



DAVIDSON COUNTY

AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Parks and Recreation

PREPARED BY: Debbie Harris

TITLE: Approval of Sponsorship Proposal for Southmont Community Center

BACKGROUND:

Parks and Recreation has compiled a Sponsorship Proposal for the Southmont Community Center. The Proposal has been approved by the Parks and Recreation Commission. The Facilities Committee considered this Item at its June 5th meeting and recommended it be brought to the full Board for consideration. Additional background information is attached for your review and consideration.

RECOMMENDATION(S):

Approve or disapprove Sponsorship Proposal.

Attachments

Background Information

Facility Committee Agenda Request

Date: May 15, 2025

Meeting Date: June 5, 2025 Consent Agenda Item

Item: Sports Complex Facility Sponsorships

Item Information: Parks and Rec has created a template for available facility
sponsorships for the new sports complex/community center.

Cost: N/A

Source of Funding: N/A

Action to be taken by Commissioners: Approve, Facility Sponsorship Material

Follow-Up Required: N/A

Additional Requirements: _____

Exhibit Material Enclosed: X **Yes** **No**

TO: Dwayne Childress
FROM: Monica Byerly
DATE: May 15, 2025
SUBJECT: Sports Complex Sponsorships

Dear Mr. Childress,

The Parks and Recreation Department was task with creating a facility sponsorship template for the new Sports Complex/Community Center.

On April 9, 2025 a draft was presented to the Recreation Commission. Discussions began on sponsorship ideas. Topics discussed were:

1. Facilities offered for sponsorships
2. Cost amount for sponsorships
3. Term of sponsorships

On May 14, 2025 an updated draft was presented to the Recreation Commission sub-committee. We finalized all updates to the facility sponsorship package and that is what is being presented at Facilities Committee.

If you have any questions please contact Monica Byerly at 336-242-2286.

Thank you

Monica Byerly
Assistant Director



Available Facility Sponsorships

Facility	Quantity	Amount	Term	Availability
Overall Naming	1	\$5 Million	10 Years	
Aquatics Center	1	\$1 Million	10 Years	
Community Center	1	\$500,000	10 Years	
Campground	1	\$50,000	5 Years	
Pavilion	1	\$15,000	5 Years	

Facility	Quantity	Amount	Term	Availability
Multi-Purpose Field 1 (Championship/Turf)	1	\$75,000	5 Years	
Multi-Purpose Field 2 (Turf)	1	\$50,000	5 years	
Multi-Purpose Field 3 (Turf)	1	\$50,000	5 Years	
Multi-Purpose Field 4	1	\$10,000	3 Years	
Multi-Purpose Field 5	1	\$10,000	3 Years	
Multi-Purpose Field 6	1	\$10,000	3 Years	
Multi-Purpose Field 7	1	\$10,000	3 Years	
Multi-Purpose Field 8	1	\$10,000	3 Years	
Multi-Purpose Field 9	1	\$10,000	3 Years	
Multi-Purpose Field 10	1	\$10,000	3 Years	

Facility	Quantity	Amount	Term	Availability
Baseball Field 1 (Championship/Turf)	1	\$50,000	5 Years	
Baseball Field 2	1	\$10,000	3 Years	
Baseball Field 3	1	\$10,000	3 Years	
Baseball Field 4	1	\$10,000	3 Years	
Baseball Field 5	1	\$10,000	3 Years	
Baseball Field 6	1	\$10,000	3 Years	
Baseball Field 7	1	\$10,000	3 Years	
Baseball Field 8	1	\$10,000	3 Years	

Facility	Quantity	Amount	Term	Availability
Disc-Golf Course 1	1	\$10,000	3 Years	
Disc-Golf Course 2	1	\$10,000	3 Years	
Pickleball Court 4 Courts	1	\$10,000	3 Years	
Tennis Court 1 & 2	1	\$5,000	3 Years	
Cross Country Course	1	\$5,000	3 Years	



DAVIDSON COUNTY

AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Support Services

PREPARED BY: Debbie Harris

TITLE: Approval of Proposal from the Design Team for Architectural and Engineering Design Services for the Southmont Community Center

BACKGROUND:

This Item is to approve the Proposal and Contract for the design of the Southmont Community Center. The proposal and a draft of the Contract, along with additional background information, are attached for your review and consideration. No additional funds are needed as the funds have previously been appropriated for this Project.

RECOMMENDATION(S):

Approve proposal and authorize execution on behalf of Davidson County upon approval by the County Attorney's Office as to the form of the document.

Attachments

Background Information

Commissioners' Agenda Request

Date Received: June 17, 2025

Meeting Date: June 23, 2025 Deliberation Agenda Item

Item: Proposal from the Design Team for Sports Complex in Southmont

Item Information: This the proposal from the design team to undertake the work at the Sports Complex in Southmont. It is attached for your review.

Cost: \$4,155,250.00

Source of Funding: Capital reserve

Action to be taken by Commissioners: Approve

Follow-Up Required: N/A

Additional Requirements: N/A

Exhibit Material Enclosed: X **Yes** **No**

To: Casey R. Smith

From: Dwayne Childress

Date: June 17, 2025

Subject: Proposal from the Design Team for Sports Complex in Southmont

Dear Sir,

On June 9, 2025 the Board approved the efforts of the Request For Qualifications (RFQ) review committee, which would set the stage for formulation of a proposal. On June 11, 2025 staff met with the Design Team to exchange information, ideas, frame the team and negotiate a design contract. The team is Providence Partners; Architecture Unlimited; DC Parks & Recreation and DC Purchasing. Staff wanted to ensure all of the elements from the RFQ would be in the proposal. The elements from the RFQ was taken directly from the Master Plan that the Board had previously approved. This is considered the base proposal (design contract).

During the RFQ review process Parks & Recreation staff was instructed to meet with many stakeholder groups within the County, which they did and developed a secondary list of amenities, spaces or services that could be offered at the Sports Complex. To be clear, none of these are within the base proposal. Attached you will find the base proposal (design contract) and the secondary list that is proposed in a menu style, with design cost and estimated construction cost. At some point within the next ninety-days or so a committee will need to review the list, to either approve or decline these items. If there are any items on the secondary list desired, they can be added to the base proposal by addendum but Board approval would be required, as this would increase the scope and budget, hence, an additional allocation may be needed.

Therefore, it is staff's recommendation to the Board that we accept the base proposal for the design contract as presented (or one that will meet the requirements with the County Legal Department), with Providence Partners/Architecture Unlimited as the design team for the Sports Complex in Southmont in the amount of \$4,155,250.00. If you have any questions you may contact me at 336-242-2030.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dwayne Childress', with a stylized flourish at the end.

Dwayne Childress
Support Services Director

Dwayne Childress

From: Dwayne Childress
Sent: Tuesday, June 17, 2025 2:22 PM
To: Brian Cone; Adam M. Jones
Cc: Robert L. James; Thomas Marshburn
Subject: RE: Drafts

Thank you. I see no other items that cause me concern after my cursory review.
However, Mr. Jones may have some?

Dwayne Childress, MBA
Support Services Director
Davidson County Government
Support Services Department
925 North Main Street
Lexington, NC 27292
+1.336.242.2030
Dwayne.Childress@DavidsonCountyNC.gov
<https://www.co.davidson.nc.us>

From: Brian Cone <bcone@providencepartnersinc.com>
Sent: Tuesday, June 17, 2025 2:11 PM
To: Dwayne Childress <Dwayne.Childress@DavidsonCountyNC.gov>
Cc: Adam M. Jones <Adam.Jones@DavidsonCountyNC.gov>; Robert L. James <Robert.James@DavidsonCountyNC.gov>; Thomas Marshburn <Thomas.Marshburn@DavidsonCountyNC.gov>
Subject: Re: Drafts

CAUTION External email. Do not click links or open attachments unless verified.

I will make these changes and await any other comments. Thanks
Sent from my iPhone

On Jun 17, 2025, at 2:05 PM, Dwayne Childress <Dwayne.Childress@davidsoncountync.gov> wrote:

4.2.5 Page 13

§ 4.2.5 If the services covered by this Agreement have not been completed within «one year» (« 12 ») months of the date of this Agreement, through no fault of the Designer, extension of the Designer's services beyond that time shall be compensated as Additional Services - Delete

Note: I think this needs to be at least 24 months or 2 years.

9.7 Page 18

- .1 No termination fee
- .2 No licensing fee

Page 22

Must have this added:

PRE-AUDIT CERTIFICATE

This Contract has been pre-audited by the County Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Adam, I'm still reviewing, what other items do you that need to be changed?

Dwayne Childress, MBA

Support Services Director

Davidson County Government

Support Services Department

925 North Main Street

Lexington, NC 27292

+1.336.242.2030

Dwayne.Childress@DavidsonCountyNC.gov

<https://www.co.davidson.nc.us>

From: Brian Cone <bccone@providencepartnersinc.com>

Sent: Tuesday, June 17, 2025 11:53 AM

To: Dwayne Childress <Dwayne.Childress@DavidsonCountyNC.gov>; Thomas Marshburn
<Thomas.Marshburn@DavidsonCountyNC.gov>

Subject: Drafts

<p>CAUTION External email. Do not click links or open attachments unless verified.</p>

Here is the draft AIA B101 Contract. 2017 is the "newest version" available. Once everyone is good with all the language, I can print without the draft background, but can only do that once.

I show Casey and the person on the front sheet. Just let me know if that you be you, Dwayne.

I have attached an "attachment 1" to the contract and noted it in the contract. This has our scope from the meeting and updated a few notes, schedule, and so forth, and added the maintenance building.

There is a 100K allowance in our number (noted in contract) for testing and special inspections. We would track that and only "draw" what is required to pay others.

I have also added an alternate sheets with the four upgrades in seating

If you have any issues once going through it, we can meet or talk. I am flexible.

Thanks for the opportunity,

--

K. Brian Cone, PE
Principal Engineer

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Designer

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

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

« » « » Davidson County
« » Casey Smith, Manager
« » 913 Greensboro Street
« » Lexington, NC 27292

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

« » « » Providence Partners II, Inc.
« » Brian Cone, Principal
« » 8101 Tower Point Road, STE 200
« » Charlotte, NC 28227

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

« » Davidson County Sportplex
« » Parcel: 0603400000005
« » Lexington, NC 27292

The Owner and Designer agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

This agreement is for the design and construction management of the new Davidson County Sportplex

§ 1.1.1 The Owner's program for the Project:

This project is based on the concept plan voted on by the board of commissioners on March 3, 2025.

« »

§ 1.1.2 The Project's physical characteristics:

This is a +/- 358.63-acre parcel located west of Southmont Elementary School. Approximately 125 acres are included in the project scope.

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The overall budget of this project is 65 million US dollars.

« »

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

- .1 See attachment #1 at the end of this document.

« »

- .2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

See Attachment #1

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
The procurement of the various components of this project are the competitive bid.

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
Not Applicable

« »

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

« »Sportsplex Review Committee

« »

« »

« »

« »

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
Not Applicable

« »Thomas Marshburn and/or Dwayne Childress both with Davidson County

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

.1 Not Applicable

« »« »

« »

« »

« »

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

« »Brian Cone, PE

« »bcoone@providencepartnersinc.com

« »704-773-2925 (mobile)

« »

« »

« »

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

« Jeff Sherer » of Architecture Unlimited »
« 131 Matthews Station Street, Suite 2A »
« Matthews, NC 28105 »

.2 Structural Engineer:

« Laredo Williams » « Providence Partners II, Inc. »
« 8101 Tower Point Drive, STE 200 »
« Charlotte, NC 28227 »

.3 MEP and Pool Design Firm:

« Schultz Engineering Group » « Tammy Ellis and Billy Austin »
« 212 North McDowell Street, STE 204 »
« Charlotte, NC 28204 »

.4 Civil Engineer

« Sloan Civil Solutions » « Cory Sloan »
« 258 E. Broad Street »
« Statesville, NC 28677 »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« To Be Determined »

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

« Not Applicable »

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

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 DESIGNER'S RESPONSIBILITIES

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

§ 2.2 The Designer shall perform its services consistent with the professional skill and care ordinarily provided by Designers practicing in the same or similar locality under the same or similar circumstances. The Designer 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 Designer shall identify a representative authorized to act on behalf of the Designer with respect to the Project.

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than « two million » (\$ «2,000,000.00 ») for each occurrence and «four million » (\$ «4,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Designer with policy limits of not less than «two million » (\$ «2,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF DESIGNER'S BASIC SERVICES

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

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

§ 3.1.2 The Designer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Designer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Designer shall provide prompt written notice to the Owner if the Designer 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 Designer shall submit for the Owner's approval a schedule for the performance of the Designer'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 Designer or Owner. With the Owner's approval, the Designer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Designer shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Designer shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2.2 The Designer shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Designer 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 Designer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Designer shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

§ 3.2.7 The Designer 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 Designer 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

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

§ 3.4.3 During the development of the Construction Documents, the Designer shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Designer 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 Designer shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Designer shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Designer 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 Designer shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Designer shall advise and consult with the Owner during the Construction Phase Services. The Designer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Designer 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 Designer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Designer shall be responsible for the Designer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Designer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Designer 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 Designer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Designer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable, the Designer shall have the authority to require inspection or testing

of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Designer 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 Designer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Designer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Designer'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 Designer 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 Designer 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 Designer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Designer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Designer'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 Designer's professional judgment, to permit adequate review.

§ 3.6.4.2 The Designer 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 Designer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Designer'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 Designer shall specify the appropriate performance and design criteria that such services must satisfy. The Designer shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Designer. The Designer's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Designer shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Designer shall review and respond to requests for information about the Contract Documents. The Designer 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 Designer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Designer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Designer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Designer 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 Designer shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Designer shall:

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

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Designer 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 Designer 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 Designer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Designer shall provide the listed Supplemental Services only if specifically designated in the table below as the Designer's

responsibility, and the Owner shall compensate the Designer as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Designer is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Designer's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Designer or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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

§ 4.1.2 Description of Supplemental Services

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

See Attachment #1 for Scope of Services and Additional Notes. The stipulated sum of this contract includes a 100,000.00 US dollar allowance for testing and special inspections.

« »

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

See Attachment #1 for Scope of Services and Additional Notes

« »

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

§ 4.2 Designer's Additional Services

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Designer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 «No Limit » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Min. of Bi Monthly» (« ») visits to the site by the Designer during construction
- .3 «20» (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «20» (« ») inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within «one year» (« 12 ») months of the date of this Agreement, through no fault of the Designer, extension of the Designer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Designer. The Owner and the Designer 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 Designer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Designer's services.

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

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

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

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

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

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

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

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

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

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

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

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

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 Designer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Designer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Designer, represent the Designer's judgment as a design professional. It is recognized, however, that neither the Designer 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 Designer 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 Designer.

§ 6.3 In preparing estimates of the Cost of Work, the Designer shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Designer's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Designer shall provide such an estimate, if identified as the Designer's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Designer 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.

§ 7.2 The Designer and the Designer'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 Designer and the Designer's consultants.

§ 7.3 The Designer grants to the Owner a nonexclusive license to use the Designer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Designer shall obtain similar nonexclusive licenses from the Designer's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Designer 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 authors of the Instruments of Service, the Owner releases the Designer and Designer'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 Designer and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Designer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Designer 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 Designer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Designer, 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 Designer 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 Designer's services, the Designer 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 Designer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

§ 8.3 Arbitration

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

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

§ 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 Designer 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 Designer under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Designer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Designer shall be compensated for expenses incurred in the interruption and resumption of the Designer's services. The Designer'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 Designer, the Designer 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 Designer for the Owner's convenience and without cause.

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Designer terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Designer the following fees:

.1 Termination Fee:

«100,000.00 US dollars »

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

«50,000.00 US dollars »

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Designer to execute certificates, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Designer to execute consents reasonably required to facilitate assignment to a lender, the Designer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Designer for review at least 14 days prior to execution. The Designer 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 Designer.

§ 10.6 Unless otherwise required in this Agreement, the Designer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Designer shall have the right to include photographic or artistic representations of the design of the Project among the Designer's promotional and professional materials. The Designer shall be given reasonable access to the completed Project to make such representations. However, the Designer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Designer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Designer in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Designer or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum

« Four million, one hundred fifty-five thousand, two hundred fifty dollars and zero cents US dollars. (4,155,250.00 US dollars). »

.2 Percentage Basis
(Insert percentage value)

«N/A» % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

«N/A»

§ 11.2 For the Designer's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Designer as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »Not Applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Designer as follows:

To Be Determined Prior to Undertaking the Additional Services

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Designer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Designer plus «fifteen percent » percent (« 15 »%), or as follows:

Additional Services Notes are found in Attachment #1

« »

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

Programming	« two and one half »	percent (« 2.5 »	%)
Schematic Design Phase	« fifteen »	percent (« 15 »	%)
Design Development Phase	« twenty five »	percent (« 25 »	%)
Construction Documents	« forty »	percent (« 40 »	%)
Permitting	« two and one half »	percent (« 2.5 »	%)
Bidding	« two and one half »	percent (« 2.5 »	%)
Construction Admin.	« ten »	percent (« 10 »	%)
Closeout Documents.	« two and one half »	percent (« 2.5 »	%)
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Designer 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 Designer and the Designer's consultants are set forth below. The rates shall be adjusted in accordance with the Designer's and Designer's consultants' normal review practices.

« »

Employee or Category	Rate (\$0.00)
Lead Architect or Engineer	175.00 per hour
Architect or Engineer	150.00 per hour
Project Architect or Engineer	125.00 per hour
Architectural or Engineering Drafter	75.00 per hour
Office Administration	75.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Designer and the Designer's consultants plus «fifteen » percent («15 » %) of the expenses incurred.

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

(Insert the additional coverages the Designer is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Designer.)

« »

§ 11.10 Payments to the Designer

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Designer's invoice. Amounts unpaid «forty five » («45 ») 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 Designer.

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

«1.0 » % «per month »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

«Approved Concept Plan as Basis of Design with the addition of a maintenance building and a larger baseball field (400' fence) »

- .3 Attachments:
Attachment #1 includes the following:
 - a. Scope of Work with notes and other amenities
 - b. Items outside the scope of work
 - c. General Schedule
 - d. Defined Additional Services

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

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

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

DESIGNER (Signature)

«K. Brian Cone, PE, Principal, NC# 36791

(Printed name, title, and license number, if required)

ATTACHMENT #1

1. Scope of Work: Based on Approved Concept Plan with the addition of the maintenance building and single larger baseball field.

Design, bid, and oversee construction of a 65-million-dollar community recreation / sports complex will include 10 soccer fields (3 turfs), 8 baseball fields (1 turf), 4 restrooms / concession stand, pavilion, 2 playgrounds, 52,000 sq. ft sports plex with 4 gyms under roof, 2 tennis courts, 4 pickleball courts, 3K cross country course, around 4,500 parking spots, driveways, 3 egress and regress points, and a 4.65-acre water park.

2. Soccer Fields & Surrounding Area:

- a. Irrigation on fields and surrounding area
- b. One Championship field will need shade cover bleachers
- c. Dancing lights for championship field
- d. Lights around all other fields
- e. Drainage
- f. Electronic scoreboards for Soccer Fields
- g. Possible stadium with seating on championship field with fence going around field and concession stand (media location)
- h. Free community Wi-Fi and general PA system

3. Baseball Fields and surrounding area

- a. Irrigation on fields and surrounding area (design by provider)
- b. One Championship field will need shade cover bleachers
- c. Dancing lights for championship field
- d. Lights around all other fields
- e. Drainage
- f. Score stands on both 4 field complexes
- g. Electronic scoreboards for Baseball
- h. Free community Wi-Fi and general PA system
- i. 2 Fields 325' sidelines and 400' mid field
- j. Fence around championship field with concessions for gate fee

4. Sports Plex

- a. 52,000 sq. ft
- b. 4 gyms under roof (wood floors)
- c. Inserts for volleyball
- d. Pickleball courts painted
- e. 1 Bleachers for championship courts
- f. Concessions
- g. Offices with restrooms
- h. Restrooms
- i. Hard floor to go over to allow soccer / hockey/ roller blading/ chairs for large events (graduations)
- j. General PA system for Sports Plex and Aquatic Center
- k. Conference / party rooms
- l. Large Garage Door for Access

5. Cross Country

- a. 3K Cross county course (8ft wide)
- b. Start and finish line marked (same area)
- c. Automatic timer (can be mobile)
- d. Scoreboard (can be mobile)
- e. Roping Cross Country Course
- f. Electric scoreboards for Cross Country (can be mobile)

6. Pickleball Courts

- a. Four courts with grading that two more could be added in future
- b. Fence around courts
- c. Lights on courts
- d. Bench seating

7. Tennis Courts

- a. Fence around courts
- b. Lights on courts
- c. Bench seating
- d. Marking on court to allow for pickleball use

8. Playgrounds

- a. 2 Athletic themed playgrounds

9. Restrooms / Concession

- a. Main restrooms and large concession part of the sportsplex building
- b. Four restrooms/concession areas based on owner's provided information
- c. One restroom/bathhouse for the RV area

10. Aquatic Center (Outdoor and Indoor)

- a. To be designed on the basis of the presented video to the commissioners and concept drawings.
- b. Health Department Submission included (fees per owner)
- c. Timing System to be included for indoor pool.

11. All other amenities for and notes for the park

- a. Large Pavillion Near Waterpark per Concept Plan
- b. Entry gates for closing park
- c. Any offsite road modifications required by NCDOT
- d. Trash cans
- e. Benches
- f. Water fountains
- g. Signage
- h. Road signs
- i. Lighting packages (parking and walkways)
- j. Landscaping plans for entrances, around the waterpark (quad) area, and at the showcase fields. All other areas will have general landscaping plan as budget permits.
- k. Maintenance Building (approx. 10000 sf) with a small office area, perimeter fence, and storage yard.
- l. Commissioning is included for the HVAC and pool systems.

Item not included in this scope: The contract amount does contain a 100,000.00 allowance for all testing and special inspections for this project. This note is found in Section 4.1.2.1 in the contract.

1. Traffic Impact Analysis (if required by NCDOT)
2. Geotechnical and Finalized Environmental Reports/Submissions (does have budget line item in this scope)
3. Site Utility Fees, Inspection Fees, and Permitting Fees
4. Additional Surveying Fees
5. Furniture and furnishing procurement
6. AV systems (will work with owner representatives)
7. Bid Advertisement Cost
8. Construction quality control testing and special inspections (does have a budget line item in this scope)

Proposed General Schedule:

Task Duration	
Design Notice to Proceed	TBD
Programming/Schematic Design	1 month
Owner Approval Meeting	
Design Development	2 months
Owner Approval Meeting	
Construction Documents	4 months
Permitting/Bidding/Contract	4 months
Construction Notice to Proceed	
Project Substantial Completion	13 months
Grand Opening Memorial Day 2027	
Grow In Season for Fields	12 months
Closeout	2 months
Warranty	TBD

Additional Services:

The following shall be considered additional services and therefore are excluded from Basic Services contained herein. Requested additional services provided will be billed hourly or negotiated as a lump sum fee. Work shall not begin without Owner approval.

1. Making revisions in Drawing of other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget.
 - b. Required by the enactment or revision of codes, laws, or regulations after the preparation of such document; or
 - c. Due to changes required because of the owner's failure to make decision in a timely manner.
2. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, and the Owner's schedule.
3. See Contract for hourly rates.
4. Graphic Design
5. Special Foundations (i.e. piles or caissons)
6. IT/Security Design

ALTERNATES:

Item 1: 2000 seats for showcase soccer field per Davidson County School District

This translates to approximately 1500 additional elevated bleacher type seats over the original concept.

Design Costs:	\$16,200.00
Construction Cost Estimate:	\$352,000.00
Total:	\$388,200.00

Item 2: 1300 seats for showcase baseball field per Davidson County School District

This translates to approximately an additional 1000 elevated bleacher type seats over the original concept.

Design Costs:	\$10,625.00
Construction Cost Estimate:	\$252,500.00
Total:	\$263,125.00

Item 3: 1300 seating capacity for Sportsplex and locker rooms per Davidson County School District.

This would create the need to up the overall square footing of the building for dedicated seating areas and locker rooms.

Design Costs:	158,000.00
Construction Costs:	
Locker Rooms –	475,000.00
Dedicate Bleacher Areas –	1,200,000.00
Total:	1,833,000.00

Item 4: 414 seating capacity for natatorium and locker rooms per Davidson County School District.

This would be elevated seating and would require expansion of a mezzanine and an elevator. The locker rooms would require more overall square footage.

Design Costs:	160,000.00
Construction Costs:	
Locker Rooms –	400,000.00
Upper Seating and Elevator –	1,400,000.00
Total:	1,960,000.00