointment for the ETJ Seat 1, effective upon appointment by the Board of County Commissioners, which term shall continue through June 30, 2012.

ATTACHMENTS: Application(s), Membership Chart
ENCLOSURES: N/A
FINANCIAL IMPLICATIONS: N/A



NOTIFICATION FOR SERVICE FOR THE TOWN OF HUNTERSVILLE BOARD OF ADJUSTMENT

Please type or print in black ink

BACKGROUND INFORMATION

NAME John Probst HOME PHONE 704-875-8441
HOME ADDRESS 14401 Hus McGinnis Rd Huntersville CELL PHONE 704-728-1174
DO YOU RESIDE IN THE TOWN LIMITS OR ETJ? ETJ
PRESENT OCCUPATION self employed engineer WORK PHONE 704-875-0075
PLACE OF EMPLOYMENT Production Services Co-Owner
EMAIL ADDRESS jmprobst@yahoo.com

APPROXIMATE HOURS AVAILABLE PER MONTH FOR SERVING ON ADVISORY BOARD 10-20 or as needed

NAME OF ANY TOWN OR COUNTY BOARDS/COMMITTEES/COMMISSIONS YOU ARE PRESENTLY SERVING ON:
County Park and Rec Cultural Adv Committee EXPIRATION DATE 2012
EXPIRATION DATE

EDUCATION BS degree + some post grad. Engineering/electronics

BUSINESS AND CIVIC EXPERIENCE Owner local business for 23 years. Served two terms on HV Park and Rec Comm, 2 terms on N Park dist adv comm, HV Tree ordinance comm. Organizer Hello Huntersville Festival committee.

AREAS OF EXPERTISE AND INTERESTS/SKILLS Community development and future planning. Assist local towns with Huntersville Christmas, Christmas in Davidson and similar programs, Birkdale Memorial day celebration. Interested in issues involving long term planning for transportation and development

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

(Signature of Applicant)

11-9-11 (Date)



QUESTIONNAIRE

To assist the Board of Commissioners in making appointments to the Board of Adjustment, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview: The Board of Adjustment consists of Regular and Alternate Members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, and one (1) extraterritorial member. The number of Regular members appointed who reside in the extraterritorial zoning jurisdiction ("ETJ") shall at a minimum meet the requirement of NCGS §160A-362 for proportional representation, but shall in no instance be less than one (1). The Alternate membership shall consist of at least two (2) members who reside within the corporate limits, with the remaining alternate member residing in either the corporate limits or the ETJ.

The Board's primary function is to act upon variances, which are specific requests for deviation from the strict letter of the law of the Huntersville Zoning Ordinance. As an example, picture a property with a stream running through it thirty feet back from the road. If the Zoning Ordinance requires that every new house must be set back thirty feet from the road, the property owner is faced with a hardship and may request a variance. The Board of Adjustment acts quite literally as a court, with evidence presented, petitioners sworn in, and strict rules followed to determine if indeed a hardship exists. The Board considers the facts relative to the petition and formulates a legally-binding ruling.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Been a Huntersville resident and business owner for 23 years. Served on Park and Rec commission for two terms and N Park Dist Advisory Comm two terms. Organizer and supporter for original Hello Huntersville festival, served on Tree ordinance committee. Provided input on Open Space Preservation and road alignment hearings. Presently promoting cultural growth in N Meck on County Cultural Advisory Comm.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville needs to determine the things that make it unique and desirable over the other Northern towns and work to preserve and protect them. This includes open space preservation, scenic views and rural road character. How do we get people to choose to live here over other not too dis-similar towns? We may find we have to choose between being bigger and being friendlier and more desirable. Since our town's character has always been that of a small town, how do we keep that quality if we grow to 100,000?

3. Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, how will you ensure that your decisions are formed objectively?

I see this as similar to jury duty which I have done here and in other places I have lived. As an engineer, I am trained to evaluate decisions on objective and logical grounds.



4. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I believe we need to revisit our connectivity ordinances to allow "gated communities" The people that typically live in these are law abiding, tax paying, community involved business owners. Why are we driving them away? That is not to say these communities cannot have multiple entrances to spread traffic flow.

OTHER COMMENTS:

As someone who has lived in and served the community in various ways for over 23 years, I am happy to serve in another position if appointed. I know the ETJ position has gone unfilled for some time and feel it is good to have our area represented on this board since Huntersville controls our zoning.

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Michelle Haines
P.O. BOX 664
HUNTERSVILLE, NC 28070

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at (704) 875-7000.

**Thank you for completing the application and questionnaire.
Please return them to the Huntersville Planning Department**

Town Seat 1

David Snider Chairman
108 Oak Hill Drive
Huntersville, NC 28078
(H) 875-1489 (W) 336-3875
dsnider@ci.charlotte.nc.us

*Reappointed: 2/06/ 8/06; 6/09
Term Expires June 2012*

Town Seat 2

Reta Berman
10230 Vixen Lane
Huntersville, NC 28078
(W) 400-8561
retaberman@earthlink.net

*Reappointed: 3/07; 7/09
Term Expires June 2013*

Town Seat 3

Raymond Kudlak
12501 Hawks Ridge Road
Huntersville, NC 28078
(H) 992-0852 (W) 906-6911
w8isk1@aol.com

*Appointed: 7/20/09; 6/6/11
Term Expires June 2014*

Town Seat 4

Dan Boone
317 Southland Road
Huntersville, NC 28078
(H) 948-1685
danbooneNC@aol.com

*Appointed: 6/2009
Term Expires June 2012*

Town Seat 5

Mike Schutrum
16039 Agincourt Drive
Huntersville, NC 28078
(H) 892-8466 (W) 651-8614
mks@glenwoodco.com

*Re-Appointed: 6/2/08; 3/10
Term Expires June 2013*

Town Seat 6

Jonathan Melvin
8509 New Oak Lane
Huntersville, NC 28078
(H) 274-5451 (W) 507-1625
jonnell1@carolina.rr.com
*Appointed: 7/20/09; 6/6/11
Term Expires June 2014*

ETJ Seat 1

VACANT

*TB Recommended:
BOCC Appointed:
Term Expires June 2012*

Alternate 1 (Town)

Chris Price
8310 Misty Lilac Drive
Huntersville, NC 28078
(H) 704-619-8889
cprice8889@gmail.com

*Appointed 11/7/11
Term Expires June 2013*

Alternate 2 (Town)

Jerry L. Sturch
15486 Stone Hollow Drive
Huntersville, NC 28078
(H) 704-875-2329
jerry.sturch@ariseinc.com

*Appointed 6/6/11
Term Expires June 2014*

Alternate 3 (Town or ETJ)

JoAnne Miller
13900 Asbury Chapel Road
Huntersville, NC 28078
(H) 941-1004
joannebmiller@bellsouth.net

*TB Recommended 3/15/10
BOCC Appointed 4/20/2010
Term Expires June 2012*