



**Town Board Meeting**  
September 2, 2025 – 6:30 PM  
502 Southtown Circle, Rolesville, NC 27571

## **AGENDA**

- 1. Call to Order**
- 2. Invocation led by Interim Pastor Mark White of Rolesville Baptist Church**
- 3. Pledge of Allegiance led by Mayor Ronnie Currin**
- 4. Proclamations:**
  - 4.a. National Day of Service and Remembrance
- 5. Consider Approval of the Agenda**
- 6. Public Invited to be Heard**

*Individuals wishing to speak during the Public Invited to be Heard proceedings are encouraged to be prepared, and individuals will be limited to three (3) minutes. Written comments are welcome and should be submitted to the Town Clerk before the start of the meeting.*
- 7. Consider Approval of the Consent Agenda**
  - 7.a. Request to Waive Town Code 113.5 Alcoholic Beverages provision for the 2025 Rolesville Chamber BBQ & Bands Event, September 27<sup>th</sup> at Redford Place Park
  - 7.b. Minutes of July 1, 2025, and July 15, 2025
- 8. Town Board Liaison Reports**
- 9. Communication from Town Staff**
  - 9.a. Parks and Recreation – June Greene, Parks and Recreation Director
  - 9.b. Public Works – Isaac Poelman, Public Works Director
  - 9.c. Economic Development – Mical McFarland, Economic Development Director
- 10. Old Business**
  - 10.a. Select Samet as the best-qualified Construction Manager at Risk (CMAR) for Town Campus Site Development, Police Station, and Main Fire Station Projects
  - 10.b. Contracts with Samet for Preconstruction Services for the Town Campus Site Development, Police Station, and Main Fire Station Projects
  - 10.c. Contracts with ADW Architects for Engineering Design Services for Police Station and Main Fire Station Projects
- 11. New Business**
  - 11.a. Legislative Hearing for TA-25-04 / Vehicle Service, Minor - Michael Elabarger  
Interim Planning Director

11.b. Legislative Hearing for TA-25-06 / Self Storage, Enclosed - Michael Elabarger, Interim Planning Director

11.c. Legislative Hearing for ANX-25-02 / PIN 1768094465, Town Campus Property – Michael Elabarger, Interim Planning Director

## **12. Communications**

12.a. Town Campus Update – Keith Carolyn, ADW Architect

12.b. Main Street Project Update – Josh Douthit, RK&K

## **13. Adjourn**

The Town of Rolesville will make reasonable accommodations for access to Town services, programs, and activities, and will make special communication arrangements for persons with disabilities. Please call (919) 556-3506 by noon on Thursday before the meeting to make arrangements.



## Proclamation of the Town of Rolesville

### NATIONAL DAY OF SERVICE AND REMEMBRANCE

**WHEREAS**, on September 11, 2001, the lives of nearly 3,000 men, women, and children were lost in the worst terrorist attack on United States soil in our nation's history; and

**WHEREAS**, in our darkest hour, the American people, including firefighters, police officers, emergency medical technicians, physicians, nurses, military personnel, and other first responders, responded to this violence with heroic acts of kindness, generosity, and compassion; and

**WHEREAS**, in the months following the attacks, people across the United States volunteered to help support the rescue and recovery efforts contributing to our healing as a nation; and

**WHEREAS**, on the anniversary of September 11, we recommit this spirit of unity, and resolve to give of ourselves in service to each other; and

**WHEREAS**, there are many types of volunteerism that contribute to the betterment of our communities, including donations of time, funds, labor, or talents to a worthy cause; youth mentorship; supporting services for people with intellectual, developmental, or other disabilities; peer counseling; participating in programs that care for older adults; blood donation; advocating and providing for our veterans; working with animal shelters; disaster relief; and countless other humanitarian acts; and

**WHEREAS**, the United States Congress enacted the Edward M. Kennedy Serve America Act (Public Law 111-13) on April 21, 2009, requesting the observance of September 11 as a National Day of Service and Remembrance; and

**WHEREAS**, serving as a 9/11 volunteer provides a chance to help others in tribute to those who were killed and injured on September 11, 2001, to honor our first responders, and the countless others who serve to defend the nation's freedom at home and around the globe; and

**WHEREAS**, the State of North Carolina encourages people to observe September 11 by volunteering time and labor in service to our neighbors, communities, and fellow Americans;

**NOW, THEREFORE**, I, Ronnie I. Currin, Mayor of Rolesville, do hereby proclaim September 11, 2025, as a “**NATIONAL DAY OF SERVICE AND REMEMBRANCE**” in North Carolina, and commend its observance to all citizens.

**Proclaimed this 2<sup>nd</sup> day of September 2025.**

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Ronnie I. Currin, Mayor

ATTEST:

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Christina Ynclan, Town Clerk

# Memo

**To:** Mayor and Commissioners  
**From:** Medhat Baselious  
**Date:** 8/4/2025  
**Re:** Town Campus Project Actions, Agenda Items #10.a, 10.b, and 10.c

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## Action one

Management and staff are placed to recommend selecting SAMET as the most qualified firm for this project. As we move forward with the Town Campus Project, it's essential to obtain approval of the continuation procedure to Contract with Samet (CMAR).

1. The Town issued a Request for Qualifications (RFQ) on November 10, 2024, to select a qualified CMAR for the Town Campus project.
2. We received five responses.
3. A selection committee consisting of the Town Manager, Finance Director, and Capital Project Manager (each with voting authority), along with our project architect (serving in an advisory role), reviewed all submissions.
4. After evaluating and scoring all proposals, the top three firms were shortlisted and interviewed on December 10, 2024.
5. Following the interviews, SAMET was selected as the recommended CMAR based on their team qualifications:
  - 1- **Advantage:** Availability of the selected team.
  - 2- **Advantage:** Relevant previous experience.
  - 3- **Advantage:** Extensive collaboration with the project's architect.
6. The Town now needs to continue the procedure to contract SAMET as the Town's CMAR for this project.

## Action 2

Once Samet is selected as the CMAR, the next step is to approve the preconstruction contacts with the vendor. Preconstruction includes preliminary pricing during Schematic Design, Design Development, Construction Drawings, Bidding, and Guaranteed Maximum Price.

## Action 3



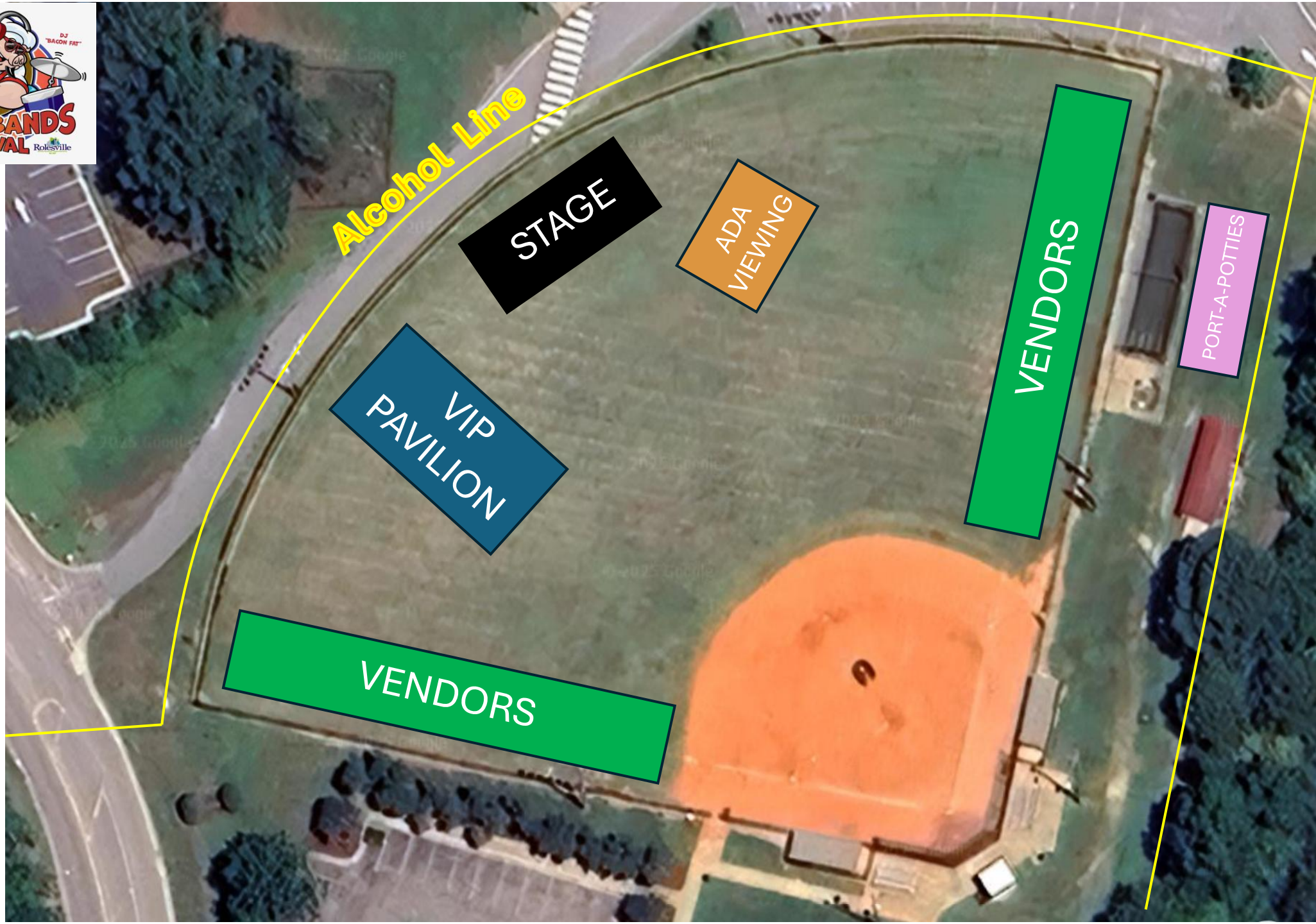
ADW Architects has completed the schematic design phase for the Police Station and Main Fire Station projects. We now recommend moving forward with ADW as the Architect of Record for the development design phase.

**Recommendation:**

- Motion to Designate Samet as the best-qualified firm for Construction Management at Risk (CMAR) services for the Town Center Site Development, consistent with NCGS 143-128.1.
- Approve agreements with Samet for preconstruction services for the Site Development, Police Station, and Main Fire Station projects and authorize the Town Manager to negotiate and execute the agreements, subject to Town Attorney review.
- Approve agreements with ADW Architects for architectural and engineering design services for the Police Station and Main Fire Station and authorize the Town Manager to negotiate and execute the agreements, subject to Town Attorney review.

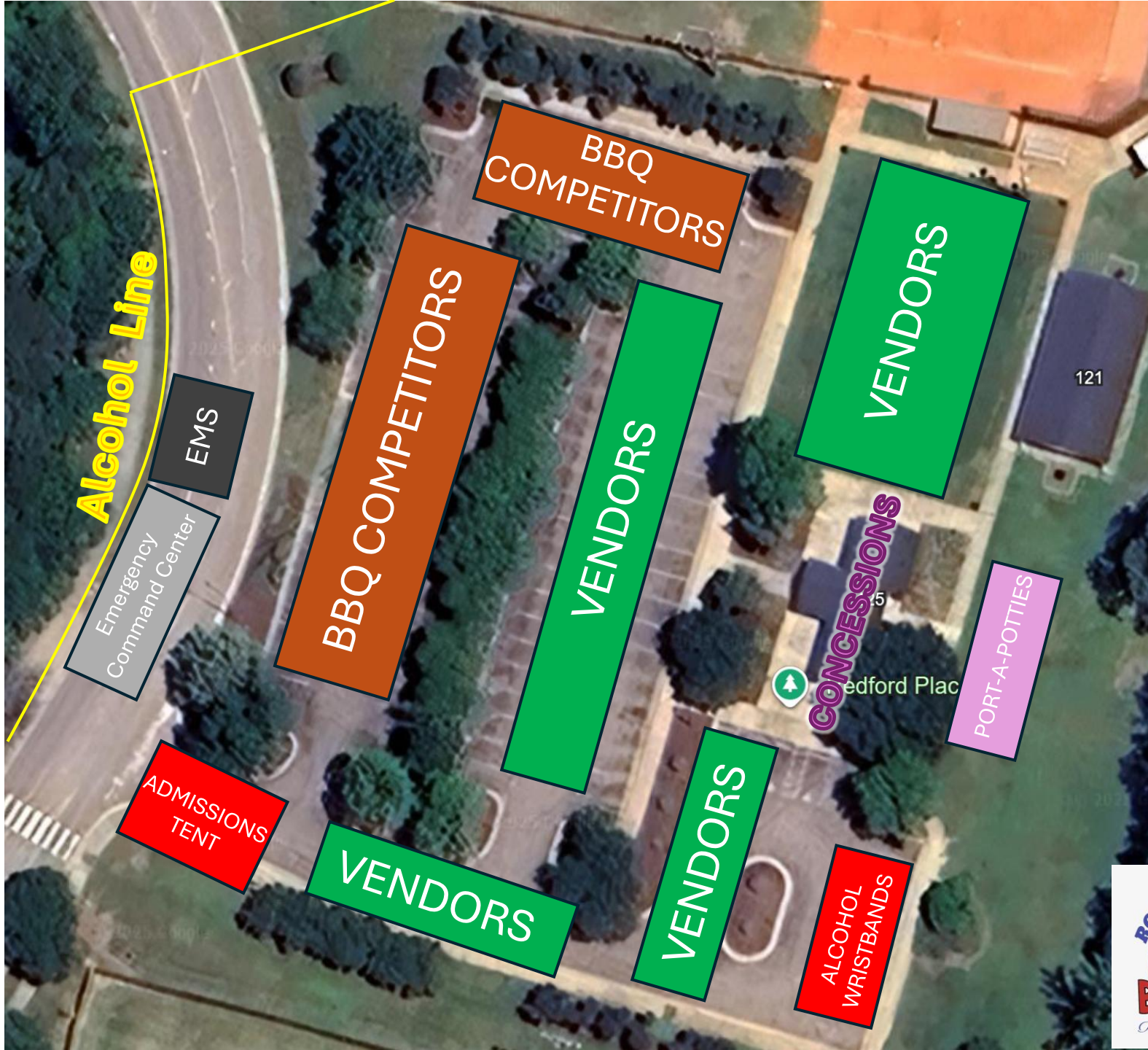
# Redford Place Park

## Field A





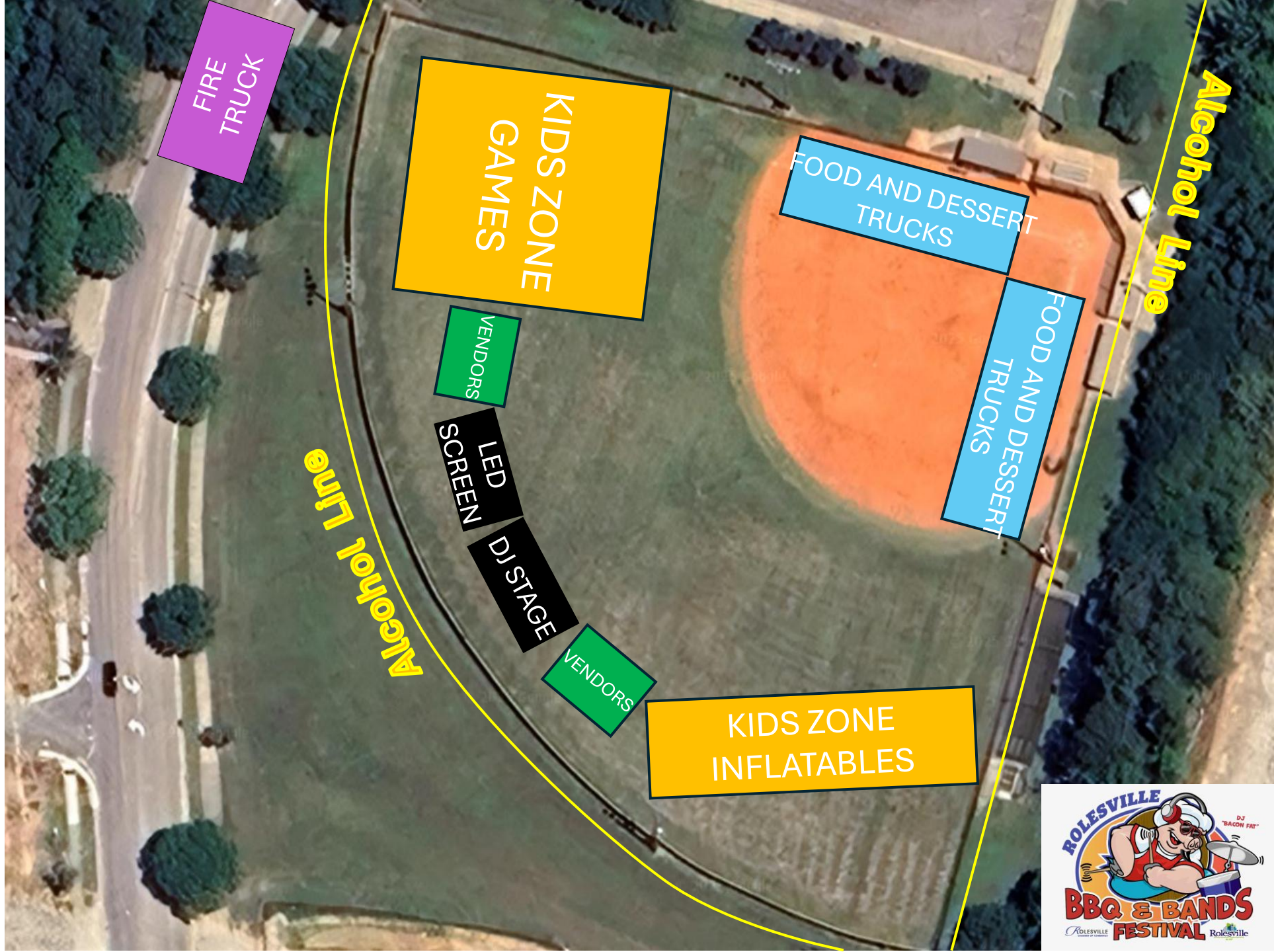
# Redford Place Park Middle Parking Lot





# Redford Place Park

## Field B





# Redford Place Park Parking & Road Closure



Entry #: 48 - Rolesville BBQ & Bands

Status: Complete

Submitted: 4/3/2025 12:50 PM

Event organizers need to submit event applications at least 60 days prior to an event. Applicant may be required to hire off-duty Rolesville police officers as security, depending on the type and size of event.

TOWN CODE

[https://library.municode.com/nc/rolesville/codes/code\\_of\\_ordinances?nodeId=PTICOOOR\\_TITXIBURE\\_CH113SPEV](https://library.municode.com/nc/rolesville/codes/code_of_ordinances?nodeId=PTICOOOR_TITXIBURE_CH113SPEV)

Event Name

Rolesville BBQ & Bands

Event Sponsor(s):

Chamber of Commerce

Event Date

9/27/2025

Event Date

Event Date

Event Start Time

11:30 AM

Event End Time

5:00 PM

Set Up Time

12:15 AM

Clean Up End Time

8:00 PM

Event Type

Carnival/Street Festival/Concerts/Parade

**What is the purpose of this event?**

This is a community wide event to bring folks together to enjoy a day of bbq, listening to bands, games and fellowship. This is a fundraiser for Rolesville Chamber of Commerce.

**What type of activities will be included with this event?**

BBQ contestants, food vendors, bands, family friendly games, merchandise vendors, beer

Primary Coordinator - Contact Information

Name

Malcolm Allen

Email

malcolm@allenholdings.co

Phone

(609) 709-8918

Address

1737 Allen Jarrett Dr, Mebane, North Carolina 27302

## Secondary Coordinator - Contact Information

**Name**

Melissa Elliott

**Email**

melissa@elliottpros.com

**Phone**

(919) 306-4815

**Address**

605 Vigo Ct, Rolesville, North Carolina 27571

## Event Location

**Where are you requesting to hold the event?**

Redford Place Park

**Will any streets need to be closed or blocked?**

No

**Do you need off duty police officers?**

Yes

**How many off duty police officers would you like?**

2

If you need an off-duty police officer, please fill out the [Off-Duty Police Officer Request](#)

## Vendors and Attendees

**Estimated number of attendees**

3,500

**Estimated cost of admission**

\$0.00

**Estimated number of merchants**

50

**Estimated number of food vendors**

15

## Additional Information

**Will there be a parade with this event?**

No

**Will there be amplified sound (music or PA system)?**

Yes

**Will there be any musicians or bands?**

Yes

**What genre of music will be performed?**

Variety

**Is there a need for electrical service?**

Yes

**Electrical service details**

Generators, mobile lights, microphones, sound equipment

**Will fireworks or pyrotechnics be used?**

No

**Will there be any food?**

Yes

**Who is providing the food?**

Food Truck

**Name of Food Truck(s)**

To Be Determined

**Any additional food details?**

We will have bbq contestants cooking pork butts on-site overnight providing samples to the public

**Will there be any alcohol?**

Yes

**Will alcohol be sold during your event?**

Yes

**Choose which types of alcohol will be served (Choose all that apply)**

Beer

**Vendor(s) Name**

Chamber and Brewery to be determined

**Details on how the alcohol will be served.**

The beer will be sold individually

## Solid Waste Disposal Services

**Do you need waste services?**

Yes

**What type of services will be needed?**

Mobile Trash Carts (65 gallon in size)

**Number of mobile trash carts**

20



## Portable Restroom Facilities

### Will you need portable restrooms?

Yes

### How many standard?

10

### How many ADA?

10

### Will you need Portable Hand-Washing Stations?

Yes

### How many hand-washing stations?

5

### Any Additional Information

Please note that based on the type of event, additional items will be needed before final approval. They may include the following:

1. Set up date and time.
2. Break down date and time.
3. map of event footprint with locations for waste services and portable restrooms
4. Town of Rolesville hold harmless agreement.
5. Certificate of Insurance.
6. Approved ABC Permits.
7. Approved Food and Sanitation Inspection permits for all food vendors.
8. Approved Fireworks permit through Wake County Fire Marshall office.

## Applicant Signature

In signing below, I, the applicant, do hereby certify that all information above is correct and that I understand that this application will be reviewed by Town staff before it is submitted for approval by the Town Manager.

**Signature of Applicant**

**Date**

4/3/2025

*Melissa Elliott*

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Office Use Only

Approved	Town Manager signature	Date
No		6/12/2025

*Steven Pearson*

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Approved	Fire Chief's signature	Date
Yes		4/7/2025

*Bonnie Lawrence*

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Approved	Police Chief signature	Date
Yes		4/9/2025

*P. Simmons*

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**Approved**

Yes

**Parks and Recreation Director's signature****Date**

4/7/2025



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**Approved**

Yes

**Planning Director's signature****Date**

4/16/2025



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**Approved**

No

**Public Works Director's signature****Date****Notes**

- Certificate of a minimum \$1,000,000.00 liability insurance policy, which shall name the Town as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30-day written notice to the Town.
- Agreement to indemnify and hold the Town harmless from all claims of property damage, personal injury, or death arising from or related to the permitted event
- The possession of firearms in the event area is prohibited, except for sworn, certified law enforcement personnel
- Temporary Food Establishment (TFE) permits through Wake County. The chamber and All cooks need to have a permit

<https://www.wake.gov/departments-government/environmental-health-safety/fairs-festivals-and-fundraisers>

- All Cooks must have Pig Mats
- Trash cans and/or dumpsters – town will work with gfl to get trash cans and there is already a dumpster at Redford place park.
- Portable Restrooms location must be noted in the layout
- The Chamber needs to ask the Town Board to waive Town Code 113.05, Alcoholic Beverages.
- Alcohol is only allowed in the marked area on the map.
- No Alcohol beyond this point signs need to be very clear and placed around the event area.
- Permits - paperwork we recommend having a copy of from each vendor selling alcohol: Sales and Use Tax Certificate, Certificate of Liability Insurance (COLI) with the Chamber listed as an additional certificate holder, Sale of Alcoholic Beverage Permit, Vehicle registration (if applicable)
- Permits - paperwork we recommend having a copy of from each food truck: Food Truck permit from the Planning Department, Sales and Use Tax Certificate, Certificate of Liability Insurance (COLI) with the Chamber listed as an additional certificate holder, Food Vending Permit or Temporary Food Establishment Permit, Sanitation Rating Certificate (if applicable), Vehicle registration (if applicable)
- Permits - paperwork we recommend having a copy of from each business or sales vendor: Sales and Use Tax Certificate, Certificate of Liability Insurance (COLI) with the Chamber listed as an additional certificate holder.
- All pop-up tents must be secured to prevent them from blowing away – stakes, sandbags, or a bucket filled with rocks are effective
- The event layout needs to be approved by the Parks and Recreation Department no later than August 22, 2025.
- Local Businesses must be informed before September 1st about the event.
- Local Residents must be informed before September 1st about the event
- Set up and clean up time. The event area must be cleaned up that day
- Event Parking is allowed at Rolesville Elementary School
- Rain Plan submitted to the Parks and Recreation Department before September 1st
- Event timeline submitted to the Parks and Recreation Department before September 1st
- Emergency Action Plan submitted to the Parks and Recreation Department before September 1st. Meet with the Rolesville Police Department and Rolesville Fire to create this
- EMS must be on site during the event



**Town Board Regular Meeting**  
July 1, 2025 – 6:30 PM  
502 Southtown Circle, Rolesville, NC 27571

## **MINUTES**

**PRESENT:** Mayor Ronnie Currin  
Commissioner Lenwood Long  
Commissioner Michael Paul  
Town Manager Eric Marsh  
Town Attorney Dave Neill  
Parks and Rec Director June Greene  
Economic Development Director Mical McFarland  
Human Resource Analyst Lily Richardson  
Accounting Specialist Kisha Robinson  
Parks Superintendent Eddie Henderson  
Mayor Pro Tem April Sneed  
Commissioner Paul Vilga  
Police Capt. Richard Haynes  
Town Clerk Christina Ynclan

### **1. Call to Order**

**Mayor Ronnie Currin called to order the Rolesville Town Board meeting on July 1, 2025, at 6:29 PM. He opened by thanking the large crowd in attendance.**

### **2. Invocation led by Pastor Josh Stewart of Neuse Baptist Church**

Pastor Josh Stewart of Neuse Baptist Church led the invocation.

### **3. Pledge of Allegiance led by Mayor Ronnie Currin**

The Pledge of Allegiance was led following the invocation.

### **4. Proclamations**

#### **Parks & Recreation Month**

Commissioner Paul Vilga read the proclamation designating July as Parks and Recreation Month. The proclamation detailed how "parks and recreation is integral part of communities throughout the country including the town of Rolesville," noting their role in promoting health and wellness, improving physical and mental health, encouraging physical activities, providing nutrition services, supporting childhood development, increasing economic prosperity, ensuring environmental well-being, and serving as essential infrastructure. The proclamation recognized that "the US House Representatives has designated July as parks and recreation month" and resolved that "July is recognized as Park and Recreation Month in the town of Rolesville."

## **Patriotic Month**

Commissioner Dan Alston read the proclamation recognizing July as Patriotic Month. The proclamation emphasized that "the month of July holds deep historical significance for our nation as it marks the anniversary of the signing of the Declaration of Independence on July fourth, 17 76." It honored "the generations of Americans, military service members, veterans, our first responders, public servants, and engaged citizens who have demonstrated extraordinary dedication to the ideals of our nation." The proclamation noted that "Patriotic Month serves as a time for all residents to come together in celebration of our shared identity to display the American flag, participate in civic events and reflect the responsibilities of citizenship."

Mayor Ronnie Currin added that the town would celebrate with the Fourth of July celebration on Friday, featuring The Embers band, describing them as "old school" and noting "Some of you have seen them before, but it's been a long, long time since then, maybe. But it's your time to see them again."

## **5. Consider Approval of the Agenda**

Before proceeding with the agenda approval, Patrick Byker from Morningstar Law Group, representing Chapel Hill Tire, addressed the board. He stated: "we did withdraw the rezoning for 5 19 South Main Street, and we terminated the contract, so we no longer have any interest or ability to relocate or to locate a Chapel Hill tire store at 5 19 South Main Street. We're no longer looking in that Main Street corridor. We're looking at sites in other parts of Rolesville, want to find a site that's appropriately zoned for vehicle service minor."

Byker thanked the Mayor and staff for their assistance, noting "the customer service in Rolesville is second to none. I've been doing this type of work for over 30 years, and it's been just great to work with your folks." He requested the text amendment be postponed to September 2nd.

Mayor Ronnie Currin confirmed to the audience that the Chapel Hill Tire application "has been withdrawn to be at Greenways, but he's still interested if another property comes up to be in Rolesville."

**Commissioner Dan Alston moved to approve the consent agenda with the date for the new Annexation-25-01 to be scheduled for September 2nd. Commissioner Paul Vilga seconded the motion. The motion passed unanimously.**

## **6. Public Invited to be Heard**

Tom Shepherd resident of Wall Creek spoke first, addressing the text amendment TA-25-04 regarding vehicle service facilities. He stated: "That's in regard to the first portion, which is the text amendment about adding 3 bays, front facing to the

road and then unlimited behind it." He expressed concern about "just a lot of car places up and down that road" and emphasized the need for "more family friendly or with a bigger variety of businesses around there to actually support what we wanted to do as a community and what was promised." He highlighted the upcoming sports center, noting "people are going to be there, they're going to want to walk around to restaurants, they're going to want to walk around to areas of coffee shop, maybe a florist for something, candy shop, anything, right? That's actually building up a community where people can get together, talk, complain about the referees at the ball game."

Rick Eddins spoke next about the Main Street project, using a water glass analogy to express his frustration: "I'm kind of like this glass. I'm just full. I've just had enough." He thanked the town for fixing the detour signs but pointed out ongoing issues including erosion fences "lying flat on the ground," an "extremely bad bump in front of Main Street Collective" that "will jar your car, truck, whatever" and had "been a month or more." He complained about the street sweeper appearing to have a "dead battery" because he didn't "see them trying to get the mud off the road before the rains."

Eddins reported that at a recent business meeting, CrossFit had "spent 1200 dollars out of pocket for repairs" due to muddy water problems, and Susannah's Antiques had "150 dollars of damages where they are running the packing over there on the other side of the road for the new asphalt and it's shaking items off the shelf." He expressed concern about the timeline: "9 months. I heard 9 months is what they're looking at to finish this thing. Another 2 months plus or minus to get the road open, the intersection. And then 9 months to finish it completely with the papers, planters and stuff." He questioned why it would take so long when "we went 4- or 5-months last year with no work done and the excuse was the water lines." He concluded by suggesting the town needs "a construction attorney" and should "put RKK Engineering on the front line because they were the ones that did the due diligence."

Jenna Salem read a prepared statement on behalf of Rolesville residents, expressing concerns about new development's impact on traffic during peak hours, inadequate parking, construction and disrupting neighborhoods, and "the over saturation of our related businesses in the south end of Rossville with 2 tire and auto shops and 2 auto stores already in the area." She emphasized: "Most importantly, we believe this development choices do not fit Rolesville's original vision as a destination town. Our community wants a walkable beautiful place where people can stroll from shop to shop, enjoy local restaurants and spend time together in inviting public spaces."

Carina Stipp, a Senior Specialist Realtor from North Raleigh, spoke about senior housing needs. She shared statistics: "11000 people a day in the United States turned 65 and by the year 2030 will actually for the first time in history have more people over 65 than under the age of 18. It is known in the senior industry as the senior tsunami." She emphasized the need for affordable senior housing in Rolesville.

Melanie Crippen, Executive Director of the Senior Network and Cedar Lakes resident, reinforced the senior housing crisis. She reported that "18 residents have been displaced from the Grande because of increased rents" with management raising rents to \$1,600 per month. She shared that "one person told me they were going to live in their car for a while" and warned: "Some of you are seniors here. I'm happy to see some of you. If you're not a senior today, Lord willing, you will be someday. And you're going to be in the same situation that seniors are today."

Holly Sheppard from Wall Creek summarized residents' concerns, referencing the town's vision "of Rolesville being a walkable, bikeable destination town with an atmosphere of charm where families would want to spend time." She detailed the current state of the "Roseville Village Core" from Young Street to the 401 Burlington Mills intersection: "approximately 1 mile. And on that 1 mile, there are 4. We have 4 car service centers, Meineke, Expert Auto, Pete Smiths, and Wakefield Automotive, plus 2 automotive stores." She asked: "So do we really need another car service company in our village core, 1 that allows 12 bays with 3 bays facing the street?"

Charles Johnson, retired pastor from 120 Wall Creek, expressed concern about Chapel Hill Tire potentially returning to the previously proposed location if they get approval elsewhere: "Could they come back with that approval and ask for that location again? That's what I'm concerned with."

Gene Long from 100 Wall Creek emphasized opposition to the text amendment: "basically we would be here to say don't approve it, right? Don't, don't make that text amendment changes because that is going to open the door for Chapel Hill Tire to come back and others as well." He thanked Chapel Hill Tire's attorney "for hearing us and not continuing on that location."

Linda Hood, a 27-year Wall Creek resident, took "a slightly different approach," asking commissioners to "think about the overall requests that we're getting for growth." She stated: "Wall Creek has already been, I'll use the word violated because our subdivision is no longer a subdivision. It's a main street going into the shopping center. Our quality of life is already impacted." She requested: "Consider slowing down your role a bit to improve all these requests for growth, and are we growing too fast? Do we want to be Raleigh? Do we want to be Chapel Hill or Cary? That's not the original vision for this town. Small town, bright future."

Nathaniel Cooper resident from 116 Wall Creek highlighted two concerns: "the immense amount of trash" at construction sites with "hundreds of maybe thousands of water bottles, thousands of pieces of trash throughout that property just left to blow around," and dead-end connectivity issues. He specifically mentioned Burlington Mills where "we built a road, built a sidewalk and then shut it, just done. Could have gone another hundred yards and connected to the



middle school. Our children can't bike to school now because we didn't go that extra hundred yards to connect that."

Mayor Ronnie Currin responded to several concerns, clarifying for Dr. Charles Johnson that any new Chapel Hill Tire project "has to come back through us, go through the entire process, follow the plan, and complete the whole process. They have to start over again." Regarding the Main Street corridor, he acknowledged "a disconnect between the market-based people and the development people and kind of vision of the town when it comes to this walkable, bikeable street." He noted that Main Street Group is "making a recommendation that we put overlay over their whole Main Street to kind of make it more in line with the vision of the walkable and bikeable thing. So, eliminate some businesses, such as more car-related businesses, car-type businesses, and possibly some other things too."

## **7. Consider Approval of the Consent Agenda**

7.a. ANX-25-01 Call for Legislative Hearing for Board of Commissioners Meeting on August 5,

2025

7.b. Resolution Authorizing Construction Manager at Risk

7.c. Meeting Minutes of May 20, 2025, June 3, 2025, June 17, 2025

7.d. Memorandum of Understanding Agreement with Rolesville Downtown Development Association (RDDA)

**Commissioner Paul Vilga moved to approve the consent agenda. The motion was seconded by Commissioner Long. The motion passed unanimously.**

## **8. Town Board Liaison Reports**

Commissioner Michael Paul reported on senior initiatives, announcing "the Senior Network is hosting a second annual charity golf tournament at Heritage Golf Club on Thursday, September eleventh." He noted the bus purchased last year "is in operation" providing "free rides for our seniors." He reported "18 residents have been displaced from the Grande because of increased rents" with rates increasing from \$1,442 to \$1,600 per month, emphasizing "this further highlights the need for affordable senior housing in Rolesville."

Paul shared progress on a senior center initiative, including meetings with Blake Belts from Senator Ted Budd's office who "provided some guidance on grants" and Jenny Griggs from Northern Wake Senior Center who "provided us with a wealth of information." He concluded: "I hope that we will select the developer who has presented the senior affordable housing development for this land."

Commissioner Dan Alston announced "a milestone moment for the town of Rolesville marking the official launch of the Rolesville High School Navy National

Defense Cadet Corps." He explained it will function like JROTC but "once they show proficiency for at least 2 years, then the Navy can get involved and be able to provide not just another instructor but also half their salary." He noted "for at least December we will see our young adults in front of our parade."

Alston reported on veterans' activities including the Veterans Fellowship breakfast meeting "on the last Wednesday of the month at IHOP in Knightdale," the Joel Fund seeking volunteers for their move to Rolesville, and their Veterans Housing Symposium on July 8th. He also mentioned free boxing lessons for veterans provided by Coach CJ Jones at City Boxing and Fitness in Raleigh.

Mayor Pro Tem April Sneed reported from the Planning Board's June 20th meeting, noting consideration of "an LDO text amendment regarding the transparency requirements for multifamily buildings" and "a voluntary annexation and residential rezoning request for property located between Fowler and Mitchell Mill roads, brought by the Hopper communities." She highlighted that "the technical review committee has 4 sets of construction drawings before them that are very near to attaining approvals" meaning "groundbreaking is not too far away for 4 new residential subdivisions." She also noted several Walbrook tenants would soon open businesses and Fifth Third Bank "will start construction soon on a standalone building out in front of Publix."

Commissioner Paul Vilga reported the Parks and Recreation meeting was canceled but noted upcoming tree board appointments and bylaw changes on the agenda.

Commissioner Lenwood Long provided police department updates, mentioning "popsicles with the police throughout the summer" as pop-up events and reminding everyone to "start planning for National Night Out, which will take place on October 1st."

## **9. Communication from Town Staff**

### **Fire Unification Recognition – Eric Marsh, Town Manager**

Town Manager Eric Marsh led a historic recognition ceremony for the fire department unification. He read from a press release: "After more than 65 years of dedicated service as an independent nonprofit, the Rolesville Road Fire Department officially became part of the town's governing structure as of today. This unification follows years of planning and collaboration."

Marsh explained the process involved "over 3 years of discussion, analysis, and consensus building between the town, Rolesville Fire Department, and North Carolina Fire Chief Consulting." He announced that "On June 4, 2024, the Board of County Commissioners approved plans for a new central fire station to be located at East Yonge Street as part of the new Town Center Campus. This project will also include a new police department and a Rolesville Town Hall."

Marsh presented commemorative challenge coins to fire department members, explaining: "this challenge coin has the Rolesville Rural Fire Department's seal on

one side and then it has the Town of Rolesville seal or logo on the other side and around the edge it denotes two legacies, one destiny."

Spencer Jones from the fire board thanked his fellow board members, Chief Donnie Lawrence, Division Chief Jacob Butler, and Ms. Edna, as well as town leadership and staff. He acknowledged: "It's been a long hard road, but I think we're probably here." His emotional response moved the board members.

Fire Chief Donnie Lawrence noted: "Fire department's been here 67 years as of June third. We've been in talks about this for about eight years, and it's been a long road to get here. I appreciate everyone working together in collaboration to reach this point."

Mayor Ronnie Currin expressed excitement about the unification, explaining: "we're not unifying because they're doing a bad job. They're doing a great job. But you know, the future, as Derek said, with Garner and everybody else as you're growing, we need new fire stations, and we need more employees." He noted the department's current rating of 2 and expressed the goal: "We want to be a 1, you know, and we want to work with you guys because I know y'all want to be a 1."

Mayor Pro Tem April Sneed reflected on the journey: "I think that Spencer's reaction and his heart just showed. And that speaks about how dedicated this fire department is and how dedicated this board is. So, I'm thankful for every 1 of you. Every time I hear those sirens go off, I say a prayer for each one of you because you're risking your lives for us."

Commissioner Dan Alston shared a personal story about his 2-year-old dialing 911: "And the fire department was at my home in less than 3 minutes knocking on the door. And I had no idea what was going on. It was across the 3-year-old, daddy told her no. But they came through the home, checked every exit entry, just to make sure that we were safe."

Commissioner Lenwood Long shared: "Some 15 years ago my father had a heart attack in the pulpit in New Bethel, and it was the fire department that saved his life. And that impact to what you mean to this community can never ever be shortsighted."

### **The board took a brief recess to celebrate with cupcakes and refreshments.**

#### **Human Resources Update – Lily Richardson, Human Resources Analyst**

Lily Richardson presented the HR update, introducing new team members including Brandon Met as program coordinator, Jones as a new hire, a new maintenance worker, and Jones as interim HR director. She reported on internal promotions including a police sergeant promotion, detective transition, and lead maintenance worker promotion.

Active postings included part-time facility supervisor, part-time recreation assistant, and one full-time police officer position. Richardson noted that today marked the first official day with new insurance providers through the contract changes: medical coverage moving to North Carolina, and vision and dental moving to MetLife.

Town Manager Eric Marsh added that Poly Hire had been retained as the executive search firm for the position of HR Director, noting "you all will probably start getting emails from people who see the posting and then send their resumes to the board, commissioners, and the mayor." He described the stakeholder engagement process and mentioned recruiting efforts including participation in Partnership Raleigh's professional development program, which had yielded "hot leads" for the stormwater technician and executive administrative positions.

### **Finance Department – Kisha Robinson, Accounting Specialist**

Kisha Robinson reported on the closure of the Wake County tax payment satellite site, explaining "it was not worth processing that Wake County tax payments. So, we decided along with Apex, Holly Springs, and Knightdale to close our satellite site which yesterday was the last day."

To assist residents with the transition, Robinson announced: "I'm going have a laptop beginning the second Friday of each month to assist with residents who want assistance with making tax payments using debit or credit card. We no longer take cash or check payments here." This assistance would be available through the end of the year.

### **10. Main Street Project Update – Eric Marsh, Town Manager**

Eric Marsh provided updates on the Main Street project, acknowledging issues raised by Rick Eddins at the previous week's business owner meeting. He explained that due to "difficulty getting some things accomplished by our Fred Smith company," public works had been "pivoting to have public works complete some of those things" including sign changes, silt fence corrections, and detour sign fixes, with costs to be tracked for later discussion with the contractor.

Marsh reported positive progress: "If you go up and walk through the intersection, you see that there is asphalt going down and asphalt base going down... the opening date of the Main intersection is still on track to hit that September deadline." He clarified that while the project would end in about 9 months, this included all finishing work like "filling in dirt, backfilling curb."

Regarding the plastic on ADA truncated domes, Marsh explained: "it's general practice in construction to leave the plastic on until the project's done and then you remove the plastic, so it looks really nice because it gets beat up when the sand washes in before you put in the grass."

He announced a meeting scheduled with Fred Smith Company leadership for the following Tuesday afternoon to discuss "communication and expectations."

Commissioner Paul Vilga raised concerns about Granite Falls Boulevard, describing driving through as "a nightmare because all the parking along there, that's our main corridor right now." He requested restriping for fire hydrants and parking enforcement, noting "there's a lot of cars parked in the yellow sections across the curbs." Marsh confirmed restriping was included in the bid project.

Commissioner Michael Paul asked about the utility pole removal schedule. Marsh explained Duke Energy was ready to mobilize within a week but was waiting for CenturyLink to complete their work, expected by July 3rd.

## **11. Old Business**

### **Habitat for Humanity Presentation – Patricia Burch, CEO**

Mical McFarland, Economic Development Director, introduced the presentation, providing background on the town's parallel affordable housing initiatives: development of an affordable housing plan and exploring use of town-owned property behind Town Hall. He noted the housing plan was near completion with the public comment period concluded, scheduled for planning board and town board review later in the summer.

McFarland highlighted key goals including "planning for the future and considering setting up a fund for affordable housing," "long-term vision for housing in Rolesville," "diversification of the different types of housing," and "development of that ecosystem, meaning internal capacity, staff capacity, educating the community."

Patricia Burch, CEO of Habitat for Humanity Wake County, presented their organization's capabilities and proposal. She opened by stating their mission: "seeking to put God's love into action. Habitat for Humanity brings people together to build homes, community, and hope."

Burch highlighted their 40-year history, noting they would build their 1,000th home this year, had repaired over 500 homes, operated 10 ReStores, and engaged over 15,000 volunteers annually. She emphasized: "Habitat who Habitat has been in the past is not who Habitat is today" explaining they now "affect the entire housing continuum" through advocacy, education, home preservation, and homeownership programs.

She presented a map showing Habitat had built in every Wake County municipality except Rolesville, stating "I hope that we can change that map soon."

Burch detailed program requirements including residency/employment in Wake or Johnston County, US citizenship or permanent residency, no property ownership in

past 3 years, income below 80% AMI (about \$80,000), good rental/credit history, \$5,000 savings for closing costs, and 200 hours of sweat equity.

She explained their affordability model: homes sold at appraisal value to avoid devaluing neighborhoods, with affordability achieved through financing. First mortgages are low interest, capped at 30% of gross income, covering at least 70% of appraisal. Down payment assistance (currently \$17,500 from Federal Home Loan Bank) is utilized. Second mortgages of 0% interest are deferred with no payment unless property is sold or transferred.

A live example showed a \$400,000 house with \$55,000 buyer income resulting in a \$280,000 first mortgage, \$57,500 down payment assistance, and \$62,500 second mortgage.

Long-term affordability tools included first right of refusal, shared appreciation agreements (90% to Habitat/10% to family in first 5 years, 50/50 up to 15 years, then all to family), and ground leasing for permanent affordability.

For Rolesville, Habitat proposed 20 townhomes at 4950 Burlington Mills in a cottage court style where "all the homes face into a center green area." Each townhome would be approximately 1,500 square feet with a one-car garage, connecting to Batten Road, South Towne Circle, and Bridgepoint Drive, including landscape buffer and community park with tree conservation.

Commissioner Paul Vilga asked about serving Rolesville residents specifically. Burch explained that as an equal housing lender they must offer to all eligible applicants but could "market to people in the town of Rolesville... host homeownership workshops... talk about the timing of this neighborhood."

Commissioner Dan Alston asked why no rentals were offered. Burch responded that rental "is not something that we are currently doing on a regular basis. It is something we are starting to pilot" but they wanted to present "what we know because we try to be transparent."

When asked about energy efficiency, Burch confirmed homes are "extremely energy efficient. We build to advanced energy qualifications, which is as high as Energy Star."

## **12. New Business**

### **New Business: Legislative Hearing for TA-25-04**

Due to the earlier postponement to September 2nd, no action was taken on this matter. Mayor Ronnie Currin noted the need for a workshop before the September hearing, stating "I was thinking Meredith Gruber was handling all the text amendments in the workshop, well, most of them anyway. She was also to give us an explanation because I know some of the commissioners had questions on what they saw in the package."

## **Revision of Tree Board By-Laws – June Green, Parks & Recreation Director**

Eddie Henderson presented the tree board bylaws revision, explaining they had "had a staff run tree board for a while now and we're making it public." The Parks and Recreation Advisory Board had reviewed the bylaws and recommended approval with one revision: "this board will approve the members to the tree board with the approval and the recommendation of Parks and Recreation Advisory Board" instead of PARAB appointing directly.

Commissioner Paul Vilga explained this was "just a cleanup of the Tree Board Bylaws" to ensure "this board has oversight of who we're putting on boards." He noted the board size was flexible between 5 and 9 members "just in case you have somebody come in that's an expert or can offer something else."

**Commissioner Paul Vilga moved to recommend the revision of the tree board bylaws to change from approval from PARAB to approval for the town board. Mayor Pro Tem April Sneed seconded the motion. The motion passed unanimously.**

## **Recommendations of Applicants for Tree Board and PARAB – Eddie Henderson, Parks & Recreation Director**

Henderson reported that candidates were interviewed on June 11th, recommending five inaugural tree board members:

- Tammy Lesko
- Joanna Siaw
- Laura McDonald
- Emily Marquardt
- James Bradford.

He noted "They come from variety of walks of life. Some have got some experience in whether they studied biology in college or whatever it may be. So, we had a really good mix of residents."

**Commissioner Paul Vilga moved to approve the five recommended Tree Board members. Commissioner Lenwood Long seconded the motion. The motion passed unanimously.**

Henderson also recommended Lily Marquardt to fill the high school position on PARAB, replacing a member who had graduated and was "going to West Point."

**A motion was made by Commissioner Long and seconded by Commissioner Alston to approve Lily Marquard for the PARAB high school position. The motion passed unanimously.**

## **13. Communications**

### **Erin Catlett, Deputy Town Attorney**

Before her report, Eric Marsh raised the matter of property transferred in the fire department unification. He explained the property off Old Pearce Road was



"purchased for future expansion and placement of a fire substation" and requested permission to work with the town attorney on establishing a restrictive covenant to "solidify the purpose of that as being a property that we intend to reserve and retain for future expansion of fire services."

Erin Catlett clarified: "The initial agreement did not contemplate that, so we could not add it without board action." When asked, she confirmed it would be for "public safety" broadly, not just fire services.

Commissioner Paul provided context: "Frank Pearce, who we all know, and love negotiated the purchase of that for the fire department and at the time the owners of the property requested that it be reserved for the fire department for a substation public safety and he promised it would. It never got in the deed originally and at the eleventh hour this came up."

The board expressed support for moving forward with the restrictive covenant language to be brought back for approval.

In her report, Catlett thanked the board for allowing her to participate in the evening's celebration, noting Town Attorney Dave Neill "sends his regards. He will be back with you at the next meeting. He is currently in Scotland." She was presented with a "Deputy Town Attorney" nameplate during the meeting.

### **Eric Marsh, Town Manager**

Marsh reminded everyone about the Fourth of July celebration starting at 5 PM, featuring The Embers band, food trucks, inflatables, and fireworks. He advised: "please come out early, don't park illegally and be ready to take your time making your way out if you stay for the whole fireworks show." He noted for those in the field to "look over the picnic area towards the fire for the fireworks."

Mayor Ronnie Currin announced that Matt Sullivan, the camera technician of East Wake TV had returned from his honeymoon and would be working on next week's show featuring Officer Kenion, describing him as having "a hometown story to tell", you know. Grew up here, went off to college, came back, worked in the town as a police officer, played football, helped the football team, and local football teams. Lives in town, 1 of the first people live in Cobblestone."

### **14. Adjourn**

**With no further business, the meeting was adjourned without opposition.**





## Board of Commissioners

### Work Session

**July 15, 2025**

**6:30 PM**

### MINUTES

**PRESENT:** Mayor Ronnie Currin  
Mayor Pro Tem April Sneed  
Commissioner Dan Alston  
Commissioner Lenwood Long  
Commissioner Michael Paul  
Commissioner Paul Vilga  
Economic Development Director Mical McFarland

Town Manager Eric Marsh  
Assist. Town Manager Steven Pearson,  
Town Attorney Dave Neill  
Town Clerk Christina Ynclan  
Captain Richard Haynes

#### 1. Call to Order

**Mayor Ronnie Currin called to order the Rolesville Board of Commissioners work session on July 15, 2025. He thanked everyone in attendance and welcomed those watching online.**

#### 2. Consideration of Agenda

**Mayor Currin asked for any discussion on the agenda. Since there was none, he entertained a motion to approve.**

**Commissioner Vilga moved to approve the agenda. Commissioner Paul seconded the motion. The motion passed unanimously.**

#### 3. Affordable Housing Conversation

- Town Manager Eric Marsh introduced the affordable housing conversation, explaining that the town owns property behind town hall and had put out an RFP for proposals on affordable housing solutions. He noted that an affordable housing plan was in draft form and that conversations about affordable housing had been ongoing for over two years. Marsh mentioned that Habitat for Humanity had recently made a presentation after rising to the

top in a steering committee's evaluation. He opened the floor for board members to share their thoughts and perspectives on the project's direction.

- Commissioner Michael Paul chimed in, recapping that there were seven applicants for the RFP, which was narrowed down to three. He suggested bringing in the other two candidates to speak as well, to help the board decide on who would build the property behind town hall.
- Commissioner Dan Alston agreed with hearing from the other developers and emphasized the importance of reflecting on the guidance they had for seniors, veterans, those with disabilities, and the workforce. He appreciated the committee's work in narrowing down the choices, but wanted to hear from the other two candidates.
- Mayor Pro Tem April Sneed expressed reservations about the foundation (referring to True Homes), citing concerns about their timeliness in submitting additional information and their lack of experience in what the town was looking for. She felt uncomfortable with an organization that didn't seem to prioritize the town's project and lacked relevant expertise.
- Commissioner Paul clarified that True Homes was a seasoned developer with experience all over North Carolina, including recent projects like the ABC store in Youngsville. He argued it was worth hearing from them as they were the only ones offering senior affordable housing.
- Mayor Currin asked for thoughts from Commissioners Paul Vilga and Lenwood Long. Commissioner Paul stated that more information is better for making immediate decisions. Commissioner Long expressed concern about spinning wheels and emphasized the need for progress. He noted that both top choices (Habitat for Humanity and True Homes) were about ownership, which aligned with the goal of affordable housing. He suggested making a decision that night on how to proceed.

**Commissioner Paul made a motion to invite the other two candidates to present at the August 19, 2025, board meeting, to decide after hearing all presentations, and move forward on that basis.**

**Commissioner Vilga seconded the motion.**

**Ayes- Commissioner Paul, Commissioner Vilga, Commissioner Alston**

**Nayes- Mayor Pro Tem Sneed, Commissioner Long**

**Motion passed with a vote of 3-2.**

- Town Attorney Dave Neill stated that he would get back with the board with an official answer to how constrained the Town of Rolesville is regarding the

affordable housing programs and the use of the Town's assets to ensure that it was addressed.

#### **4. Chamber Memorandum of Understanding MOU Conversation**

- Town Manager Eric Marsh introduced the Chamber Memorandum of Understanding (MOU) conversation, explaining that they had provided a draft of the MOU and had a presentation from the chamber about their desires for funding and support over the next year. He opened the floor for board members to express what information they needed to move forward with the MOU.
- Commissioner Paul Vilga stated that nonprofit status was his biggest concern, considering it a "nonstarter" if it wasn't fixed or in place. Commissioner Michael Paul agreed, noting that this had been an ongoing issue for at least 18 months.
- Commissioner Dan Alston asked how the town could ensure accountability and transparency regarding the in-kind amount given to the chamber. Mayor Pro Tem April Sneed agreed with both Vilga and Alston's concerns.
- There was discussion about the chamber's nonprofit status, with some confusion about whether they had lost their tax-exempt status or their entire nonprofit status. Economic Development Director Mical McFarland mentioned that the latest he had heard was that they were applying to remedy the situation, but hadn't heard back from the IRS.
- Town Attorney Dave Neill provided clarification on the different types of nonprofit statuses and their implications for the town's partnership with the chamber.
- Mayor Currin invited Assistant Town Manager Steven Pearson to speak regarding the Rolesville Chamber and was provided with an update on the BBQ and Bands event. Assistant Town Manager Pearson mentioned that this year's event was expected to have over 5,000 participants. He noted that the budgeted amount would not be enough to host an event of that size so that they would be soliciting partnerships and sponsorships.
- After further discussion, the board agreed to have the MOU on the consent agenda for the August meeting or as an item for consideration. Town Manager

Marsh is committed to providing the board with a written response addressing their questions before the next meeting.

- Mayor Currin suggested putting the MOU as an agenda item for consideration rather than on the consent agenda, allowing for discussion before voting. The board agreed with this approach.
- Mayor Currin inquired about an update on the status of the Community Group Funding Program to Town Clerk Christina Ynclan.
- Town Clerk Christina Ynclan provided an update on the Community Group Funding Program. She reported that all applications have been successfully submitted and are now ready for review by the board. The final selection of recipients will be made at the upcoming meeting on August 5, 2025.

#### **5. Closed Session Pursuant to NCGS 143-318.11(a)(6) Personnel**

**Mayor Pro Tem April Sneed moved that the board go into closed session to discuss a confidential personnel matter pursuant to Chapter 143, Section 318.11 (a) (3) of the North Carolina General Statutes. Commissioner Lenwood Long seconded the motion.**

**The motion passed unanimously, and the board entered closed session.**

#### **6. Adjourn**

**Mayor Currin adjourned the meeting without opposing it once it returned to open session.**

***DRAFT Memorandum of Understanding (MOU)***  
***Between the Town of Rolesville and the Rolesville Chamber of Commerce***  
***Fiscal Year 2025-2026***

This memorandum of understanding, made between the Town of Rolesville (hereinafter referred to as “the Town”) and the Rolesville Chamber of Commerce (hereinafter referred to as “the Chamber”), hereinafter referred to as the “agreement”.

**WHEREAS**, the Town and the Chamber both value and support the businesses in the Rolesville community; and

**WHEREAS**, the Town realizes the importance of the Rolesville Chamber of Commerce in supporting, networking, and promoting businesses in the Rolesville community; and

**WHEREAS**, the Town desires to support the efforts of the Chamber of Commerce in bringing the business community together by organizing and holding events.

**NOW, THEREFORE**, in consideration of the mutual obligations and promises set forth below, the parties hereto agree as follows:

**The Town agrees to:**

1. Remain a member of the Chamber and pay annual dues for the Community Leader Partner level in the amount of **\$500**.
2. Contribute to the Chamber **\$20,000** throughout the fiscal year. Included is a chart showing the fiscal participation by the Town per line item.
3. Provide offices for the Chamber to conduct business at 200 E. Young Street, a property owned by the Town (which equates to a current value of approximately \$6,215.16 per market rate lease). This will be an in-kind donation by the Town absorbing the cost.
4. Provide sponsorships and police officers at community-wide events such as the annual BBQ & Bands Festival and Christmas Parade.
5. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

**The Chamber agrees to:**

1. Complement the Town’s economic development efforts through:
  - a. Launch Rolesville, a program which supports and promotes entrepreneurship and small business development in Rolesville.
  - b. Local Business Retention and Expansion (BRE) in partnership with the Town’s Economic Development Director to engage and support the local business community and promote economic development.
  - c. Participation with the Town to communicate and organize activities and events that market Rolesville as a great place to do business, promote tourism, help recruit new business, and create a

good business climate in Rolesville. Events include the BBQ & Bands Festival and Christmas Parade.

2. Per the provisions of N.C. General Statute 55A-16-24, provide annual financial statements to the Town, as well as a report of activities showing how the funds received from the Town of Rolesville are being used. Documents are to be received prior to the signing of the subsequent fiscal year's MOU.

This agreement is effective from the date of execution until June 30, 2026. At any point in time, either party may request that the responsibilities be amended. This agreement can be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this \_\_\_\_ day of \_\_\_\_\_ by the Town of Rolesville Board of Commissioners

\_\_\_\_\_  
Town of Rolesville  
Mayor

\_\_\_\_\_  
Rolesville Chamber of Commerce  
Chair

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

***Contribution to the Rolesville Chamber of Commerce  
Fiscal Year 2025-26***

Category	Allocation
Launch Rolesville	\$5,000
Economic Development Programming	\$15,000
Total Monetary Contribution	<b>\$20,000.00</b>
Value of In-kind Contribution (Office Space)	\$6,215.16
Total Support (in-kind and cash)	<b>\$26,215.16</b>

# Memo

**To:** Mayor and Commissioners  
**From:** Medhat Baselious  
**Date:** 8/4/2025  
**Re:** Town Campus Project Actions, Agenda Items #10.a, 10.b, and 10.c

---

## Action one

Management and staff are placed to recommend selecting SAMET as the most qualified firm for this project. As we move forward with the Town Campus Project, it's essential to obtain approval of the continuation procedure to Contract with Samet (CMAR).

1. The Town issued a Request for Qualifications (RFQ) on November 10, 2024, to select a qualified CMAR for the Town Campus project.
2. We received five responses.
3. A selection committee consisting of the Town Manager, Finance Director, and Capital Project Manager (each with voting authority), along with our project architect (serving in an advisory role), reviewed all submissions.
4. After evaluating and scoring all proposals, the top three firms were shortlisted and interviewed on December 10, 2024.
5. Following the interviews, SAMET was selected as the recommended CMAR based on their team qualifications:
  - 1- **Advantage:** Availability of the selected team.
  - 2- **Advantage:** Relevant previous experience.
  - 3- **Advantage:** Extensive collaboration with the project's architect.
6. The Town now needs to continue the procedure to contract SAMET as the Town's CMAR for this project.

## Action 2

Once Samet is selected as the CMAR, the next step is to approve the preconstruction contacts with the vendor. Preconstruction includes preliminary pricing during Schematic Design, Design Development, Construction Drawings, Bidding, and Guaranteed Maximum Price.

## Action 3



ADW Architects has completed the schematic design phase for the Police Station and Main Fire Station projects. We now recommend moving forward with ADW as the Architect of Record for the development design phase.

**Recommendation:**

- Motion to Designate Samet as the best-qualified firm for Construction Management at Risk (CMAR) services for the Town Center Site Development, consistent with NCGS 143-128.1.
- Approve agreements with Samet for preconstruction services for the Site Development, Police Station, and Main Fire Station projects and authorize the Town Manager to negotiate and execute the agreements, subject to Town Attorney review.
- Approve agreements with ADW Architects for architectural and engineering design services for the Police Station and Main Fire Station and authorize the Town Manager to negotiate and execute the agreements, subject to Town Attorney review.





# AIA® Document B133® – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the **Thirtieth** day of **July** in the year **Two Thousand and Twenty-Five**

*(In words, indicate day, month and year.)*

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

**Town of Rolesville**  
**502 Southtown Circle**  
**Rolesville, NC 27571**

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

**ADW Architects, PA**  
**2815 Coliseum Centre Drive, Suite 500**  
**Charlotte, NC 28217**  
for the following Project:  
*(Name, location, and detailed description)*

**Police Station**

The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

**Samet**  
**5430 Wade Park Boulevard, Suite 110**  
**Raleigh, NC 27607**

The Owner and Architect 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1647853942)

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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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### ARTICLE 1 INITIAL INFORMATION

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

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

**This agreement is based on Exhibit A, attached A & E Services Proposal Letter dated April 4,2025.**

§ 1.1.1 The Owner's program for the Project:

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

**The Owner's program to be used for this project was completed by ADW Architects under a separate contract.**

§ 1.1.2 The Project's physical characteristics:

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

**See Exhibit A**

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

*(Provide total and, if known, a line item breakdown.)*

**To be determined**

Init.

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

.1 Design phase milestone dates, if any:

**To Be Determined**

.2 Construction commencement date:

**To Be Determined**

.3 Substantial Completion date or dates:

**To Be Determined**

.4 Other milestone dates:

**To Be Determined**

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

**None**

*(Paragraphs deleted)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

**Eric Marsh, MPA, EI  
Town Manager  
Town of Rolesville  
502 Southtown Circle  
Rolesville, NC 27571**

§ 1.1.9 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:

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

**None**

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.22)*

Init.

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User Notes:

(1647853942)



**Samet  
5430 Wade Park Boulevard, Suite 110  
Raleigh, NC 27607**

*(Paragraphs deleted).***2** Other consultants and contractors:  
*(List any other consultants and contractors retained by the Owner.)*

**Surveying  
Geotechnical Engineering/Testing  
Construction Materials & Compaction Testing Consultant  
Hazardous Materials Testing and Abatement Consultant (if needed)  
Special Inspections Consultant  
Traffic Engineering/Traffic Studies/Traffic Impact Analysis (TIA) Consultant (if needed)  
Environmental Engineer/Consultant (if needed)  
Wetlands Consultant (if needed)  
Commissioning  
Technology Design  
Site Lighting Design  
Radio/Alerting System Design**

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

**Keith Carlyon – Managing Principal**

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

**Stewart, Inc.  
101 N Tryon Street  
Charlotte, NC 28246**

*(Paragraph deleted)*

**.2** Mechanical, Electrical & Plumbing Engineering:

**Optima Engineering  
1927 S Tryon Street, Suite 300  
Charlotte, NC 28203**

**.3** Site/Civil Engineering and Landscape Architecture:

**CLH Design  
400 Regency Forest Dr.  
Suite 120  
Cary, NC 27518**

**§ 1.1.12.2** Consultants retained under Supplemental or Additional Services:

Init.

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User Notes:

(1647853942)

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

See attached Exhibit A, Architect's written proposal letter dated April 4, 2025.

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** for each occurrence and **Two Million Dollars (\$ 2,000,000 )** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** 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.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under

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Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000)** each accident, **One Million Dollars (\$ 1,000,000 )** each employee, and **One Million Dollars (\$ 1,000,000 )** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars (\$ 2,000,000 )** per claim and **Two Million Dollars (\$ 2,000,000 )** in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect 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 Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and stated in Exhibit A. Civil engineering & landscape architecture services will also be provided. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.



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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

*(Paragraphs deleted)*

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

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



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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

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

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.6.2 Evaluations of the Work

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

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



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

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

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

### § 3.6.3 Certificates for Payment to Construction Manager

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

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

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

### § 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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



responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

### § 3.6.5 Changes in the Work

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

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (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 Construction Manager under the Contract Documents.

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

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 Unless noted as being included in Basic Services, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
(Rows deleted)	
§ 4.1.1.1 Coordination of the Owner's consultants	Owner
§ 4.1.1.2 Site Surveying	Owner
§ 4.1.1.3 Geotechnical Engineering/Testing/Services	Owner
§ 4.1.1.4 Construction Materials & Compaction Testing	Owner
§ 4.1.1.5 Hazardous Materials Testing & Abatement	Owner
§ 4.1.1.6 Special Inspections	Owner
§ 4.1.1.7 Traffic Engineering/Traffic Studies/Traffic Impact Analysis	Owner
§ 4.1.1.8 Environmental Engineering	Owner
(Row deleted)	
§ 4.1.1.9 Wetlands Consulting	Owner
(Row deleted)	
§ 4.1.1.10 Commissioning	Owner
(Rows deleted)	
§ 4.1.1.11 Technology Design	Owner
§ 4.1.1.12 Site Lighting Design	Owner
§ 4.1.1.13 Radio/Alerting System Design	Owner
§ 4.1.1.14 See attached Exhibit A – Architectural & Engineering Services Written Proposal Letter for Other Services Not Included in the Fee	Owner

#### § 4.1.2 Description of Supplemental Services

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

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

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

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

**Owner will provide services listed under Sections 4.1.1.1, 4.1.1.2, 4.1.1.3, 4.1.1.4, 4.1.1.5, 4.1.1.6, 4.1.1.7, 4.1.1.8, 4.1.1.9, 4.1.1.10, 4.1.1.11, 4.1.1.12, 4.1.1.13, 4.1.1.14 through themselves, other consultants or vendors.**

(Paragraph deleted)

#### § 4.2 Architect's Additional Services

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

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

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- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect;
- .11 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .12 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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 Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

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- .2 Attendance at monthly Owner, Architect, CM Meetings and site visits every two weeks by the Architect for a maximum construction duration of 14 months.
- .3 The project engineers will visit the site at intervals appropriate to the stage of construction for a maximum construction duration of 14 months.
- .4 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .5 Two ( 2 ) inspections for any portion of the Work to determine final completion.

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.5 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.

§ 5.6 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.

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

*(Paragraph deleted)*

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

§ 5.10 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.

§ 5.11 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.

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness

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in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.



The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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 The method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

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

### § 8.3 Arbitration

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

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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

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

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

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

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

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

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

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

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

#### **Mutually Agreeable Amount**

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

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

### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees



to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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 Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

### .1 Stipulated Sum of \$862,000

*(Insert amount)*

*(Paragraphs deleted)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

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

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

**Hourly based on rates shown in Exhibit A and B, or a mutually agreed upon lump sum fee.**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent ( **0** %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

(Row deleted)

Design Development Phase	<b>Thirty</b>	percent (	<b>30</b>	%)
Construction Documents Phase	<b>Forty-Seven</b>	percent (	<b>47</b>	%)
Construction Phase	<b>Twenty-Three</b>	percent (	<b>23</b>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

**See Exhibit B**

Employee or Category	Rate (\$0.00)
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#### § 11.8 Compensation for Reimbursable Expenses

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

**\*All Drawing printing (process, permitting, construction)**

**\*Project manual printing (specifications)**

(Paragraph deleted)

**\*Postage and handling of permitting and bid documents only**

**\*Newspaper ads for bidding**

(Paragraph deleted)

**\*Mounting, foam core, etc. for owner-requested presentation drawings**

**\*FedEx or rush delivery**

(Paragraphs deleted)

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\*Regulatory application fees, filing fees, review fees, permit fees, etc.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent ( **0** %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

#### § 11.10 **Payments to the Architect**

##### § 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of **Zero** ( \$ **0** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

##### § 11.10.2 **Progress Payments**

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

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

**E-VERIFY – The Architect shall comply with the requirements of Article 2, G.S. 64-26 of North Carolina General Statutes.**

#### **ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Exhibits:

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

[  
(Paragraphs deleted)  
X]

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.)

**Exhibit A – Architectural & Engineering Services Proposal Letter dated April 4, 2025**

**Exhibit B – Schedule of Hourly Rates**

(Paragraphs deleted)

**Exhibit C – Schedule of Reimbursable In-House Printing Rates**

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**ARCHITECT** (Signature)

**Keith Carlyon, Managing Principal**

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

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April 4, 2025

Medhat Baseliou PE, PMP  
Capital Project Manager  
Town of Rolesville  
502 Southtown Circle  
Rolesville, NC 27571

Re: Architectural and Engineering Services Proposal for a new Police Station Building

Dear Mr. Baseliou;

ADW Architects is pleased to provide you this proposal to provide Architectural and Engineering Services for your new Police Station Project. We will provide Architectural and Engineering Basic Services as per the American Institute of Architects Standard Form of Agreement B133-2019 edition. The Services include (Schematic Design will be credited from the original contract scope), Design Development, Construction Documents, Bidding assistance and Construction Contract Administration Phase Services.

This Fee is based on the design of a two-story, +/- 17,000 square foot Police Station along with associated on-site site improvements.

Our Basic Services Lump Sum Fee for this project (including Design Development, Construction Documents, Bidding Assistance, Permitting, Construction Contract Administration and Project Closeout Assistance), would be \$862,000 for Architectural Services, Site/Civil Engineering, Landscape Architecture, Structural Engineering, Plumbing Engineering, Mechanical Engineering, Electrical Engineering and Fire Protection Engineering. Please note that this fee reflects a credit of \$135,000 from our previous Schematic Design Fee.

The following Engineers will be utilized for this work:

Site/Civil Engineering and Landscaping

CLH design, p.a.  
400 Regency Forest Drive  
Suite 120  
Cary, NC 27518

Structural Engineering

STEWART  
223 S. West Street  
Suite 1100  
Raleigh, NC 27603

Mechanical, Electrical, Fire Protection, Plumbing Engineering

OPTIMA Engineering  
150 Fayetteville Street  
Suite 520



Raleigh, NC 27601

**The following Project expenses would be considered reimbursable. They would be invoiced for only as needed, and they are not included in the Fee above.**

- all drawing printing (process, permitting and construction)
- project manual printing (specifications)
- postage and handling of permitting and bid documents only
- mounting, foam core, etc. for owner requested presentation drawings
- FedEx or rush delivery
- regulatory application fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals or any lodging required for this project.

The following Services need to be provided by the Town or added to the scope of work where noted:

- site surveying (possibility of needing the pad ready condition surveyed)
- geotechnical testing (will need some additional testing at the specific building location)
- independent construction materials & compaction testing
- special inspections required by the Building Code
- code required building commissioning (this could be added to the scope of our engineer for a fee of \$9,500).
- Technology design AV/IT/Security (design team will coordinate with your vendors to provide the conduits, Jbox's and power they need on the drawings). (this could be added to the scope of our engineer for the fee of \$33,000 if the Town would like).
- furniture design/selection (we can assist at a \$125/hr rate if you would like)
- fire hydrant flow testing
- fire pump design (if needed)
- environmental assessments/engineering, impact statements
- flood studies, wetlands studies, wetlands 401/404 permitting, etc.
- pump station design if gravity flow is not possible
- traffic impact analysis, traffic studies, traffic signal design
- work related to any rezoning, conditional or special use permit or other similar requirements
- irrigation design
- deep foundation design (only needed if geotechnical report finds soils unsuitable for standard spread footings)
- Design Services for any off-site improvements that may be required by permitting Agencies, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, etc., as it is unknown at this time if DOT or other permitting Agencies will require any of these improvements.

The Basic Services Fee is based on the following Project Scope;

- 1- This Fee is based on using the CMAR project delivery method.



- 2- This Fee includes implementation of some basic Sustainable Design Principles, but not LEED Certification Design Services.
- 3- This Fee is based on a 14-month construction duration. This Fee includes job site visits every two weeks by ADW Architects. These visits will include written reports with photographs of job progress. The Project Engineers will visit the site at intervals appropriate to the stage of construction. If the construction duration exceeds 14 months, we can provide Construction Contract Administration Site Visits as Additional Services on an hourly basis, per site visit basis, or a mutually agreed upon lump sum fee.
- 4- This Fee includes meetings with the Rolesville Board / Staff to review the progress of the design, as needed. It also includes all AHJ review meetings if needed throughout the Design and Construction Phases of the project.
- 5- The Design for all special systems, such as Telecom/Data, CCTV, Security, Audio Visual, Radio, etc. will be provided by the Town and/or through Vendors hired directly by the Town (the design team will coordinate with these vendors and provide conduit to above ceiling, jbox's and power as needed for these systems). See option to add this scope to our fee if the Town prefers.
- 6- This Fee does not include any separate early permitting & bid packages, such as an early site & foundation package, early steel package, etc. that would be needed for a fast track design Process (this may be requested by the CMAR, we can determine if there would be additional cost at that point).
- 7- This Fee does not include any Design Services for any off-site improvements that may be needed, such as road widening, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, traffic signals, etc.

Mr. Baseliouis, we appreciate the opportunity to provide this proposal. If you have any questions, or if we have misinterpreted any information related to your needed Scope of Services, please do not hesitate to contact us.

If this proposal is acceptable, we can provide a draft of an AIA B133-2019 contract for your review.

We look forward to continuing this exciting Project!

Sincerely,

**ADW Architects**



Keith Carlyon, AIA, NCARB, LEED AP  
Managing Principal  
Director of Public Safety Design

Director of Local Government Design  
2815 Coliseum Centre Dr.  
Suite 500  
Charlotte, NC 28217

## EXHIBIT B

### ADW Hourly Rates

Sr. Principal	\$195/hr
Principal	\$185/hr
Project Manager	\$165/hr
Project Architect	\$150/hr
Designer/Assistant to Project Architect	\$115/hr
Interior Designer	\$125/hr
Construction Contract Administrator	\$160/hr
Administrative	\$75/hr
Managing Principal	\$275/hr

2025 Rates

Hourly rates may be adjusted annually.

## Exhibit C

### Schedule of Reimbursable Printing Expenses

<u>Black &amp; White Print Size</u>	<u>Cost per Sheet</u>
8 1/2 x 11	\$0.16
12 x 18	\$0.60
15 x 21	\$0.55
18 x 24	\$0.75
24 x 36	\$1.50
30 x 42	\$2.20
36 x 48	\$2.75
Reproducible	\$4.50
<u>Color Print Size</u>	<u>Cost per Sheet</u>
8 1/2 x 11	\$0.50
12 x 18	\$0.75
15 x 21	\$30.00
18 x 24	\$37.00
24 x 36	\$60.00
30 x 42	\$105.00
36 x 48	\$120.00
<u>Specification Manuals</u>	<u>Per No. of Pages</u>
1 - 200 pages	\$40.00
201 - 300 pages	\$50.00
301 - 400 pages	\$55.00
401 - 500 pages	\$65.00
501 - 600 pages	\$70.00

January 2025  
Hourly rates may be adjusted annually

# **AIA® Document B133® – 2019**

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the **Thirtieth** day of **July** in the year **Two Thousand and Twenty-Five**

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address, and other information)*

**Town of Rolesville**  
**502 Southtown Circle**  
**Rolesville, NC 27571**

and the Architect:

*(Name, legal status, address, and other information)*

**ADW Architects, PA**  
**2815 Coliseum Centre Drive, Suite 500**  
**Charlotte, NC 28217**

for the following Project:

*(Name, location, and detailed description)*

**Fire Station**

The Construction Manager (if known):

*(Name, legal status, address, and other information)*

**Samet**  
**5430 Wade Park Boulevard, Suite 110**  
**Raleigh, NC 27607**

The Owner and Architect 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(793991288)



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### ARTICLE 1 INITIAL INFORMATION

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

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

**This agreement is based on Exhibit A, attached A & E Services Proposal Letter dated July 28,2025.**

§ 1.1.1 The Owner's program for the Project:

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

**The Owner's program to be used for this project was completed by ADW Architects under a separate contract.**

§ 1.1.2 The Project's physical characteristics:

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

**See Exhibit A**

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

*(Provide total and, if known, a line item breakdown.)*

**To be determined**

Init.



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

.1 Design phase milestone dates, if any:

**To Be Determined**

.2 Construction commencement date:

**To Be Determined**

.3 Substantial Completion date or dates:

**To Be Determined**

.4 Other milestone dates:

**To Be Determined**

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Indicate agreement type.)*

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

**None**

*(Paragraphs deleted)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

**Eric Marsh, MPA, EI  
Town Manager  
Town of Rolesville  
502 Southtown Circle  
Rolesville, NC 27571**

§ 1.1.9 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:

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

**None**

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.22)*

Init.

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User Notes:

(793991288)

**Samet**  
**5430 Wade Park Boulevard, Suite 110**  
**Raleigh, NC 27607**

*(Paragraphs deleted).***2** Other consultants and contractors:  
*(List any other consultants and contractors retained by the Owner.)*

**Surveying**  
**Geotechnical Engineering/Testing**  
**Construction Materials & Compaction Testing Consultant**  
**Hazardous Materials Testing and Abatement Consultant (if needed)**  
**Special Inspections Consultant**  
**Traffic Engineering/Traffic Studies/Traffic Impact Analysis (TIA) Consultant (if needed)**  
**Environmental Engineer/Consultant (if needed)**  
**Wetlands Consultant (if needed)**  
**Commissioning**  
**Technology Design**  
**Site Lighting Design**  
**Radio/Alerting System Design**

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

**Keith Carlyon – Managing Principal**

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

**Stewart, Inc.**  
**101 N Tryon Street**  
**Charlotte, NC 28246**

*(Paragraph deleted)*

**.2** Mechanical, Electrical & Plumbing Engineering:

**Optima Engineering**  
**1927 S Tryon Street, Suite 300**  
**Charlotte, NC 28203**

**.3** Site/Civil Engineering and Landscape Architecture:

**CLH Design**  
**400 Regency Forest Dr.**  
**Suite 120**  
**Cary, NC 27518**

**§ 1.1.12.2** Consultants retained under Supplemental or Additional Services:

Init.

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

See attached Exhibit A, Architect's written proposal letter dated April 4, 2025.

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** for each occurrence and **Two Million Dollars (\$ 2,000,000 )** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** 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.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under



Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000** each accident, **One Million Dollars (\$ 1,000,000 )** each employee, and **One Million Dollars (\$ 1,000,000 )** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars (\$ 2,000,000 )** per claim and **Two Million Dollars (\$ 2,000,000 )** in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect 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 Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and stated in Exhibit A. Civil engineering & landscape architecture services will also be provided. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.



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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

*(Paragraphs deleted)*

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

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



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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

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

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.6.2 Evaluations of the Work

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

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



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

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

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

### § 3.6.3 Certificates for Payment to Construction Manager

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

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

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

### § 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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



responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

### § 3.6.5 Changes in the Work

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

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (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 Construction Manager under the Contract Documents.

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

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 Unless noted as being included in Basic Services, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
(Rows deleted)	
§ 4.1.1.1 Coordination of the Owner's consultants	Owner
§ 4.1.1.2 Site Surveying	Owner
§ 4.1.1.3 Geotechnical Engineering/Testing/Services	Owner
§ 4.1.1.4 Construction Materials & Compaction Testing	Owner
§ 4.1.1.5 Hazardous Materials Testing & Abatement	Owner
§ 4.1.1.6 Special Inspections	Owner
§ 4.1.1.7 Traffic Engineering/Traffic Studies/Traffic Impact Analysis	Owner
§ 4.1.1.8 Environmental Engineering	Owner
(Row deleted)	
§ 4.1.1.9 Wetlands Consulting	Owner
(Row deleted)	
§ 4.1.1.10 Commissioning	Owner
(Rows deleted)	
§ 4.1.1.11 Technology Design	Owner
§ 4.1.1.12 Site Lighting Design	Owner
§ 4.1.1.13 Radio/Alerting System Design	Owner
§ 4.1.1.14 See attached Exhibit A – Architectural & Engineering Services Written Proposal Letter for Other Services Not Included in the Fee	Owner

#### § 4.1.2 Description of Supplemental Services

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

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

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

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

**Owner will provide services listed under Sections 4.1.1.1, 4.1.1.2, 4.1.1.3, 4.1.1.4, 4.1.1.5, 4.1.1.6, 4.1.1.7, 4.1.1.8, 4.1.1.9, 4.1.1.10, 4.1.1.11, 4.1.1.12, 4.1.1.13, 4.1.1.14 through themselves, other consultants or vendors.**

(Paragraph deleted)

#### § 4.2 Architect's Additional Services

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

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

Init.

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- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect;
- .11 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .12 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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 Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager



- .2 Attendance at monthly Owner, Architect, CM Meetings and site visits every two weeks by the Architect for a maximum construction duration of 14 months.
- .3 The project engineers will visit the site at intervals appropriate to the stage of construction for a maximum construction duration of 14 months.
- .4 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .5 Two ( 2 ) inspections for any portion of the Work to determine final completion.

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.5 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.

§ 5.6 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.

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

*(Paragraph deleted)*

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

§ 5.10 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.

§ 5.11 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.

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

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

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness



in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7    COPYRIGHTS AND LICENSES**

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

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.



The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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 The method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

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

### § 8.3 Arbitration

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

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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

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

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

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

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

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

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

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

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

#### **Mutually Agreeable Amount**

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

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

### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees

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to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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 Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

### .1 Stipulated Sum of \$1,040,000

*(Insert amount)*

*(Paragraphs deleted)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

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



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

**Hourly based on rates shown in Exhibit A and B, or a mutually agreed upon lump sum fee.**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent ( **0** %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

(Row deleted)

Design Development Phase	<b>Thirty</b>	percent (	<b>30</b>	%)
Construction Documents Phase	<b>Forty-Seven</b>	percent (	<b>47</b>	%)
Construction Phase	<b>Twenty-Three</b>	percent (	<b>23</b>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

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

**See Exhibit B**

Employee or Category	Rate (\$0.00)
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#### § 11.8 Compensation for Reimbursable Expenses

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

**\*All Drawing printing (process, permitting, construction)**

**\*Project manual printing (specifications)**

(Paragraph deleted)

**\*Postage and handling of permitting and bid documents only**

**\*Newspaper ads for bidding**

(Paragraph deleted)

**\*Mounting, foam core, etc. for owner-requested presentation drawings**

**\*FedEx or rush delivery**

(Paragraphs deleted)



**\*Regulatory application fees, filing fees, review fees, permit fees, etc.**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent ( **0 %** ) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 **Payments to the Architect**

##### § 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of **Zero** ( **\$ 0** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

##### § 11.10.2 **Progress Payments**

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

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

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

**E-VERIFY – The Architect shall comply with the requirements of Article 2, G.S. 64-26 of North Carolina General Statutes.**

#### **ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

*(Paragraphs deleted)*

- .2 Exhibits:

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

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User Notes:

(793991288)

[  
(Paragraphs deleted)  
X]

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.)

(Paragraphs deleted)  
**Exhibit A – Architectural & Engineering Services Proposal Letter dated July 28, 2025**  
**Exhibit B – Schedule of Hourly Rates**  
**Exhibit C – Schedule of Reimbursable In-House Printing Rates**

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

**Keith Carlyon, Managing Principal**

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

July 28, 2025

Medhat Baselious PE, PMP  
Capital Project Manager  
Town of Rolesville  
502 Southtown Circle  
Rolesville, NC 27571

Re: Architectural and Engineering Services Proposal for a new Fire Station Building

Dear Mr. Baselious;

ADW Architects is pleased to provide you this proposal to provide Architectural and Engineering Services for your new Fire Station Project. We will provide Architectural and Engineering Basic Services as per the American Institute of Architects Standard Form of Agreement B133-2019 edition. The Services include (Schematic Design will be credited from the original contract scope), Design Development, Construction Documents, Bidding assistance and Construction Contract Administration Phase Services.

This Fee is based on the design of a one-story, +/- 20,000 square foot 4-Bay Fire Station along with associated on-site site improvements.

Our Basic Services Lump Sum Fee for this project (including Design Development, Construction Documents, Bidding Assistance, Permitting, Construction Contract Administration and Project Closeout Assistance), would be \$1,040,000 for Architectural Services, Site/Civil Engineering, Landscape Architecture, Structural Engineering, Plumbing Engineering, Mechanical Engineering, Electrical Engineering and Fire Protection Engineering. Please note that this fee reflects a credit of \$138,000 from our previous Schematic Design Fee.

The following Engineers will be utilized for this work:

Site/Civil Engineering and Landscaping

CLH design, p.a.  
400 Regency Forest Drive  
Suite 120  
Cary, NC 27518

Structural Engineering

STEWART  
223 S. West Street  
Suite 1100  
Raleigh, NC 27603

Mechanical, Electrical, Fire Protection, Plumbing Engineering

OPTIMA Engineering  
150 Fayetteville Street  
Suite 520



Raleigh, NC 27601

**The following Project expenses would be considered reimbursable. They would be invoiced for only as needed, and they are not included in the Fee above.**

- all drawing printing (process, permitting and construction)
- project manual printing (specifications)
- postage and handling of permitting and bid documents only
- mounting, foam core, etc. for owner requested presentation drawings
- FedEx or rush delivery
- regulatory application fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals or any lodging required for this project.

The following Services need to be provided by the Town or added to the scope of work where noted:

- site surveying (possibility of needing the pad ready condition surveyed)
- geotechnical testing (will need some additional testing at the specific building location)
- independent construction materials & compaction testing
- special inspections required by the Building Code
- code required building commissioning (this could be added to the scope of our engineer for a fee of \$15,000).
- Technology design AV/IT/Security (design team will coordinate with your vendors to provide the conduits, Jbox's and power they need on the drawings). (this could be added to the scope of our engineer for the fee of \$43,800 if the Town would like).
- furniture design/selection (we can assist at a \$125/hr rate if you would like)
- fire hydrant flow testing
- fire pump design (if needed)
- environmental assessments/engineering, impact statements
- flood studies, wetlands studies, wetlands 401/404 permitting, etc.
- pump station design if gravity flow is not possible
- traffic impact analysis, traffic studies, traffic signal design
- work related to any rezoning, conditional or special use permit or other similar requirements
- irrigation design
- deep foundation design (only needed if geotechnical report finds soils unsuitable for standard spread footings)
- Design Services for any off-site improvements that may be required by permitting Agencies, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, etc., as it is unknown at this time if DOT or other permitting Agencies will require any of these improvements.

The Basic Services Fee is based on the following Project Scope;

- 1- This Fee is based on using the CMAR project delivery method.

- 2- This Fee includes implementation of some basic Sustainable Design Principles, but not LEED Certification Design Services.
- 3- This Fee is based on a 14-month construction duration. This Fee includes job site visits every two weeks by ADW Architects. These visits will include written reports with photographs of job progress. The Project Engineers will visit the site at intervals appropriate to the stage of construction. If the construction duration exceeds 14 months, we can provide Construction Contract Administration Site Visits as Additional Services on an hourly basis, per site visit basis, or a mutually agreed upon lump sum fee.
- 4- This Fee includes meetings with the Rolesville Board / Staff to review the progress of the design, as needed. It also includes all AHJ review meetings if needed throughout the Design and Construction Phases of the project.
- 5- The Design for all special systems, such as Telecom/Data, CCTV, Security, Audio Visual, Radio, etc. will be provided by the Town and/or through Vendors hired directly by the Town (the design team will coordinate with these vendors and provide conduit to above ceiling, jbox's and power as needed for these systems). See option to add this scope to our fee if the Town prefers.
- 6- This Fee does not include any separate early permitting & bid packages, such as an early site & foundation package, early steel package, etc. that would be needed for a fast track design Process (this may be requested by the CMAR, we can determine if there would be additional cost at that point).
- 7- This Fee does not include any Design Services for any off-site improvements that may be needed, such as road widening, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, traffic signals, etc.

Mr. Baselious, we appreciate the opportunity to provide this proposal. If you have any questions, or if we have misinterpreted any information related to your needed Scope of Services, please do not hesitate to contact us.

If this proposal is acceptable, we can provide a draft of an AIA B133-2019 contract for your review.

We look forward to continuing this exciting Project!

Sincerely,  
**ADW Architects**



Keith Carlyon, AIA, NCARB, LEED AP  
Managing Principal  
Director of Public Safety Design

Director of Local Government Design  
2815 Coliseum Centre Dr.  
Suite 500  
Charlotte, NC 28217



## EXHIBIT B

### ADW Hourly Rates

Sr. Principal	\$195/hr
Principal	\$185/hr
Project Manager	\$165/hr
Project Architect	\$150/hr
Designer/Assistant to Project Architect	\$115/hr
Interior Designer	\$125/hr
Construction Contract Administrator	\$160/hr
Administrative	\$75/hr
Managing Principal	\$275/hr

2025 Rates

Hourly rates may be adjusted annually.

## Exhibit C

### Schedule of Reimbursable Printing Expenses

#### Black & White Print Size

#### Cost per Sheet

8 1/2 x 11	\$0.16
12 x 18	\$0.60
15 x 21	\$0.55
18 x 24	\$0.75
24 x 36	\$1.50
30 x 42	\$2.20
36 x 48	\$2.75
Reproducible	\$4.50

#### Color Print Size

#### Cost per Sheet

8 1/2 x 11	\$0.50
12 x 18	\$0.75
15 x 21	\$30.00
18 x 24	\$37.00
24 x 36	\$60.00
30 x 42	\$105.00
36 x 48	\$120.00

#### Specification Manuals

#### Per No. of Pages

1 - 200 pages	\$40.00
201 - 300 pages	\$50.00
301 - 400 pages	\$55.00
401 - 500 pages	\$65.00
501 - 600 pages	\$70.00

January 2025  
Hourly rates may be adjusted annually



April 22<sup>nd</sup>, 2025

Medhat Baselious  
Capital Project Manager  
Town of Rolesville  
502 Southtown Circle  
Rolesville, NC 27571

Re: **Rolesville Town Center**  
Preconstruction Services Proposal

Dear Mr. Baselious,

Samet is pleased to provide our Preconstruction Phase Services proposal and example AIA Agreements for the Construction Manager at Risk services on the new Rolesville Town Center projects. Please find enclosed a summary of the preconstruction phase scope of work and anticipated deliverables for the design, prequalification, and bidding phase of the Town Center project, and the schematic phases for the Police and Fire Station projects.

We would welcome the opportunity to discuss this proposal further. Please do not hesitate to contact me at (919) 524-9829 if you have any questions.

We look forward to working with the Town of Rolesville, ADW Architects, and other project team members and stakeholders to bring this project to a successful completion.

Sincerely,  
Samet Corporation

Adam Fouse  
Director of Commercial & Industrial  
[afouse@sametcorp.com](mailto:afouse@sametcorp.com)  
C: 919-524-9829

RALEIGH  
5430 WADE PARK BLVD  
SUITE 110  
RALEIGH, NC 27607  
919.703.0263

CHARLESTON

CHARLOTTE

GREENSBORO / HQ

SAVANNAH

WILMINGTON

[SametCorp.com](http://SametCorp.com)



## **PRECONSTRUCTION SERVICES SCOPE OF WORK**

Outlined below is Samet Corporation's Preconstruction Services Scope of Work (SOW) for the Rolesville Town Center (full preconstruction), Rolesville Police Station (SD Estimate only), and Rolesville Fire Station (SD Estimate only) to be located at and around 408 East Young Street, Rolesville, NC 27571. Specific services are enumerated below within their own respective category. Upon request of the Owner, additional services not depicted herein can be provided by or through the Construction Manager at an additional cost. Samet provides staff rates attached to this preconstruction agreement for use for any additional services not covered by this scope of work.

### **I. PRECONSTRUCTION SCOPE OF WORK / DELIVERABLES**

1. **Preconstruction Progress Meetings:** As a basis of our scope of services, we have assumed participating in project team meetings over the course of the preconstruction phase to involve participation of multiple Samet Team members. The preconstruction phase duration is assumed to commence upon execution of the preconstruction agreement and end by November 2025 following submission of the construction GMP (per ADW design schedule dated 2/3/2025). Samet assumes that our team's engagement in design stage meetings will be limited to a reasonable number and hours during the timeframe. Our team assumes an average of two (2) hours of meetings per week that require our attendance. Additional meeting attendance may require additional preconstruction funds to be provided at Samet staff rates.
2. **Schedule Development:**
  - a. **Preconstruction Management Schedule** – Attached to this preconstruction SOW, Samet provides duration-based process outlines for the major preconstruction deliverables required by the Town of Rolesville RFQ. Key activities and durations are mapped out for the three (3) major estimates (SD, DD, CD), GMP and procurement processes. Upon timeline and milestone date confirmation and input from the Owner and Architect, the Construction Manager will prepare a Preconstruction Management Schedule by applying actual dates to the durations indicated in the process outlines. The preconstruction schedule will be updated as necessary.
  - b. **Project Construction Schedule** – Prior to distribution of the 100% Construction Documents for Trade Subcontractor bidding, the Construction Manager will prepare a Project Construction Schedule for use in bidding and managing the Construction Phase of the Project. This schedule will utilize "Critical Path Method" (CPM) scheduling techniques and will be updated on a regular basis. Preliminary Construction Schedules can be developed and provided at earlier stages of the design process to support project planning processes. A Preliminary Construction Schedule will be provided with the Design Development Estimate package.
3. **Cost Estimates:**
  - a. **Schematic Design (SD) Cost Estimate Phase** – Subsequent to receipt of the SD Documents prepared by the Architect, the Construction Manager will prepare a preliminary cost estimate inclusive of all construction costs related to the project for review and approval by the Project Team. The cost estimate format will be prepared using our computerized estimating software and will be organized into CSI Divisions of Work and/or separate trade package estimates (tentative list) inclusive of the CM Fee, Bonds & Insurance and Project Contingencies. The SD Estimate package will consist of a summary, detail, assumptions and clarifications, and initial value management ideas.

- b. **Design Development (DD) Cost Estimate Phase** – Subsequent to receipt of the DD Documents prepared by the Architect, the Construction Manager will prepare an updated detailed DD Estimate for review and approval by the Owner. The DD Estimate package will have all the same parts as the SD Estimate package, plus a variance report comparing SD Estimate to DD Estimate, plus a preliminary schedule and logistics plan for team review and alignment on the operational plan.
- c. **Construction Documents (CD) Cost Estimate Phase** – Subsequent to receipt of the CD Documents prepared by the Architect, the Construction Manager will prepare an updated detailed CD Estimate for review and approval by the Owner. The CD Estimate package will have all the same parts as the DD Estimate package.

4. **Value Analysis:**

Subsequent to receipt of the working design documents prepared by the Architect, the Construction Manager in concert with preparation of our detailed cost estimates will prepare a thorough value engineering analysis of the current documents. A detailed list / analysis of potential value engineering items will be prepared during this process for review and approval by the Project Team. The Value Analysis process will be tracked using a Cost Management Log to account for accepted, pending, and declined items presented for consideration by the Owner and Architect. Value analysis and management processes require full team engagement for success. It is also an expectation that the full team understands the client's budgets (~\$8M for site infrastructure portion only. Police and Fire Stations are additional budgets, \$10,325,248 and \$15,009,070, respectively.) and the designs should endeavor to fit comfortably within the established budgets. Samet will put forth value management options to keep the project within budget. Timely decisions are required from the design team and owner groups to maintain schedule and budget. The preconstruction SOW does not contemplate excessive timelines for value engineering and associated re-design, re-estimating, etc. Two (2) weeks are allotted at the end of each estimate deliverable process for value decisions. If additional time and services are required, Samet staff rates are provided as attached to this SOW.

5. **Constructability / Coordination Reviews:**

Subsequent to receipt of the working design documents prepared by the Architect, the Construction Manager through the "eyes of a builder" will evaluate specific design details, layouts, design requirements, etc. in order to ascertain if any specific design feature could be completed differently, thus yielding the same effect for the Owner, however simplifying construction in the field. Once identified, these items will be reviewed and discussed during our preconstruction progress meetings. The Construction Manager will also complete a thorough coordination review of the construction documents in order to confirm specific plan details, references, notes, schedules, specifications, etc. are coordinated with one another. The intent of this review is to reduce Requests for Information (RFI) during and after the bid process and Change Orders following commencement of the Construction Phase.

6. **Complete HUB Program & New (HB 1043) Project Specific Trade Partner (Subcontractor / Supplier) Prequalification Process:**

The Construction Manager will develop a project specific HUB / MWBE Participation Plan for execution and implementation as part of the pre-construction phase activities noted herein, which should address all requirements in the RFP. In addition, the New (HB 1043) Project Specific Trade Partner (Subcontractor / Supplier) Pre-qualification Process will be initiated and established during this phase as defined below.

- a. **HUB / MWBE Participation Plan** – A project specific HUB / MWBE Participation Plan tailored to promote minority participation for this project will be developed by the Construction

Manager. Our project specific plan will outline, define, or include the following:

- i. MWBE participation goals as measured by percentage of cost of construction as well as defining active participation during the bid process will be established well above the Town's minimum goal requirements for this project.
  - ii. Specific bid packages will be structured to facilitate maximum participation.
  - iii. An outreach program with set protocols will be established.
  - iv. Establish financial assistance or payment protocol to help facilitate participation.
  - v. An outreach event will be held to promote the project including review of the design, project scope of work, bid packages, schedule, bid requirements, etc. on or before beginning the prequalification and subsequent GMP bid process.
- b. **Project-Specific Trade Partner (Subcontractor / Supplier) Prequalification Process** – As required by NC State Legislation, the Construction Manager in conjunction with Town of Rolesville representatives will establish “objective” prequalification criteria / forms / scoring matrix to be used by the CM for submission to respective trade subcontractors / suppliers for review and preparation of their prequalification response. Solicitation, processing, and evaluation of subcontractor / supplier prequalification information as received from respective trade contractors / suppliers will be undertaken by the Construction Manager during the Preconstruction Phase of this project, starting as soon as the DD stage and continuing through the GMP bidding stage to encourage maximum participation and drive best value.

7. **Trade Package Development / Front-end Document Preparation:**

Prior to completion of the Trade Subcontractor / Supplier Qualification process, the following documents will be developed by the Construction Manager to facilitate the bidding and construction process for Trade Packages.

- a. Bidding / General Requirements – In conjunction with the Architect, the Construction Manager will prepare project specific bidding and general requirements for use during the trade package bidding stage(s) of the project as well as for use during construction.
- b. Subcontract / Supplier Bid Package Scopes of Work – Subsequent to completion of the Construction Documents, the Construction Manager will develop written trade package scopes of work for use to solicit trade package bids as well as for use to contract the various aspects of this project's scope of work.

8. **GMP Bidding / GMP Assembly + Submission / Trade Procurement**

Subsequent to receipt of the 100% CD Documents / Issue for Construction (IFC) Documents prepared by the Architect, the Construction Manager utilize the IFC documents along with the Samet-developed front-end documents and Trade SOWs to solicit bid proposals from the approved, prequalified bidders/suppliers list. Bids will be opened by Samet, leveled for complete scope requirements, post bid interviews will be conducted to confirm scope completeness. Samet will use the confirmed, complete bid package values to assemble and submit the GMP for the project. The GMP package will include all required documentation outlined in the Town of Rolesville agreement. GMP reviews will be held with Town of Rolesville and the design team leading to approval and NTP to begin Trade Contract procurement efforts. The GMP process is outlined in the exhibits for clarity on key activities and durations.



Rolesville Town Center Budgets. Based on ADW Cost Estimate V5 dated 10.31.2024		
Rolesville, NC	Preconstruction Duration:	43 weeks (Mar. 2025-Nov. 2025)
Project No. 25-008	Site Construction Budget:	~\$8,000,000
	Fire Station Construction Budget:	\$15,009,070
	Police Station Construction Budget:	\$ 10,325,248

DESCRIPTION OF WORK – TOWN OF ROLESVILLE SITE	TOTALS
<b>SITWORK ESTIMATES THROUGH BID PERIOD:</b>	
<b>Preconstruction Scope of Work / Deliverables</b>	
1 Preconstruction / Design Progress Meeting	\$8,801
2/3b/4/5 Schematic Design Cost Estimate / Value Analysis / Constructability Review (4 weeks for estimate, 2 weeks review, 6 weeks total)	\$16,720
2/3c/4/5 Design Development Cost Estimate / Value Analysis / Constructability Review (5 weeks for estimate, 2 weeks review, 7 weeks total)	\$17,600
2/3d/4/5 100% CD Estimate / GMP Final Package / Construction Document Coordination Review (4 weeks for estimate, 2 weeks review, 6 weeks total)	\$22,000
6 HUB Program & Project Specific Trade Partner Prequalification Process	\$11,880
7/8 Front End Document Development / Trade Package Scope Development / Bid Preparation	\$10,120
<b>Subtotal for all Preconstruction Services Cost for Sitework RFQ:</b>	<b>\$87,121</b>
<b>DESCRIPTION OF WORK – TOWN OF ROLESVILLE</b>	
<b>POLICE &amp; FIRE STATIONS SCHEMATIC ESTIMATES ONLY:</b>	
3b/4/5 Schematic Design Cost Estimate / Value Analysis / Constructability Review (Date TBD 2025, 4 weeks for estimate, 2 weeks review, 6 weeks total) – <b>Fire Station</b>	\$22,514
3b/4/5 Schematic Design Cost Estimate / Value Analysis / Constructability Review (Date TBD 2025, 4 weeks for estimate, 2 weeks review, 6 weeks total) – <b>Police Station</b>	\$15,488
<b>Subtotal Preconstruction Services Cost for SD Estimates for Fire &amp; Police Stations:</b>	<b>\$38,002</b>
<b>Total Preconstruction Services Cost (Full Precon for Site + SD Estimate for Police &amp; Fire Stations:</b>	<b>\$125,123</b>
<b>Discount for Bundling SD Estimates for Fire and Police Stations w/ Site Preconstruction Services:</b>	<b>-\$8,002</b>
<b>Total Preconstruction Services Cost:</b>	<b>\$117,121</b>

**Clarifications & Durations:**

1. Preconstruction process outlines with durations for key activities for the following stages for the **Town of Rolesville Site RFQ Construction only:**
  - a. SD Estimate (4 weeks prepare, 2 weeks review, 6 weeks total)
  - b. DD Estimate (5 weeks prepare, 2 weeks review, 7 weeks total)
  - c. CD Estimate (4 weeks prepare, 2 weeks review, 6 weeks total)
  - d. Outreach/Engagement, Prequalification, Bidding, & Trade Procurement (Several months starting at DD)
  - e. GMP Bid Process, GMP Assembly, GMP Submission & Reviews (7 weeks prepare, 2 weeks review, 9 weeks total)
2. Preconstruction process outlines with durations for key activities for the following stages for the **Fire & Police Stations:**
  - a. Fire Station SD Estimates (4 weeks prepare, 2 weeks review, 6 weeks total)
  - b. Police Station SD Estimates (4 weeks prepare, 2 weeks review, 6 weeks total)
3. **Excluded Services:**
  - **Rolesville Police Station:** All services after delivery of the SD Estimate.
  - **Rolesville Fire Station:** All services after delivery of the SD Estimate.
  - **Rolesville Library:** Separate project, no preconstruction services are covered in this proposal. We would be glad to provide a preconstruction proposal for the Library at the appropriate time.
  - **Rolesville Community Center:** Separate project, no preconstruction services are covered in this proposal. We would be glad to provide a preconstruction proposal for the Community Ctr at the appropriate time.
  - **All other facilities not described in the included services above.**
4. Samet proposes to incorporate the AIA A133 Standard Form of Agreement between Owner and CM. Exhibits attached:
  - A133-2019 - Samet Standard (NC Public Project)
  - A133ExhibitA-2019 - GMP Amendment - Samet Standard
  - A133ExhibitB-2019 - Insurance - Samet BR

# DRAFT AIA® Document A133™ – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

« »« »  
« »  
« »  
« »

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

« Samet Corporation »« »  
« »  
« »  
« »

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

« »  
« »  
« Samet Job # »

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

« »« »  
« »  
« »  
« »

The Owner and Construction Manager 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.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

## ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

« »

§ 1.1.2 The Project's physical characteristics:

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

« »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

« »

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

- .1 Design phase milestone dates, if any:

« to be determined during the preconstruction phase »

- .2 Construction commencement date:

« to be determined during the preconstruction phase »

- .3 Substantial Completion date or dates:

« to be determined during the preconstruction phase »

- .4 Other milestone dates:

« to be determined during the preconstruction phase »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

« »

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

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

« »

« »

« »

« »

« »

« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

« »

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

.1 Geotechnical Engineer:

« »« »  
« »  
« »  
« »  
« »

.2 Civil Engineer:

« »« »  
« »  
« »  
« »  
« »

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

« »

§ 1.1.11 The Architect's representative:

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

« »  
« »  
« »  
« »  
« »  
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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

« »  
« »  
« »  
« »  
« »  
« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

« See Exhibit D, Pre-Construction Services Scope of Work / Deliverables »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

*(List any Owner-specific requirements for subcontractor procurement.)*

« In accordance with N.C.G.S. § 143-128.1, the Construction Manager shall publicly advertise as prescribed in N.C.G.S. §143-129, and shall prequalify and accept bids from first-tier subcontractors for all construction work. All bids shall be opened publicly, and once they are opened, shall be public records under N.C.G.S. 132. The Construction Manager shall award the subcontract to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, the cost of construction oversight, time for completion, compliance with N.C.G.S. § 143-128.2, and other factors deemed appropriate by the Owner and advertised as part of the bid solicitation. »



§ 1.1.15 Other Initial Information on which this Agreement is based:

<< >>

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.1.1 The Construction Manager shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Work consists of  
and other site or building amenities or structures to be further defined  
within the final Contract Documents.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case,

both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.2.1 To the extent that the Owner requires any additional services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner will, with due diligence, refer such questions, matters, and inquiries to the design professionals, and the Construction Manager shall have no liability to the Owner or the Architect or its consultants for such services requested by the Owner and rendered hereunder.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project. The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.



#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

« See Exhibit D, Pre-Construction Services Scope of Work / Deliverables »

#### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise ~~allocated to another line item or~~ included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment, with the terms and conditions in the form attached hereto as Exhibit A, amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the

Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

#### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to

all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing 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.

**§ 4.1.4.3** The Owner, when such services are requested, 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.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** 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.

## **§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.



## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

« It is agreed that Preconstruction Services costs, in the lump sum of \$151,089, incurred by the Construction Manager prior to and after execution of this Agreement will be included as part of the Guaranteed Maximum Price to be defined within Exhibit A – Guaranteed Maximum Price Amendment. This will allow for the accounting of the Project to be completed under one accounting budget. Until the initial Exhibit A – Guaranteed Maximum Price Amendment is executed, the Construction Manager's Preconstruction Services costs will be invoiced on a monthly basis based on a schedule of values and a percentage of work completed through the applicable pay period. Should the Owner and Construction Manager not execute an Exhibit A - Guaranteed Maximum Price Amendment, Construction Manager will invoice its Preconstruction Services costs plus four and one-half of one percent (4.5%) to the Owner under the payment terms defined in Section 5.2 herein.

Reference Exhibit D attached hereto for Construction Manager's Preconstruction Services Scope of Work / Deliverables dated May 20, 2021, consisting of four (4) pages for other specifics and/or assumptions and clarifications related to the preconstruction services aspects of the Project.

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§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« See Exhibit C – Personnel Rate Summary »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager'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 Construction Manager.

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

« One percent (1%) per month pursuant to N.C.G.S. § 143-134.1. »

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

« percent (    %) of the Cost of the Work »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« percent (    %) of the Cost of the Work for Owner requested changes in the Work.»

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« Maximum fifteen percent (15%) of the Cost of the Work on work which the Subcontractor self-performs, and maximum seven and one-half of one percent (7.5%) on work performed by lower tier subcontractors. »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « one hundred » percent ( « 100 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

« To be determined in Exhibit A. »

§ 6.1.7 Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« § 6.1.1.1 Cost Savings. Should the actual Cost of the Work, including the Construction Manager's Fee, total less than the Guaranteed Maximum Price, the Cost Savings will be apportioned as follows: Seventy-five percent (75%) to the Owner and Twenty-five percent (25%) to the Construction Manager. Any such Cost Savings will be distributed at the time Final Payment is made.

## § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

## § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment

provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, at the rates set forth in Exhibit C.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, ~~with the Owner's prior approval~~ or at the Construction Manager's principal office for time spent directly for the benefit of the Project, at the rates set forth in Exhibit C.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, at the rates set forth in Exhibit C. and limited to the personnel and activities listed below:  
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, at the rates set forth in Exhibit C.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged as set forth in Exhibit C throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.



## § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval. Except with the Owner's prior written approval, which shall not be unreasonably withheld, Construction Manager shall not make advance payments or deposits to Subcontractors or suppliers for materials or equipment which have not been delivered and stored at the Project site, except for the following, for which Construction Manager may make advance payment/deposit: (1) casework/cabinets, (2) countertops, (3) elevators, (4) special light fixtures, (5) special plumbing fixtures, (6) switchgear, (7) special flooring materials, (8) appliances, and (9) others as agreed to by Owner and Construction Manager. All materials or equipment stored offsite, for which Construction Manager seeks payment, shall be insured and, upon Owner's request, the Construction Manager shall provide certification of insurance, photos of the materials or equipment, and/or copies of bills of lading or invoices for such materials. Except for those items specifically set forth in this Section, payment of any advance/deposit shall be the Construction Manager's responsibility, unless agreed otherwise in writing by the Owner.

## § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Comprehensive insurance program inclusive of Commercial General Liability, Excess Liability, Employer's Liability, Professional Liability, Pollution Liability and Automobile Liability Insurance shall be charged to the project at a rate of \$8.10/\$1,000 (0.81%) of the Guaranteed Maximum Price.

The Construction Manager shall provide a one hundred percent (100%) Performance and Payment Bond to the Owner at a rate of seventy-five hundredths of one percent (0.75%) of the Guaranteed Maximum Price.

Builder's Risk Insurance will be provided by the Construction Manager at the rate of \$1.80/\$1,000 (0.18%) of the Guaranteed Maximum Price.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, ~~with the Owner's prior approval.~~ As an alternative to subcontractor bonding, the Owner consents, by execution of this Agreement, that all subcontracts and purchase orders will be enrolled in the Construction Manager's corporate subcontractor default insurance (bonding) program at a rate of \$1.50/\$100 (1.5%) of the value of each subcontract or purchase order.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site or Construction Manager's Home Office, and including without limitation file storage and usage costs, project close out and post construction services made necessary to administer the Construction Manager's close out program to the Owner, which shall be charged to the Project at the rate of \$2.50/\$1,000 (0.25%) of the Guaranteed Maximum Price, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

## § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction

Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase, except as set forth in Section 5.1.1.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.



§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « 25th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-five » ( « 45 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 Upon Owner's request, with each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee a detailed Sage accounting report in a format approved by the Owner and Construction Manager that represents the costs and progress of the entire Work. The Construction Manager shall provide further detail and supporting documentation upon request by the Owner or Architect; however, the request for such further information should not cause delay in the approval of the Construction Manager's Application for Payment without reasonable and just cause.~~

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Five percent (5%) of any periodic payment, pursuant to N.C.G.S. §143-134.1 »

§ 11.1.8.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« § 11.1.8.2.1 In accordance with N.C.G.S. §143-134.1, when the Project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Construction Manager if the Construction Manager continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by the architect, engineer, or Owner has been corrected by the Construction Manager and accepted by the architect, engineer or Owner. If the Owner determines the Construction Manager's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application as authorized by N.C.G.S. §143-134.1 up to the maximum of five percent (5%). Further, the Owner shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Project.

Pursuant to N.C.G.S. § 143-134.1(b2), full payment, less authorized deductions, shall also be made for those trade subcontractors that have reached one hundred percent (100%) completion of their contract by or before the Project is fifty percent (50%) complete if the trade subcontractor has performed satisfactorily, provided payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the architect or engineer that the work performed by the subcontractor is acceptable and in accordance with the Contract Documents. At such time, the Owner shall reduce the retainage for such trades to five-tenths percent (0.5%) of the contract.

Retainage to subcontractors shall be in accordance with this Agreement and N.C.G.S. §143-134.1.»

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval or as set forth in Section 7.5.5 above, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.



## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« One percent (1%) per month pursuant to N.C.G.S. § 143-134.1 -> »

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the

Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

<< >>  
<< >>  
<< >>  
<< >>

## **§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ [ ☐ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ [ ☒ ] Litigation in a court of competent jurisdiction in [REDACTED] County, North Carolina

☐ [ ☐ ] Other: *(Specify)*

<< >>

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

« As a termination fee, Contractor shall be paid its Fee on Work properly completed through the date of termination. »



### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « two million dollars » (\$ « 2,000,000 » ) 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 » ) each accident, « one million dollars » (\$ « 1,000,000 » ) each employee, and « one million dollars » (\$ « 1,000,000 » ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, through a combined Professional Liability and Pollution Liability insurance policy, with policy limits of not less than « ten million dollars » (\$ « 10,000,000 » ) per claim and « ten million dollars » (\$ « 10,000,000 » ) in the aggregate.

#### § 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
----------	--------

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### **§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« § 14.4.1 Except as otherwise provided in Article 1.6 of AIA Document A201-2017, the Owner and Contractor agree where this Agreement or the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing, and given in electronic format, to the designated representative of the party to whom the notice is addressed, and shall be deemed to have been duly served by electronic transmission to the party's representative at the email address below. If the sending party receives notice of any type of electronic delivery failure, the sending party shall thereafter immediately serve the notice in person, by mail, or by an overnight or same-day courier service to the party's designated representative. A party shall notify the other party in writing in advance of, or not later than five (5) days after, any change to the email address of the party's representative.

Owner's Representative for Notices	Email
(NAME)	(EMAIL)

Construction Manager's Representative for Notices	Email
(NAME)	(EMAIL)

«§ 14.4.2 Notices of Claims as provided in Article 15 of AIA Document A201-2017 shall be provided in writing and served per Article 1.6.2 of AIA Document A201-2017. Notices of Claims may not be served by electronic transmission. »

#### **§ 14.5 Other provisions:**

« § 14.5.1 Electronic Transactions. The Construction Manager may use DocuSign for the transmission and electronic execution of certain Contract Documents, including this Agreement and subsequent Change Orders, or may transmit and exchange Contract Documents by email as set forth in Article 14.4 herein. By execution of this Agreement, the parties agree that any electronic record or electronic signature, including a scanned and emailed copy of an original signature, shall be attributable to the person whose signature appears on the electronic record/electronic signature, shall have full legal effect and enforceability to bind the party causing the electronic signature to be made, and shall satisfy

any provision of this Agreement or of any law that requires a record be in writing, except as to Notices of Claims which may not be served by electronic transmission as set forth in Article 14.4.2 herein.

**§ 14.5.2 Property Ownership.** Upon execution of this Agreement, the Owner represents it is the legally identified Owner of the real property on which the Project is being constructed. In addition to Owner's obligations under Section 2.2 of AIA Document A201-2017, prior to commencement of the Work and thereafter at the written request of the Construction Manager, the Owner shall provide evidence of Owner's legal interest in the real property to be improved by this Agreement and the availability of funds to pay for the Work pursuant to the terms of this Agreement. Evidence of such legal interest and financing shall be a condition precedent to the Construction Manager's commencing or continuing the Work.

**§ 14.5.3 Construction Manager's Submittals.** Notwithstanding any other provisions of the Contract Documents to the contrary, Shop Drawings, Product Data, Samples and other submittals shall, upon approval by the Architect, become Contract Documents and Construction Manager's Work shall be in accordance with said approved submittals. Approval by the Architect or Owner of Construction Manager's Shop Drawings or other submittals shall relieve Construction Manager from deviations in the same from the requirements of the other Contract Documents. Architect's review and approval of Construction Manager's submittals shall be undertaken expeditiously and so as not to delay or disrupt Construction Manager's Work.

**§ 14.5.4 Owner's Responsibility for Landscape Maintenance.** On or before Substantial Completion of the Work, the Owner shall provide evidence to Construction Manager that it has procured a third-party landscape maintenance agreement. Failure to procure and maintain the same shall waive Owner's right to assert any claim against Construction Manager relating to the Project landscaping. »

## ARTICLE 15 SCOPE OF THE AGREEMENT

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

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed: AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

« BIM Requirements and Protocols, if any, will be developed and agreed to by the Project Team during the Preconstruction Phase of the Project »

- .6 Other Exhibits:  
(Check all boxes that apply.)

[ « » ] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

« Sustainability requirements, if any, will be developed and agreed to by the Project Team during the Preconstruction Phase of the Project. »

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages



.7 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« Exhibit C – Construction Manager’s Personnel Rate Summary  
Exhibit D – Pre-Construction Services Scope of Work / Deliverables dated »

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

**SAMET CORPORATION**

\_\_\_\_\_  
**OWNER** (Signature)

« »« »

(Printed name and title)

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

« »« »

(Printed name and title)

N.C. General Contractor’s License #3538

# DRAFT AIA® Document A133™ – 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year « », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year « » (the “Agreement”)  
(In words, indicate day, month, and year.)

for the following **PROJECT**:  
(Name and address or location)

« »  
« Samet Job # »

**THE OWNER:**  
(Name, legal status, and address)

« »« »  
« »

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

« Samet Corporation »« »  
« »

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed (the “GMP”). The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

**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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.1.1 The Owner and Construction Manager agree that the Contract Sum does not include any increases or escalation in pricing due to tariffs or anti-dumping and countervailing duties (collectively herein “Tariff”) not legally enacted as of (GMP Date) (“GMP Date”). In the event of the enactment of an applicable Tariff after the GMP Date, the Contract Sum shall be increased by the amount by which said Tariff exceeds those in effect as of the GMP Date. The Construction Manager shall not be entitled to additional fee or general conditions on any Change Order to the extent based on a Tariff enacted or increased after the GMP Date.

§ A.1.1.1.2 Notwithstanding any other provisions of the Contract Documents, the Owner and Construction Manager agree that neither the Contract Time nor the Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 pandemic or any similar or other epidemics or pandemics. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Construction Manager or its subcontractors or suppliers. Subject to either Party’s rights pursuant to Article 14 of the AIA Document A201-2017, as modified for this Project, and notwithstanding any other provisions of any Contract Document, to the extent the consequences of said events delay or disrupt the Work in one or more of the ways set forth above, or result in material price escalations, and such increases are not recovered from any government entity or government funding, the Construction Manager shall receive an equitable adjustment to the Contract Time and Contract Sum to address such impacts, delays or disruptions.

§ A.1.1.1.3 Notwithstanding any other provisions of the Contract Documents, the Contract Sum is based on the current market prices and availability of the building materials and components required for the Work (for example only, and without limitation, roofing, concrete, plywood, lumber, structural steel, drywall, plumbing and electrical products containing copper, appliances, etc.) (collectively, “Building Materials”). The Owner and Construction Manager recognize that the market for these Building Materials can be volatile, and sudden increases in the price of the Building Materials and Building Materials shortages can occur based on national and international events that affect the market for such Building Materials. Accordingly, if following the date of this GMP Amendment an increase in the cost of Building Materials occurs, through no fault of the Construction Manager, then the Construction Manager shall be entitled to a change order increasing the Contract Sum in the amount of the actual additional cost incurred by Construction Manager to obtain the Building Materials. Conversely, if following the date of this Agreement, a market shift results in a substantial decrease in the cost of Building Materials, the Owner shall be entitled to a deductive Change Order decreasing the Contract Sum in the amount of the actual decrease in the cost of Building Materials.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

« See Attachment A-1, Itemized Statement of the Guaranteed Maximum Price »

**§ A.1.1.3** The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

**Item**

See Attachment A-2, Alternates for Alternates included in the GMP

**Price**

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

**Item**

See Attachment A-2 for Alternates that may be accepted by Owner following execution of this Exhibit A, which shall

**Price**

**Conditions for Acceptance**



include the conditions for acceptance by Owner without an impact to the Schedule or GMP

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See Attachment A-3, Unit Prices		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

<< >>

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than << >> ( << >> ) calendar days from the date of commencement of the Work.

☐ By the following date: << >>

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth ~~in Section 6.1.6 of the Agreement below.~~

**§ A.2.3.3.1 Liquidated Damages.** Owner and Construction Manager agree that the actual damages that would be incurred by Owner as a result of delay of Substantial Completion of the entire Work by the scheduled date of Substantial Completion, subject to adjustments as provided for in the Contract Documents, would be both significant and difficult to ascertain. Thus, in the event that the Construction Manager fails to achieve Substantial Completion on or before the scheduled date of Substantial Completion, subject to adjustment as provided for in the Contract Document, the Construction Manager agrees to pay Owner liquidated damages of                      Dollars (\$           ) per day for each calendar day past the scheduled Substantial Completion date, subject to adjustment as provided for in the Contract Documents, beginning on the            day after the scheduled date for Substantial Completion, until the actual date of Substantial Completion as defined by the Contract Documents. Liquidated damages shall be capped at                      Dollars (\$           ). In the event of Owner's use or occupancy of the Work prior to Substantial Completion, liquidated damages shall be reduced proportionately based on the percentage of the Work being used or occupied by Owner.

Owner and Construction Manager acknowledge and further agree that these liquidated damages are a reasonable estimate of the Owner's actual damages resulting from delayed Substantial Completion of the entire Work and are not intended to operate as a penalty against the Construction manager. Liquidated damages shall be the Owner's sole and exclusive monetary remedy for Construction Manager's delay. The Owner may recover such liquidated damages from the Construction Manager in any manner permitted by the Contract Documents or applicable law, including deducting the same from any unpaid amount then or thereafter due Construction Manager.

**§ A.2.3.3.2 Early Completion Bonus.** Owner shall pay Contractor an early completion bonus of [REDACTED] Dollars (\$ [REDACTED]) per day for each day Contractor achieves Substantial Completion of the entire Work more than [REDACTED] ( ) days prior to the scheduled date for Substantial Completion, subject to adjustments as provided for in the Contract Documents.

## ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

**§ A.3.1.2** The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See Attachment A-4, List of Contract Documents. »

Section	Title	Date	Pages

**§ A.3.1.3** The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« See Attachment A-4, List of Contract Documents. »

Number	Title	Date

**§ A.3.1.4** The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are to be defined in Exhibit C to the Agreement during the Preconstruction Phase of the Project.)

Title	Date	Pages

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
See Attachment A-5, Allowances	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

« See Attachment A-6, Assumptions & Clarifications »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« See Attachment A-7, Contingency »

#### ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

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

« »

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

SAMET CORPORATION

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

N.C. General Contractor's License #3538  
S.C. General Contractor's License #G16448



# DRAFT AIA® Document A133™ – 2019

## Exhibit B

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year « »  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

« »  
« Samet Job # »

**THE OWNER:**  
(Name, legal status, and address)

« »  
« »

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

« Samet Corporation »  
« »

#### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### 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.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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### § B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### § B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### § B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- [ ☐ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

<< >>

- [ ☐ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

<< >>

- [ ☐ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

<< >>

- [ ☐ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

<< >>

- [ ☐ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

<< >>

- [ ☐ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

<< >>

- [ ☐ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

<< >>

### § B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.



(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ☒ ] § B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[ ☒ ] § B.2.5.2 **Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

## ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

### § B.3.1 General

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

See Certificate of Insurance attached hereto as Exhibit B.1.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § B.3.2 Construction Manager's Required Insurance Coverage

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« N/A »

### § B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 » ) each occurrence, « Four Million Dollars » (\$ « 4,000,000 » ) general aggregate, and « Four Million Dollars » (\$ « 4,000,000 » ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .10 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.2.3 To the extent the Work involves exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, the Construction Manager shall require that the appropriate subcontractor(s) insurance provides sufficient coverage for, with no exclusions or restrictions of coverage, for claims related to EIFS, synthetic or similar exterior coatings or surfaces if such subcontractor's Work involves such coatings or surfaces.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 » ) 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.

§ B.3.2.4 The Construction Manager 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 insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « One Million Dollars » (\$ « 1,000,000 » ) each accident, « One Million Dollars » (\$ « 1,000,000 » ) each employee, and « One Million Dollars » (\$ « 1,000,000 » ) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services per Section B.3.2.10.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance per Section B.3.2.10.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « Ten Million Dollars » (\$ « 10,000,000 » ) per claim and « Ten Million Dollars » (\$ « 10,000,000 » ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « N/A » ) per claim and « » (\$ « N/A » ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 » ) per claim and « Four Million Dollars » (\$ « 4,000,000 » ) in the aggregate.

### § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ « X » ] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[ « N/A » ] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « » )



per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ « N/A » ] § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ « N/A » ] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

[ « N/A » ] § B.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ « N/A » ] § B.3.3.2.6 **Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage**

**Limits**

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

**Type**

**Penal Sum (\$0.00)**

Payment Bond

N/A

Performance Bond

N/A

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« In the event the Owner elects to provide the Builder’s Risk insurance pursuant to Article B.2.3, all applicable warranties, conditions, definitions, exclusions and endorsements must be disclosed to Contractor prior to commencement of the Work in order to prevent certain exclusions under the Builder’s Risk Policy. »

# Memo

**To:** Mayor Currin and Town Board of Commissioners  
**From:** Michael Elabarger, Interim Planning Director & Meredith Gruber, Senior Planner  
**Date:** August 26, 2025  
**Re:** TA-25-04 Land Development Ordinance (LDO) Text Amendment to Section 5.1.4.V.4.e. Vehicle, Minor Service Use Standard Regarding Service Bays

The Legislative Hearing for TA-25-04 LDO Text Amendment to Vehicle, Minor Service was opened on July 1, 2025 and then continued to September 2, 2025. On August 22, 2025, the applicant requested this application be postponed indefinitely. Postponement is included as one of the possible motions in this report.

## **Background**

Land Development Ordinance (LDO) Text Amendment Application TA-25-04 was submitted by Patrick Byker of Morningstar Law Group. The application proposes changing Section 5.1.4.V.4.e. Vehicle, Minor Service Use Standards item “e” to allow three service bays facing the public right-of-way and unlimited service bays facing elsewhere. The applicant notes the nearby jurisdictions of Raleigh, Wake Forest, and Knightdale do not place number limitations on vehicle service bays.

## **Proposed Text Amendment**

The proposed new text is shown in blue and underlined and deletions are shown in ~~red strikethrough~~.

### **5.1.4. Commercial Principal Uses**

#### **V. Vehicle Minor Service**

e. No more than three (3) service bays facing the public right-of-way shall be permitted. ~~and unlimited service bays facing the side or rear yard are permitted.~~

## **Staff Analysis and Recommendation**

Major objectives from the 2017 Comprehensive Plan include:

- Walkability;
- Greater variety of services, shopping experiences, and restaurants in Rolesville;
- More parks and active recreation;
- Retention of “small-town” feel reflecting a population that comes together to socialize.

Major recommendations from the 2017 Comprehensive Plan include:

- Create a close-knit system of secondary streets.

- Create a diversity of new houses but ensure high quality and limited locations for multifamily units.
- Create more capacity in the local parks and active recreation programs.
- Celebrate Downtown.

The amendment is not more restrictive than the current language, seeing as by each one, 3 service bays could be developed facing a public right-of-way. The Amendment adds clarity and specificity to the existing standard by referencing “facing the public right-of-way”, but then also opens up the intensity and (in the 2025 market economy) the viability of new or existing businesses to flourish. Considering public right-of-way facing service bays is how Vehicle repair uses were historically developed, maintaining – but limiting to 3 – that type of streetscape could be construed as a means to maintaining Rolesville’s “small-town” feel, which is the general sentiment about the core commercial areas of the Town.

Staff recommends the Town Board of Commissioners postpone TA-25-04 Vehicle, Minor Service indefinitely. Recently, the Town Board has expressed a focus on the broader scope of the core downtown area from both a Use and a Form of development perspective, and not on zoning use-specific standards.

### **Planning Board Meeting**

The Planning Board met on May 27, 2025 to review and provide a recommendation on the Text Amendment application, TA-25-04, Vehicle, Minor Service Use Standard Regarding Service Bays. The Board recommended approval of TA-25-04 with a suggestion for the Town Board of Commissioners to consider no service bays facing the public right-of-way in the Main Street Corridor. Discussion during the motion included one board member voicing concern about having unlimited service bays. A substitute motion was made to limit the number of service bays to ten (10) and was approved 4 – 1. The original motion with the amendment was approved 5 – 0.

### **Consistency and Reasonableness**

As noted in the Staff Analysis and Recommendation section of this report, Text Amendment TA-25-04, Vehicle, Minor Service Use Standard Regarding Service Bays, clarifies that the maximum number of service bays facing a public right-of-way is three (3) - the current language is silent to the orientation (ie public right-of-way facing) of service bays, and simply allows a maximum of three (3). This may help retain the “small-town” feel noted in Rolesville’s Comprehensive Plan. TA-25-04 is consistent with Rolesville’s Comprehensive Plan and is therefore reasonable.

### **Proposed Motions**

- Motion to postpone indefinitely TA-25-04, Vehicle, Minor Service Use Standard Regarding Service Bays
- Motion to (*approve or deny*) TA-25-04, Vehicle, Minor Service Use Standard Regarding Service Bays

*If TA-25-02 is approved:*



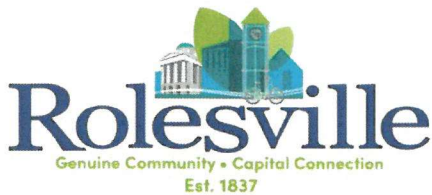
- Motion to adopt a Statement of Consistency and Reasonableness because TA-25-04 is consistent with Rolesville's Comprehensive Plan and is therefore reasonable

*Or*

- Motion to continue TA-25-04, Vehicle, Minor Service Use Standard Regarding Service Bays, to a future Town Board meeting (provide date certain)

**Attachments**

1. Text Amendment Application TA-25-04 from Patrick Byker, Morningstar Law Group
2. Ordinance ORD-2025-21
3. Alternate Ordinance Incorporating Planning Board Recommendation



Case No. \_\_\_\_\_

Date \_\_\_\_\_

## Text Amendment Application

### Contact Information

Name Patrick BykerAddress 700 W. Main StreetCity/State/Zip Durham, NC 27701Phone 919-590-0384Email pbyker@morningstarlawgroup.com

### Amendment Information

*This petition is to amend the Unified Development Ordinance Section(s)* 5.1.4.V.4*to allow* Three (3) service bays facing the public right-of-way and unlimited service bays facing the yard, side and/or yard, rear, as UDO Section 11.7.

as a

☒ permitted use☐ conditional use☐ special usein the General Commercialzoning district.

### Applicant Signature

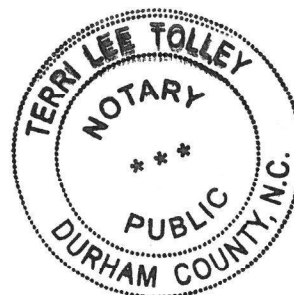
*I hereby certify that the information contained herein is true and completed. I understand that if any item is found to be otherwise after evidentiary hearing before the Town Board of Commissioners, that the action of the Board may be invalidated.*

Signature Patrick Byker Date 2/28/25

STATE OF NORTH CAROLINA

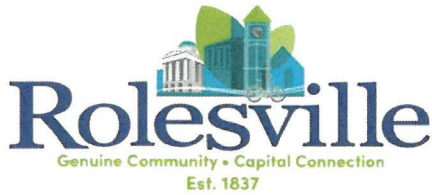
COUNTY OF Durham

*I, a Notary Public, do hereby certify that* Patrick Byker  
*personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This*  
*the* 28th *day of* February *20* 25.

*My commission expires* 8/25/2028.Signature Terri Lee Tolley Seal

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**Town of Rolesville Planning****PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.554.6517**



Case No. \_\_\_\_\_

Date \_\_\_\_\_

## Text Amendment Application

### Description of Proposed Use

Vehicle, Minor Service is defined in the UDO at Section 5.1.4V 1-4. Subsection 4(e) specifically limits the use to, "No more than three (3) service bays shall be permitted. This Text Amendment would amend this subsection to state, "Three (3) service bays shall be permitted to face the public right-of-way. Service bays facing the yard, side and/or the yard, rear as defined in UDO Section 11.7, shall not be limited in number."

### Justification

UDO Section 5.1.4.V.4(e) states, "No more than three (3) service bays shall be permitted." This subsection places an economic strain on the Vehicle, Minor Service use that allows establishments to provide minor vehicle services and repair including but not limited to brake adjustments, oil changes realignments, detailing, mufflers, hoses, belts, and the like. The nearby jurisdictions of Raleigh, Wake Forest, and Knightdale do not place number limitations on service bays on Vehicle Repair and Vehicle Maintenance use categories.



or ~~signage~~ may not be displayed in any required manner.

## V. Vehicle, Minor Service

1. Characteristics. Establishments which provide minor vehicle services and repair including but not limited to brake adjustments, oil changes, realignments, detailing, mufflers, hoses, belts, and the like.
2. Accessory Uses. Accessory uses may include limited sale of parts or vehicle accessories, towing, associated office, parking, repackaging of goods for on-site sale or use.
3. Examples. Minor vehicle service establishments in which no vehicle dismantling occurs.
4. Use Standards.
  - a. No stockpiling of parts or salvaging of vehicle parts.
  - b. No storage of wrecked or unregistered vehicles may be permitted on site.
  - c. No outdoor speaker system.
  - d. All work performed shall be within an enclosed building, however bay doors may be open during hours of operation.
  - e. No more than three (3) service bays shall be permitted.
  - f. A landscape buffer in conformance with Section 6.2 shall be required along any property line abutting a residentially zoned property.
  - g. In addition to service vehicles necessary for the operation of business, only vehicles awaiting repair may be stored on site. No inoperable vehicles may be left on site for more than fifteen (15) days. In special circumstances where this provision would pose undue hardship, the Zoning Administrator may grant an extension for vehicle storage of up to fifteen (15) days.

# **Knightdale UDO**

## **M. Vehicle Services –Maintenance / Repair / Body Work.**

1. Vehicle services - maintenance, repair, and/or body work uses shall be located in the Mixed-Use Building Type as detailed in Section 6.8.
2. All vehicles, materials, or equipment shall be stored within an enclosed building, or within an outdoor storage area enclosed by an opaque fence or wall that meets the requirements of Section 7.6 and shall be restricted to the rear yard.
3. Any operation which results in the creation of noxious vibrations, odors, dust, glare, or sound is prohibited.
4. No vehicle may be kept or used for parts for other vehicles.
5. No vehicle may be stored in an unrepaired state for more than thirty (30) calendar days.

## **11. Vehicle Services, Minor Maintenance/Repair.**

- a. Vehicle service bays associated with Vehicle Services, Minor Maintenance/Repair shall be located a minimum of 100 feet from any residential uses or the GR, NCR, MUR, or TSR Districts and any parallel Conditional District to those districts.
- b. In the NB District, vehicle service bays shall be set perpendicular to the street or otherwise screened with a Type C buffer from the street right-of-way.
- c. In the NB District, use operation shall be limited to between the hours of 8 a.m. and 9 p.m.

## **D. Vehicle Repair (Major)**

Raleigh UDO

### **1. Defined**

A facility where general vehicle repair and service is conducted, including transmission, brake, muffler and tire shops, along with body and paint shops. Major vehicle repair does not include any use meeting the definition for minor vehicle repair or commercial vehicle repair.

### **2. Use Standards**

- a. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with *Article 7.5. Outdoor Display and Storage*. Operable vehicles may be parked on-site during business hours.
- b. There shall be no dismantling of vehicles for salvage.
- c. The storage of impounded vehicles is not permitted.
- d. No outside speaker system is permitted.



**PROPOSAL TO AMEND  
THE LAND DEVELOPMENT ORDINANCE,  
TOWN OF ROLESVILLE, NORTH CAROLINA  
Case Number TA-25-04 Vehicle, Minor Service Use Standard Regarding Service  
Bays  
Ordinance # ORD-2025-21**

WHEREAS, the Town of Rolesville seeks to amend the Land Development Ordinance Section 5.1.4.V.4.e. Vehicle, Minor Service Use Standard regarding service bays to allow unlimited service bays if they are not facing the public right-of-way.

WHEREAS, North Carolina General Statute Section NC Chapter § 160D-702. (Effective January 1, 2025) Grant of power; (a) A local government may adopt zoning regulations. Except as provided in subsections (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size of yards, courts, and other open spaces; the density of population; the location and use of buildings, structures, and land.

WHEREAS, the Town of Rolesville Board of Commissioners firmly believes that it is in the public interest to amend the Town's Land Development Ordinance as described below.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF  
COMMISSIONERS OF THE TOWN OF ROLESVILLE, NORTH CAROLINA:**

**SECTION 1. That Section 5.1.4.V.4.e. Vehicle, Minor Service Use Standard be amended to read as follows:**

- ✓ Addition (additions are underlined)
- Deletion (deletions are ~~struck through~~)
- Alteration (additions are underlined and deletions are ~~struck through~~)

**5.1.4. Commercial Principal Uses**

**V. Vehicle Minor Service**

- e. No more than three (3) service bays facing the public right-of-way shall be permitted. and unlimited service bays facing the side or rear yard are permitted.

**SECTION 2.** That all laws and clauses of law in conflict herewith are hereby repealed to the extent of said conflict.

**SECTION 3.** That if this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable.

**SECTION 4.** That this ordinance has been adopted following a duly advertised legislative hearing of the Town Council and following review and recommendation by the Planning Board.

**SECTION 5.** That this ordinance shall be enforced as provided in the Town of Rolesville's Land Development Ordinance.

**SECTION 6.** Effective Date. This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this 2nd day of September 2025 by the Town of Rolesville Board of Commissioners.

---

Ronnie I. Currin  
Town of Rolesville Mayor

## **CERTIFICATION**

I, \_\_\_\_\_, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this \_\_\_\_ day of \_\_\_\_\_, 2025.

In witness whereof, I have hereunto set my hand and caused the seal of the Town of Rolesville to be affixed this \_\_\_\_ day of \_\_\_\_\_, 2025.

(seal)

---

Christina Ynclan  
Town Clerk

**PROPOSAL TO AMEND  
THE LAND DEVELOPMENT ORDINANCE,  
TOWN OF ROLESVILLE, NORTH CAROLINA  
Case Number TA-25-04 Vehicle, Minor Service Use Standard Regarding Service  
Bays  
Ordinance # ORD-2025-21**

WHEREAS, the Town of Rolesville seeks to amend the Land Development Ordinance Section 5.1.4.V.4.e. Vehicle, Minor Service Use Standard regarding service bays to allow up to ten (10) service bays if they are not facing the public right-of-way.

WHEREAS, North Carolina General Statute Section NC Chapter § 160D-702. (Effective January 1, 2025) Grant of power; (a) A local government may adopt zoning regulations. Except as provided in subsections (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size of yards, courts, and other open spaces; the density of population; the location and use of buildings, structures, and land.

WHEREAS, the Town of Rolesville Board of Commissioners firmly believes that it is in the public interest to amend the Town's Land Development Ordinance as described below.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF  
COMMISSIONERS OF THE TOWN OF ROLESVILLE, NORTH CAROLINA:**

**SECTION 1. That Section 5.1.4.V.4.e. Vehicle, Minor Service Use Standard be amended to read as follows:**

- ✓ Addition (additions are underlined)
- Deletion (deletions are ~~struck through~~)
- Alteration (additions are underlined and deletions are ~~struck through~~)

**5.1.4. Commercial Principal Uses**

**V. Vehicle Minor Service**

- e. No more than three (3) service bays facing the public right-of-way shall be permitted. ~~and no more than ten (10) bays facing the side or rear yard shall be permitted.~~



**SECTION 2.** That all laws and clauses of law in conflict herewith are hereby repealed to the extent of said conflict.

**SECTION 3.** That if this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable.

**SECTION 4.** That this ordinance has been adopted following a duly advertised legislative hearing of the Town Council and following review and recommendation by the Planning Board.

**SECTION 5.** That this ordinance shall be enforced as provided in the Town of Rolesville's Land Development Ordinance.

**SECTION 6.** Effective Date. This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this 2nd day of September 2025 by the Town of Rolesville Board of Commissioners.

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Ronnie I. Currin  
Town of Rolesville Mayor

**CERTIFICATION**

I, \_\_\_\_\_, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this \_\_\_\_ day of \_\_\_\_\_, 2025.

In witness whereof, I have hereunto set my hand and caused the seal of the Town of Rolesville to be affixed this \_\_\_\_ day of \_\_\_\_\_, 2025.

(seal)

\_\_\_\_\_  
Christina Yncian  
Town Clerk

# Memo

**To:** Mayor Currin & Town Board of Commissioners  
**From:** Michael Elabarger, Interim Planning Director & Meredith Gruber, Senior Planner  
**Date:** August 26, 2025  
**Re:** TA-25-06 - Land Development Ordinance (LDO) Text Amendments to Table 5.1., Section 5.1.4., Table 3.4.2., and Table 3.4.3. to Add 'Self-Storage, Enclosed' Use and Modify Options for Development Agreements

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## **Background**

Land Development Ordinance (LDO) Text Amendment Application TA-25-06 was submitted by Paul C. Schmidt of Experience One Homes. The application proposes two (2) separate Amendments - (Part A) to modify LDO Table 5.1. and Section 5.1.4. to create and add a 'Self-Storage, Enclosed' use as a separate Specific use; (Part B) to modify LDO Table 3.4.2. and Table 3.4.3. to expand the use of a Development Agreement to modify additional development standards.

## **(TA-25-06 Part A) - Proposed Text Amendments for 'Enclosed Self-Storage' Use**

The Zoning specific use of **Industrial, Light** (which in Section 5.1.6.D. mentions 'Self-Service Storage' in both the Characteristics descriptor and under Use Standards) is a Permitted use in the following Zoning Districts:

- General Industrial (GI)
- Business and Technology (BT)

The following sections of the LDO would be affected by TA-25-06:

- Table 5.1. - Permitted Principal Use Table
- 5.1.4. - Commercial Principal Uses
- Table 3.4.2. - Activity Center [AC] District Development Standards
- Table 3.4.3. - Neighborhood Center [NC] District Development Standards

The subject Text Amendments propose the following:

- LDO Table 5.1 / Commercial Uses group - Add 'Self Storage, Enclosed' as a separate Commercial use that is Permitted ("P") in these Zoning Districts: General Commercial (GC), Commercial Highway (CH), Office and Professional (OP), and Neighborhood Center (NC).
- LDO Section 5.1.4. / Commercial Principal Uses – Add a new entry of Use Standards for 'Self Storage, Enclosed' to state the exterior facades of all structures shall receive uniform architectural treatment and resemble an office building

See the attached application for Text Amendment TA-25-06. It includes the proposed text in [blue and underlined](#).

### ***Previous Self Storage Text Amendment***

TA-22-02 was approved by the Board of Commissioners to remove 'Self Storage Facility' from the description/examples of the 'Warehousing' Principal Use, but kept [Self storage facility] listed and mentioned within the 'Industrial, Light' Principal use. LDO Section 5.1.6.D.5.b. states: *"Self-service Storage shall be contained within a fully enclosed building and contained in a single building, accessed internal, except in the General Industrial district not located on North Main Street or South Main Street."*

TA-25-06 (Part A) may allow for a greater variety of services if the 'Self-Storage, Enclosed' use is both viewed as a Commercial, rather than an Industrial, form of use and development, and then ultimately Permitted in additional zoning districts that cater to larger scale/building types of commercial uses.

<b><i>Proposed Text Amendment/Topic</i></b>	<b><i>Staff Analysis and Recommendation</i></b>
<ul style="list-style-type: none"><li>• Add 'Self Storage, Enclosed' as a separate Commercial use in Table 5.1</li><li>• Permit the use in General Commercial, Commercial Highway, Office and Professional, and Neighborhood Center zoning districts</li></ul>	<ul style="list-style-type: none"><li>• Staff recommends also adding <a href="#">General Industrial [GI]</a> and <a href="#">Business and Technology [BT]</a> as by-right zoning districts for 'Self-Storage, Enclosed'.</li></ul>
<ul style="list-style-type: none"><li>• Add Use standard stating the exterior facades of all structures shall receive uniform architectural treatment and resemble an office building to LDO Section 5.1.4. Commercial Principal Uses.</li></ul>	<ul style="list-style-type: none"><li>• Staff recommends re-stating the Use Standard to read: <a href="#">"Building architecture shall comply with LDO Section 6.8.2. Nonresidential Building Standards"</a> -- an "office building" would have to comply with Section 6.8.2.</li></ul>

### **(TA-25-06 Part B) - Proposed Text Amendments for Development Agreements**

The LDO includes the following mentions of **Development Agreement**:

- 2.2.2.A.b. - Board of Commissioners Powers and Duties
- 2.1.2.B.8.c. - Planning Board Powers and Duties
- 3.4.1.B.3. - Town Center [TC] District Timing of Development
- 3.4.2.D.6. - Activity Center [AC] Mixture of Uses and Timing of Development
- Table 3.4.2. - Activity Center [AC] District Development Standards, Maximum Single-Use/Building Size (Excluding Residential Only Structures)
- 3.4.3.D.6. - Neighborhood Center [NC] Mixture of Uses and Timing of Development
- Table 3.4.3. - Neighborhood Center [NC] District Development Standards, Maximum Single-Use/Building Size (Excluding Residential Only Structures)
- Appendix A, Section 2.2. - Development Agreement Legislative Process:
  - The purpose of a Development Agreement, consistent with N.C. Gen. Stat. § 160D, Article 10, is to allow a process for the establishment and review of large-scale, multi-phased development projects with an expected build out date of several years.
  - Development Agreements are intended to provide the Town and property owners/developers of land regulatory certainty and a schedule of development.



- This certainty and schedule allow property owners/developers and the Town to coordinate public facilities to serve the development

The subject Text Amendments propose the following:

- Within the Activity Center [AC] and Neighborhood Center [NC] Districts, add text that allows the Development Standards of minimum Building Setbacks, Lot size, and building Height to be modified (lessened) if part of a Development Agreement approved by the Board of Commissioners.

See the attached application for Text Amendment TA-25-06. It includes the proposed text in [blue and underlined](#).

TA-25-06 (Part B) may support the creation of a diversity of new housing options in Rolesville.

<b><i>Proposed Text Amendment/Topic</i></b>	<b><i>Staff Analysis and Recommendation</i></b>
Add text that minimum Building Setbacks, Lot Size, and Building Height may be modified within the Activity Center [AC] and Neighborhood Center [NC] District Development Standards if part of an approved Development Agreement. ( <i>The lot dimensions that exist in the AC and NC District are for residential lots and are not related to the Self-Storage use.</i> )	<ul style="list-style-type: none"> <li>• As per LDO Appendix A, Section 2.2.A., Development Agreements consistent with N.C. General Statutes Chapter 160D, Article 10, allow a process for the establishment and review of large-scale, multi-phased development projects with an expected build out date of several years.</li> </ul>
	<ul style="list-style-type: none"> <li>• Staff recommends considering the use of a Development Agreement (to be approved by the Town Board of Commissioners) to adjust Any/All standards – rather than the select list Proposed - in the 3 Mixed Use zoning districts (Town Center, TC, in addition to AC and NC).</li> </ul>

### **Planning Board Recommendation**

At the Planning Board meeting on July 28, 2025, the Board asked about prohibiting the ‘Self-Storage, Enclosed’ use along Main Street as well as the dimensional standards of the use. The Planning Board unanimously recommended approval - with the suggestion of additional language to be written that would disallow Self-Storage uses to have frontage on Main Street - with a vote of 6 – 0 (one member was absent).

### ***Staff Analysis and Recommendation***

Major objectives from the 2017 Comprehensive Plan include:

- Walkability;
- Greater variety of services, shopping experiences, and restaurants in Rolesville;
- More parks and active recreation;
- Retention of “small-town” feel reflecting a population that comes together to socialize.

Major recommendations from the 2017 Comprehensive Plan include:

- Create a close-knit system of secondary streets.

- Create a diversity of new houses but ensure high quality and limited locations for multifamily units.
- Create more capacity in the local parks and active recreation programs.
- Celebrate Downtown.

### **Consistency and Reasonableness**

Based on Staff review noted in the *Staff Analysis* sections above, as well as the Planning Board's recommendation, TA-25-06 is consistent with the Comprehensive Plan and is therefore reasonable.

### **Proposed Motions**

- Motion to (*approve or deny*) TA-25-06, Land Development Ordinance (LDO) Text Amendments to Table 5.1. and Section 5.1.4., to Add a 'Self-Storage, Enclosed' Use; and to Table 3.4.2. and Table 3.4.3., to Modify Options for Development Agreements.

*If TA-25-02 is approved:*

- Motion to adopt a Statement of Consistency and Reasonableness as TA-25-06 is consistent with Rolesville's Comprehensive Plan and is therefore reasonable

*Or*

- Motion to continue TA-25-06, Land Development Ordinance (LDO) Text Amendments to Table 5.1. and Section 5.1.4., to Add a 'Self-Storage, Enclosed' Use; and to Table 3.4.2. and Table 3.4.3., to Modify Options for Development Agreements, to a future Town Board of Commissioners meeting (**provide date certain**)

### **Attachments**

1. Text Amendment Application TA-25-06 from Paul C. Schmidt, Experience One Homes
2. Ordinance ORD-2025-22

**PROPOSAL TO AMEND  
THE LAND DEVELOPMENT ORDINANCE,  
TOWN OF ROLESVILLE, NORTH CAROLINA  
Case Number TA-25-06 Add ‘Self-Storage, Enclosed’ Use and Modify Options for  
Development Agreements  
Ordinance # ORD-2025-22**

WHEREAS, the Town of Rolesville seeks to amend the Land Development Ordinance Table 5.1., Section 5.1.4., Table 3.4.2., and Table 3.4.3. to Add ‘Self-Storage, Enclosed’ Use and Modify Options for Development Agreements.

WHEREAS, North Carolina General Statute Section NC Chapter § 160D-702. (Effective January 1, 2025) Grant of power; (a) A local government may adopt zoning regulations. Except as provided in subsections (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size of yards, courts, and other open spaces; the density of population; the location and use of buildings, structures, and land.

WHEREAS, the Town of Rolesville Board of Commissioners firmly believes that it is in the public interest to amend the Town’s Land Development Ordinance as described below.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF  
COMMISSIONERS OF THE TOWN OF ROLESVILLE, NORTH CAROLINA:**

**SECTION 1. That Table 5.1. be amended to read as follows:**

✓ addition (additions are underlined)

Deletion (deletions are ~~struck through~~)

Alteration (additions are underlined and deletions are ~~struck through~~)

	GC	CH	OP	GI	BT	TC	AC	NC	
COMMERCIAL USES									
<u>Self-Storage, Enclosed</u>	<u>P</u>	<u>P</u>	<u>P</u>					<u>P</u>	<u>5.1.4.</u>

**That Section 5.1.4. be amended to read as follows:**

**5.1.4. Self-Storage, Enclosed**

1. **Characteristics. An enclosed storage facility of a commercial nature containing fully enclosed bays that are leased exclusively for storage of household goods or personal property.**
2. **Accessory Uses Not Included.**
3. **Examples. Examples include enclosed self-storage facilities**
4. **Use Standards. The exterior facades of all structures shall receive uniform architectural treatment and resemble an office building.**

That Table 3.4.2. AC District Development Standards be amended to read as follows:

STANDARDS		AC REQUIREMENTS
Building Placement (Min/Max)  <u><b>Minimum Setbacks May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</b></u>	Front *1	15'/75'
	Side *2	5'/50'
	Rear *3	10'/75'
Lot  <u><b>Minimum Lot Length and Width May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</b></u>	Length (Min)	75'
	Width (Min)	50' 20' (Attached)
	Coverage (Max)	N/A



That Table 3.4.3. NC District Development Standards be amended to read as follows:

STANDARDS		NC REQUIREMENTS
Building Height <u>Maximum Height may be increased if Approved as Part of An Approved Development Agreement by the BOC</u>		Max: 35' (By Right)  60' May Be Permitted If Building Is 100 Feet or Greater from Boundary of District and If an Interior Sprinkler or Fire Suppression System Is Provided. If No Sprinkler or Fire Suppression System Is Provided, The Building Shall Not Exceed 35' in Height  Building Heights Above 35' Require Additional Compatibility Standards Per Section 6.2.3.
Density		8 Units/Acre (By Right)
Building Placement (min/max) <u>Minimum Setbacks May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</u>	Front *1	15'/100'
	Side *2	10'/50'
	Rear *3	10'/50'
Lot <u>Minimum Lot Length and Width May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</u>	Length (Min)	100'
	Width (Min)	50' 20' (Attached)
	Coverage (Max)	N/A

**SECTION 2.** That all laws and clauses of law in conflict herewith are hereby repealed to the extent of said conflict.

**SECTION 3.** That if this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable.

**SECTION 4.** That this ordinance has been adopted following a duly advertised legislative hearing of the Town Council and following review and recommendation by the Planning Board.

**SECTION 5.** That this ordinance shall be enforced as provided in the Town of Rolesville's Land Development Ordinance.

**SECTION 6.** Effective Date. This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this 2nd day of September 2025 by the Town of Rolesville Board of Commissioners.

---

Ronnie I. Currin  
Town of Rolesville Mayor

## **CERTIFICATION**

I, \_\_\_\_\_, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this \_\_\_\_ day of \_\_\_\_\_, 2025.

In witness whereof, I have hereunto set my hand and caused the seal of the Town of Rolesville to be affixed this \_\_\_\_ day of \_\_\_\_\_, 2025.

(seal)

---

Christina Ynclan  
Town Clerk

# Land Development Ordinance (LDO) Text Amendment Application

Town of Rolesville Planning Department | PO Box 250 | Rolesville, NC 27571 | 919-554-6517 | [planning@rolesville.nc.gov](mailto:planning@rolesville.nc.gov)

Planning Department Home Page: [Official Town Webpage](#)

**Financially Responsible Party** Paul C Schmidt

(\*that who receives and will pay Invoices for the Actual Cost Consultant Review Fees\*)

Mailing Address PO Box 5509 City/State/Zip Cary, NC 27512

Phone 919-991-1428 Email cschmidt@e1homes.com

## Applicant / Engineer / Architect / Attorney / Agents

Name: David Schmidt Phone: 919-991-1428 Email: dschmidt@e1homes.com

Name: Timothy Grissinger Phone: 919-577-1080 Email: t.grissinger@batemancivilsurvey.com

Name: Shelbey Daniel Phone: 919-577-1080 Email: s.daniel@batemancivilsurvey.com

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## APPLICATION MINIMUM REQUIREMENTS / GUIDANCE::

<input checked="" type="checkbox"/> Completed Application and checklist below.	
<input checked="" type="checkbox"/> Sketch/Pre-Submittal meeting notes (if applicable).	
<input checked="" type="checkbox"/> Document that provides clear Text direction regarding the amendment sought – strike-through and “clean” versions.	
<input type="checkbox"/> Any additional supporting documents (ask Staff).	n/a
<input checked="" type="checkbox"/> Note: INVOICE issued for the application fee payment during the completeness check or following application review.	



## Exhibit A to Text Amendment Application

Applicant proposes to include a “self-storage (enclosed)” to Commercial use category in LDO Table 5.1 and LDO 5.1.4.

- Add the following line to Table 5.1

	RL	RM	RH	MH	GC	CH	OP	GI	BT	TC	AC	NC	
<b>COMMERCIAL USES</b>													
Retail Sales and Services, Shopping Center	-	-	-	-	P	P	-	-	-	S	S	S	5.1.4.R.
<a href="#">Self Storage, enclosed</a>	-	-	-	-	<a href="#">P</a>	<a href="#">P</a>	<a href="#">P</a>	-	-	-	-	<a href="#">P</a>	<a href="#">5.1.4.</a>
Tattoo Establishment	-	-	-	-	P	P	-	P	-	-	-	-	5.1.4.S.
Vape and Tobacco Store	-	-	-	-	P	P	-	P	-	-	-	-	5.1.4.T.
Vehicle, Rental and Sales	-	-	-	-	P	P	-	-	-	-	-	-	5.1.4.U.
Vehicle, Minor Service	-	-	-	-	P	P	-	P	P	-	-	-	5.1.4.V.
Vehicle, Major Service	-	-	-	-	-	S	-	P	S	-	-	-	5.1.4.W.

- Add the following section to LDO 5.1.4

### 5.1.4. Self-Storage, enclosed

1. Characteristics. An enclosed storage facility of a commercial nature containing fully enclosed bays that are leased exclusively for storage of household goods or personal property.
2. Accessory Uses Not Included.
3. Examples. Examples include enclosed self-storage facilities
4. Use Standards. The exterior facades of all structures shall receive uniform architectural treatment and resemble an office building.

The proposed text amendments for Table 3.4.3, NC District Development Standards and Table 3.4.2, AC District Development Standards follow. Proposed text is shown in blue and underlined and deletions are shown in ~~red strikethrough~~.

**Table 3.4.2. AC District Development Standards**

STANDARDS		AC REQUIREMENTS
Building Height		<p>Max: 35' (By Right)</p> <p>60' May Be Permitted If Building Is 100 Feet or Greater from Boundary of District and If an Interior Sprinkler or Fire Suppression System Is Provided. If No Sprinkler or Fire Suppression System Is Provided, The Building Shall Not Exceed 35' in Height</p> <p>Building Heights Above 35' Require Additional Compatibility Standards Per Section 6.2.3.</p>
Density		10 Units/Acre (By Right)
Building Placement (Min/Max)  <a href="#">Minimum Setbacks May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</a>	Front * <sub>1</sub>	15'/75'
	Side * <sub>2</sub>	5'/50'
	Rear * <sub>3</sub>	10'/75'
Lot  <a href="#">Minimum Lot Length and Width May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</a>	Length (Min)	75'
	Width (Min)	50' 20' (Attached)
	Coverage (Max)	N/A

Frontage	% Requirement	35% Outparcel buildings may be used to meet frontage requirements
	Active Use Areas	Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less) Maximum AUA Depth: 10'

	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	Maximum Length: 50% of Building Frontage Maximum Encroachment: 6' Minimum Clearance: 8' Balconies, Awnings, And Porches Are Permitted Encroachments Encroachments Are Only Permitted with Written Authorization from the Town, NCDOT, and/or Any Other Appropriate Legal Entity Which May Have an Easement/Ownership or Similar
	Entrances	Front (Primary Street-Facing); Corner Lots May Orient Entrances to The Corner or Provide an Additional Entrance Oriented to The Secondary Street)
Landscaping and Open Space		Property Perimeter, Parking Perimeter and Vehicle Use Areas and Service Areas; Foundation Plantings Permitted Open Space Types: Green, Commons, Square, Plaza
<b>Building and Site Design</b>		
Architectural Standards		Blank Walls Not Permitted Facing Any Public Street Frontage or Non Mixed-Use Zoning District
Maximum Single-Use/Building Size (Excluding Residential Only Structures)		50,000 Square Feet Maximum Single-Use Size May Increased If Approved as Part of An Approved Development Agreement by the BOC. No Size Limits for Mixed-Use Buildings; Only Commercial on Ground Floor
Maximum Blank Wall		Maximum 50 Square Feet Blank Wall Area Or 15% Of the Total Wall Area A Maximum 25' In Length Without a Compliant Design Feature
Minimum Transparency % (By Story)		40% Transparency on First Story, 35% Transparency for Each Story Above
Drive-Through Locations		Side Or Rear Only; Not Adjacent to The Primary Street

Street Walls Required	Drive-Throughs Parking Areas (Excluding On-Street Parking) Fronting Public Streets May Be Utilized to Meet the Building Frontage Requirements
-----------------------	---



Rooflines	Only Flat and Gable Roofs Are Permitted; Parapets May Extend 36" Above the Roofline; Mansard Roofs Are Prohibited
-----------	---

**Notes:**

\*1 Can be increased by a factor of 1.5 where an active use area is provided.

\*2 44' may be permitted to accommodate those lots without access to an alley or shared driveway to accommodate a driveway where rear serving parking or loading is provided.

\*3 Except where served by rear parking, not to exceed 60'. Also accommodates required buffering.

**Table 3.4.3 NC District Development Standards**

STANDARDS		NC REQUIREMENTS
Building Height <a href="#">Maximum Height may be increased if Approved as Part of An Approved Development Agreement by the BOC</a>		Max: 35' (By Right)  60' May Be Permitted If Building Is 100 Feet or Greater from Boundary of District and If an Interior Sprinkler or Fire Suppression System Is Provided. If No Sprinkler or Fire Suppression System Is Provided, The Building Shall Not Exceed 35' in Height  Building Heights Above 35' Require Additional Compatibility Standards Per Section 6.2.3.
Density		8 Units/Acre (By Right)
Building Placement (min/max)  <a href="#">Minimum Setbacks May Be Reduced if Approved as Part of An Approved Development Agreement by the BOC</a>	Front *1	15'/100'
	Side *2	10'/50'
	Rear *3	10'/50'
Lot  <a href="#">Minimum Lot Length and Width May Be Reduced if</a>	Length (Min)	100'
	Width (Min)	50' 20' (Attached)

<a href="#">Approved as Part of An Approved Development Agreement by the BOC</a>	Coverage (Max)	N/A
Frontage	% Requirement	25% Outparcel buildings may be used to meet frontage requirements
	Active Use Areas	Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less)
		Maximum AUA Depth: 10'
	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	Maximum Length: 50% of Building Frontage Maximum Encroachment: 6' Minimum Clearance: 8' Balconies, Awnings, And Porches Are Permitted Encroachments Encroachments Are Only Permitted with Written Authorization from the Town, NCDOT, and/or Any Other Appropriate Legal Entity Which May Have an Easement/Ownership or Similar
	Entrances	Front (Primary Street-Facing); Corner Lots May Orient Entrances to The Corner or Provide an Additional Entrance Oriented to The Secondary Street)
Landscaping and Open Space		Property Perimeter, Parking Perimeter and Vehicle Use Areas and Service Areas; Foundation Plantings Permitted Open Space Types: Green, Commons, Square, Plaza
<b>Building and Site Design</b>		
Architectural Standards		Blank Walls Not Permitted Facing Any Public Street Frontage or Non Mixed-Use Zoning District
Maximum Single-Use/Building Size (Excluding Residential Only Structures)		25,000 Square Feet Maximum Single-Use Size May Increased If Approved as Part of An Approved Development Agreement by the BOC. No Size Limits for Mixed-Use Buildings; Only Commercial on Ground Floor
Maximum Blank Wall		Maximum 50 Square Feet Blank Wall Area Or 15% Of the Total Wall Area A Maximum 25' In Length Without a Compliant Design Feature

Minimum Transparency % (By Story)	40% Transparency on First Story, 35% Transparency for Each Story Above
Drive-Through Locations	Side Or Rear Only; Not Adjacent to The Primary Street
Street Walls Required	Drive-Throughs
Rooflines	<p>Parking Areas (Excluding On-Street Parking) Fronting Public Streets</p> <p>May Be Utilized to Meet the Building Frontage Requirements</p> <p>Only Flat and Gable Roofs Are Permitted; Parapets May Extend 36" Above the Roofline; Mansard Roofs Are Prohibited</p>

Notes:

\*1 Can be increased by a factor of 1.5 where an active use area is provided.

\*2 44' may be permitted to accommodate those lots without access to an alley or shared driveway to accommodate a driveway where rear serving parking or loading is provided.

\*3 Except where served by rear parking, not to exceed 60'. Also accommodates required buffering.

Rooflines	<p>Parking Areas (Excluding On-Street Parking) Fronting Public Streets</p> <p>May Be Utilized to Meet the Building Frontage Requirements</p> <p>Only Flat and Gable Roofs Are Permitted; Parapets May Extend 36" Above the Roofline; Mansard Roofs Are Prohibited</p>
<p><u>Notes:</u></p> <p>*1 Can be increased by a factor of 1.5 where an active use area is provided.</p> <p>*2 44' may be permitted to accommodate those lots without access to an alley or shared driveway to accommodate a driveway where rear serving parking or loading is provided.</p> <p>*3 Except where served by rear parking, not to exceed 60'. Also accommodates required buffering.</p>	



After Recording Mail to: Town of Rolesville  
P. O. Box 250  
Rolesville, NC 27571

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS  
OF THE TOWN OF ROLESVILLE UNDER THE  
AUTHORITY GRANTED BY PART 1, ARTICLE 4A  
CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA

ORDINANCE ORD-2025-23  
CASE ANX-25-02 - Town Campus - East Young Street, PIN 1768094465

---

WHEREAS, the Mayor and Board of Commissioners for the Town of Rolesville, North Carolina, have adopted a resolution under G.S. 160A-31 stating its intent to annex the area described below; and

WHEREAS, the petition has been certified by the Town Clerk as to its sufficiency of meeting G.S. 160A-31; and

WHEREAS, a public hearing on the question of this annexation was held in the Town Board Room at Rolesville Town Hall located at 502 Southtown Circle, Rolesville, NC 27571 at 6:00 pm or thereafter on September 02, 2025, after due notice; and

WHEREAS, the Mayor and Board of Commissioners find that the proposed annexation meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Commissioners of the Town of Rolesville, North Carolina that:

Section 1. By the authority granted by G.S. 160A-31, the following described contiguous property owned by the Town of Rolesville is hereby annexed and made part of the Town of Rolesville effective as of September 02, 2025

All that certain real property situated in the Town of Rolesville, Wake Forest Township, Wake County, North Carolina, described as follows:

BEGINNING AT A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED ON THE SOUTHERN MOST PROPERTY CORNER OF SUBJECT PROPERTY, SAID NEW IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 789257.56' E(x): 2160389.62'; THENCE N 30°55'22"W A DISTANCE OF 356.39' TO A COMPUTED POINT; THENCE S 89°55'49"E A DISTANCE OF 404.63' TO A COMPUTED POINT; THENCE N 89°20'20"E A DISTANCE OF 259.65' TO A COMPUTED POINT; THENCE S 57°21'14"W A DISTANCE OF 571.39' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 101,101 SQUARE FEET, 2.321 ACRES.

Section 2. That the Mayor and Board of Commissioners direct a duly certified copy of this ordinance and annexation boundary map be submitted for filing to the Office of the Register of Deeds of Wake County and the Office of the Secretary of State of North Carolina.

Adopted this 2nd day of September 2025.

---

Ronnie I. Currin  
Town of Rolesville Mayor

## **CERTIFICATION**

I, Christina Ynclan, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this 2<sup>nd</sup> day of September, 2025.

---

Christina Ynclan  
Town Clerk



Office Use Only

**ANX- 25-03**

Date received:

## Application to Petition for Voluntary Annexation into Rolesville Town Limits

Planning Department • 502 Southtown Circle | Rolesville, NC 27571 | [planning@rolesville.nc.gov](mailto:planning@rolesville.nc.gov) | 919-554-6517

### Section A Submittal

Applications to petition for voluntary annexation are accepted by the Planning Department according to our [submittal process](#). Please submit your complete application by the next deadline date (typically the 1<sup>st</sup> of the month unless it is a weekend day). [Fees](#) are invoiced and review will start after receipt of a complete application.

The items below are **required** to complete your application. **\*Your application will not be processed until all documents are received.**

1. Please complete a **separate application for each Parcel Identification Number/Real Estate Identification Number/Property Owner.**
2. A copy of the last **deed of record stamped with the Register of Deeds Book of Maps and Page number.**
3. A clear and legible **annexation boundary plat or map prepared by a professional land surveyor** showing the boundaries of the area or property requested for annexation into the Town of Rolesville.
4. A **written legal description of the metes and bounds** based on the annexation boundary map or plat.
5. A complete **Property Owner Consent Form.**

### Section B Legal Disclosure

**Voluntary Annexation- A voluntary process initiated by landowners to join the towns limits and acquire city services.**

#### § 160A-31. Annexation by petition.

The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner. The town shall advertise in the local newspaper at least 10 (ten) but no more than (25) twenty-five days prior to the public hearing.

**Vested Rights – Site-specific vesting plans are commonly tied to existing development approvals such as special use permits, and subdivision plats. Vesting rights must include a sufficient level of detail, as outlined in the statutes, and must be identified and approved through a legislative hearing.**

NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. §160D-108 and G.S. §160D-108.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?

☐ Yes ☒ No

If yes, please submit proof that vested rights have been granted by the governing board. I hereby declare that my failure to disclose the existence of a vested right terminates any vested right previously acquired for this property.

**Section C Project and Property Information**

- ❖ If no project name is given, the primary address will be used.
- ❖ Additional parcel information may be attached if multiple properties are owned by one person (attachment A).

Development Project Name: ROLESVILLE TOWN CAMPUS

Street Address(es) of property requesting to be annexed:

1. 0 E YOUNG

2.

3.

4.

5.

PIN 1768094465	REID 0106105	Deed BM# 018568	Deed PG# 00660-00663	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
Total Acreage of Requested Annexation Site		Linear Feet of New Public Streets within Annexation Boundaries: 0		



**Section D Property Owner Information**

**Applicant/Owner or Project Contact Information**

*We, the undersigned owners of the real properties contained in the legal metes and bounds description and plat/map attached, request that the area described be annexed into the Town of Rolesville, North Carolina. By signing below, we acknowledge that all information is correct.*

- \* NOTE: If the property is owned by Individuals, all legal owners must sign the application for each parcel including both spouses. If the property is owned by multiple owners, please attach a separate Applicant/Owner Contact Information sheet (attachment B).**
- \* NOTE: If the property is owned by a Company or Corporation, the Company or Corporation must be legally registered with the State of North Carolina- Office of the Secretary of State.**
- \* Please attach a separate notarization of signature sheet for a Company or Corporation.**

**Applicant/Owner Contact Information**

Property Owner(s) Printed Name(s):

1. TOWN OF ROLESVILLE 2. \_\_\_\_\_

Applicant/Property Owner mailing address:

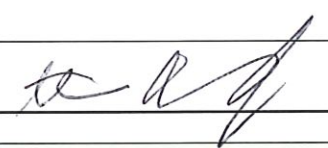
1. 502 SOUTHTOWN CIRCLE 2. \_\_\_\_\_

Phone Number(s) and email address(es):

1. 919-556-3506 2. \_\_\_\_\_

1. \_\_\_\_\_ 2. \_\_\_\_\_

Property Owner Signature(s)

1. \_\_\_\_\_ 2. 

**Project Contact Information (if different than the property owner)**

Name of Corporation:

Name of Registered Agent:

Corporation Address:

Corporation Phone Number and email address:

*I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument.*

*Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

*Notary Public*

*Notary Seal*

*My commission expires: \_\_\_\_\_*

### Section E Annexation Petition

State of North Carolina, County of Wake, Petition of Annexation of Property to the Town of Rolesville, North Carolina

**Part 1** The undersigned, being all the owners of the real property described in this application (Section D) respectfully request the annexation of said property to the Town of Rolesville, North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Subdivision Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:



**Contiguous** to the present corporate limits of the Town of Rolesville, NC, or



**Non Contiguous** to the municipal limits of the Town of Rolesville, NC and is located within three miles of the municipal limits of the Town of Rolesville, NC (pursuant to [Chapter 989 of the Sessions Law of North Carolina, 1967](#)).

Distance in miles to closest parcel located in town limits: Click or tap here to enter text..

### Section F Submittal (Application Packet) Checklist



**Annexation Petition** Each parcel/property requires a separate annexation petition (application packet).



**Property Owner Consent Form** Please complete a separate [form](#) for each Annexation Petition (application). All real property owners must sign and date the application. Please confirm the **Correct Parcel Identification Number(s) (PIN)**. Call Wake County Geographic Information Services at 919-856-6360, if there are any questions about the parcel identifier. **This is very important; Please indicate if the property being requested for annexation is only a portion of an existing parcel.**

**Property Owned by a Corporation must include a Corporate Seal (refer to Section D).**



**DEED-** A copy of the last deed of record stamped with the Register of Deeds Book of Maps and Page number for proof of ownership.



**Annexation Boundary Survey or Plat** showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible. The survey or plat, if not already recorded, must be 18 x 24 and signed by a land surveyor licensed in the State of NC. The survey must be valid for the purposes of recording as set forth in NC General Statute § 47-30.



**Metes and Bounds-** A legal description of the written metes and bounds description based on the annexation boundary plat/map.

**Additional Property (PIN and REID) information (attachment A)**

Street Address(es) of property requesting to be annexed:

1.

2.

3.

4.

5.

PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed
PIN	REID	Deed BM#	Deed PG#	Acreage to be annexed

**Additional Applicant/ Owner Contact Information (Attachment B)**

**\*Please use this attachment only if the Deed has multiple names listed and all parties own one single parcel/property. Please submit a separate application/petition for each parcel/property requesting annexation.**

Property Owner(s) Name(s):

- 1.
- 2.
- 3.
- 4.
- 5.

Applicant/Property Owner mailing address:

- 1.
- 2.
- 3.
- 4.
- 5.

Phone Number(s) and email(s):

- 1.
- 2.
- 3.
- 4.
- 5.



## Property Owner's Consent & Authorization Form

A Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every Application submittal.

**Each owner or spouse must sign a separate copy of this form for a property with more than one owner.** For Applications with more than one Applicant/representative, enter one name on each form and submit separate forms if the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (i.e., Secretary of State business registration) must be attached to this form.

I, 

(property owner's **printed** legal name), swear and affirm that I am the owner of the property at 502 SOUTHTOWN CIRCLE

(Property Address)

1768094465

(PIN)

(Acreage)

as shown in the records of Wake County, North Carolina, which is the subject of this Application Case # ANX-\_\_\_\_\_.

I further affirm that I am fully aware of the Town's Application, fee(s), and procedural requirements, and consent to this Application. I authorize the person(s) listed below to submit this Application and serve as representative/point of contact for this Application.

Property Owner's Signature: 

Date: 

Voluntary Annexation Justification Statement

Please briefly explain why you are requesting the Town Board approve your request to Voluntarily Annex into the Town of Rolesville.

The Town of Rolesville wishes to annex the property to match the Deed

where this property is a portion of "Tract 3"

---

**Instrument prepared by:** Erin Catlett, Fox Rothschild LLP, PO Box 27525, Raleigh, NC 27611  
**Mail after recording:** Robin Peyton, Town Clerk, Town of Rolesville, P.O. Box 250, Rolesville, NC 27571  
**Excise Tax** \$3,130.00  
**Tax Lot No.:** 0012313, 0106105, 0012316, & 0006343.

*Grantor certifies that no portion of the property herein conveyed includes the primary residence of Grantor.*

## GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made this 24th day of June 2021, by and between **DONNIE LEE WOODLIEF and PATSY EDDINS WOODLIEF**, husband and wife, having a mailing address of 6609 Fowler Road, Zebulon, NC 27597 (collectively, the "**Grantor**"); and the **TOWN OF ROLESVILLE**, a North Carolina municipal corporation, having a mailing address of Town of Rolesville, P.O. Box 250, Rolesville, NC 27571 (the "**Grantee**").

### WITNESSETH:

WHEREAS, Grantor is the fee owner of a those certain parcels of land located in the Town of Rolesville, County of Wake, and State of North Carolina commonly known as 406 and 408 East Young Street, Rolesville, North Carolina and having Wake County PINs of 1769-10-2240, 1768-09-8727, 1769-10-1402, and 1768-09-4465 and being more particularly described in **Exhibit A** attached hereto and incorporated herein (the "**Property**").

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee the Property in fee simple absolute.

Together with all right, title, and interest of Grantor in and to any current or former streams, alleys, roads, streets, ways, strips, gores, railroad rights-of-way, and sidewalks abutting or adjoining the Property, and together with all the improvements thereon and all privileges, easements, and appurtenances thereto belonging not elsewhere herein excepted.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple absolute.

Submitted electronically by "Fox Rothschild LLP - Denver"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Wake County Register of Deeds.

And the Grantor covenants with the Grantee, that Grantor is seized of the Property in fee simple absolute, has the right to convey the same in fee simple absolute, that title is marketable and free and clear of all encumbrances except those that may be stated below, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. Taxes for the year 2021, and subsequent years, not yet due and payable.
2. Those matters appearing on **Exhibit B** attached hereto.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter, as required by the context.

***REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURE, ACKNOWLEDGMENT, & EXHIBIT PAGES FOLLOW***



IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed under seal the day and year first above written.

**GRANTOR:**

Donnie Lee Woodlief (SEAL)  
**DONNIE LEE WOODLIEF**

Patsy Eddins Woodlief (SEAL)  
**PATSY EDDINS WOODLIEF**

**STATE OF NORTH CAROLINA**

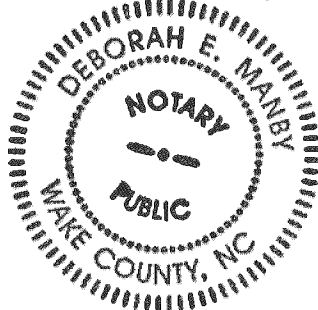
**COUNTY OF WAKE**

I certify that the following person personally appeared before me this day, and acknowledged to me that he signed the foregoing document: Donnie Lee Woodlief and Patsy Eddins Woodlief.

Date: June 21, 2021

Deborah E. Manby

[Notary's signature as name appears on seal]



Deborah E. Manby, Notary Public  
 [Notary's printed name as name appears on seal]

My commission expires: June 26, 2025

[Affix Official Seal in Space Above]

**EXHIBIT A**  
**The "Property"**

BEING situated in the Town of Rolesville, Township of Wake Forest, and County of Wake and further described as follows:

**Tract 1 (406 E. Young St.)**

BEGINNING at a new iron pipe, said new iron pipe being located in the Western Right-of-Way of S.R.#1003 East Young Street and being located at the Southwest corner of the lands of Robin B. Wood, now or formerly as shown in Deed Book 3558, Page 34; Thence leaving said new iron pipe along the Right-of-Way S 31°56'26" E a distance of 128.00' to a new iron pipe; Thence S 54°47'23" W a distance of 170.86' to a new iron pipe having NC Grid NAD 83/2011 Coordinates N(y):790,102.52' E(x):2,161,206.63'; Thence N 32°50'04" W a distance of 125.00' to a bent existing iron pipe; Thence N 53°49'46" E a distance of 173.00' to a new iron pipe; Which is the point of beginning, Containing an area of 21,711 Square Feet, 0.498 Acres.

**Tract 2 (The "Vacant Lot")**

BEGINNING at an existing iron pipe in the Western Right-of-Way of S.R.#1003 East Young Street, said existing iron pipe being located from the intersection of East Young Street and Perry Street S 17°44'29" E a distance of 124.25'; Thence S 31°53'10" E a distance of 200.02' to a new iron pipe; Thence S 57°10'52" W a distance of 174.18' to an existing iron pipe; Thence N 32°38'46" W a distance of 200.81' to an existing iron pipe; Thence N 57°35'22" E a distance of 57.66' to an existing iron pipe; Thence N 57°22'32" E a distance of 119.17' to an existing iron pipe; Which is the point of beginning, Containing an area of 35,159 Square Feet, 0.807 Acres.

**Tract 3 (408 E. Young St.)**

Commencing at a new iron pipe, said new iron pipe being located in the Western Right-of-Way of S.R.#1003 East Young Street and being located at the Southwest corner of the lands of Robin B. Wood, now or formerly as shown in Deed Book 3558, Page 34; Thence along the Right-of-Way S 31°56'26" E a distance of 128.00' to the point and place of BEGINNING at a new iron pipe, said new iron pipe being located in the Western Right-of-Way of S.R.#1003 East Young Street; Thence leaving said new iron pipe along Right-of-Way S 31°04'14" E a distance of 283.20' to a bent existing iron pipe; Thence S 58°05'28" W a distance of 366.00' to a new iron pipe; Thence S 57°21'14" W a distance of 940.68' to a new iron pipe; Thence N 30°55'22" W a distance of 450.34' to a new iron pipe; Thence N 57°22'51" E a distance of 637.84' to a new iron pipe; Thence N 42°17'33" W a distance of 251.00' to an existing iron pipe having NC Grid NAD 83/2011 Coordinates N(y):790,173.39' E(x):2,160,526.53'; Thence N 57°40'25" E a distance of 41.71' to an existing iron pipe; Thence N 57°53'03" E a distance of 119.63' to an existing iron pipe; Thence N 57°28'44" E a distance of 139.98' to an existing iron pipe; Thence N 57°26'23" E a distance of 170.00' to an existing iron pipe; Thence N 57°23'07" E a distance of 62.38' to an existing iron pipe; Thence S 32°38'46" E a distance of 200.81' to an existing iron pipe; Thence S 32°50'04" E a distance of 98.81' to a bent existing iron pipe; Thence S 32°50'04" E a distance of 125.00' to an existing iron pipe; Thence N 54°47'23" E a distance of 170.86' to a new iron pipe; Which is the point of beginning, Containing an area of 684,291 Square Feet, 15.709 Acres.

AND see for more information, that certain map and survey titled "ALTA/NSPS Survey for Donnie Woodlief" dated March 4, 2021 and sealed June 23, 2021 by Michael A. Moss, PLS of Cawthorne, Moss & Panciera, P.C.

### **CMP Professional Land Surveyors**

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Michael A. Moss, PLS L-3794

Telephone (919) 556-3148

Jason L. Panciera, PLS L-3835, CFSNC-140

L. Jordan Parker Jr., PLS L-4685

333 South White Street, Post Office Box 1253

Wake Forest, NC 27588-1253

### **LEGAL DESCRIPTION**

BEGINNING AT A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED ON THE SOUTHERN MOST PROPERTY CORNER OF SUBJECT PROPERTY, SAID NEW IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 789257.56' E(x): 2160389.62'; THENCE N 30°55'22"W A DISTANCE OF 356.39' TO A COMPUTED POINT; THENCE S 89°55'49"E A DISTANCE OF 404.63' TO A COMPUTED POINT; THENCE N 89°20'20"E A DISTANCE OF 259.65' TO A COMPUTED POINT; THENCE S 57°21'14"W A DISTANCE OF 571.39' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 101,101 SQUARE FEET, 2.321 ACRES.

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023.

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL OR EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

ANNEXATION CERTIFICATE -TOWN CLERK:

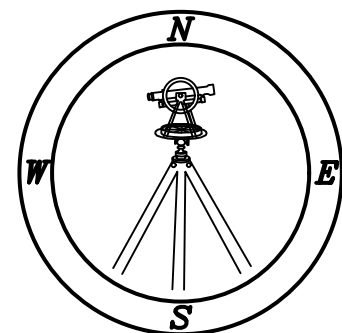
I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN TO ANNEX THE PROPERTY HEREIN DESCRIBED. THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE ADOPTED THE RESOLUTION TO ANNEX ON \_\_\_\_\_ WITH THE EFFECTIVE DATE OF ANNEXATION ON \_\_\_\_\_

TOWN CLERK

ANNEXATION EXEMPT CERTIFICATION:

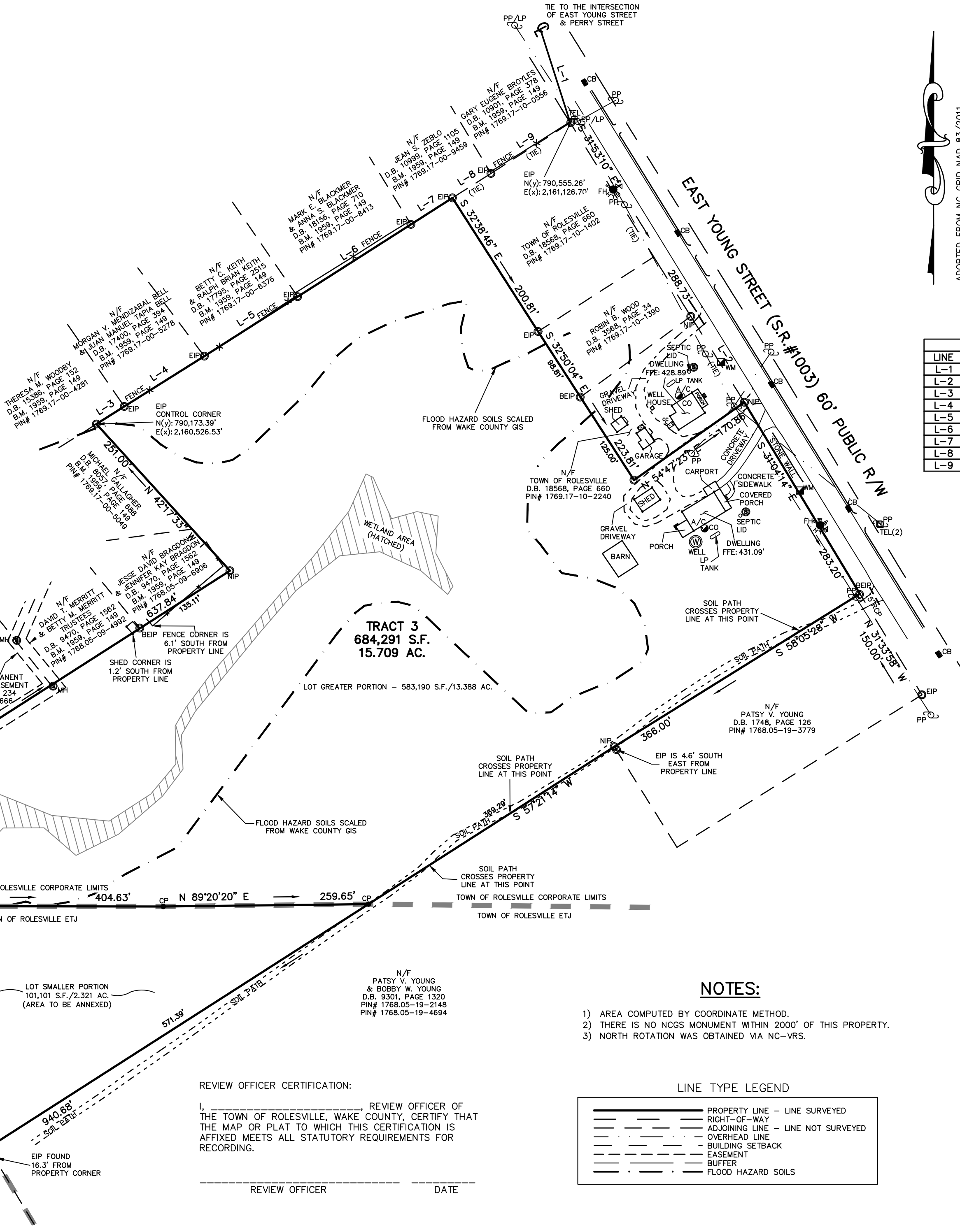
I HEREBY CERTIFY THAT THIS ANNEXATION PLAT IS APPROVED FOR RECORDING, AND IS EXEMPT FROM THE ROLESVILLE UNIFIED DEVELOPMENT ORDINANCE.

SUBDIVISION ADMINISTRATOR DATE



**CMP**

PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 17°44'29" E	124.25'
L-2	S 31°56'26" E	128.00'
L-3	N 57°40'25" E	41.71'
L-4	N 57°53'03" E	119.63'
L-5	N 57°28'44" E	139.98'
L-6	N 57°26'23" E	170.00'
L-7	N 57°23'07" E	62.38'
L-8	N 57°35'22" E	57.66'
L-9	N 57°22'32" E	119.17'

**LEGEND:**  
EIP - EXISTING IRON PIPE  
EIB - EXISTING IRON BAR  
BEIP - BENT IRON PIPE  
BEIB - BENT IRON BAR  
CM - CONCRETE MONUMENT  
EPK - EXISTING PK NAIL  
SPK - SET PK NAIL  
NIP - NEW IRON PIPE SET  
R/W - RIGHT OF WAY  
CATV - CABLE TV BOX  
EB - ELECTRIC BOX  
TEL - TELEPHONE PEDESTAL  
PP - POWER POLE  
OHL - OVERHEAD LINE  
LP - LIGHT POLE  
WM - WATER METER  
WV - WATER VALVE  
CO - SEWER CLEAN-OUT  
CC - CATCH BASIN  
MH - MANHOLE  
FH - FIRE HYDRANT  
R/W - RIGHT-OF-WAY  
CP - COMPUTED POINT

TOTAL AREA TO BE ANNEXED  
101,101 S.F./2.321 AC.

**NOTES:**

- 1) AREA COMPUTED BY COORDINATE METHOD.
- 2) THERE IS NO NCGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
- 3) NORTH ROTATION WAS OBTAINED VIA NC-VRS.

**LINE TYPE LEGEND**

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY
---	ADJOINING LINE - LINE NOT SURVEYED
---	OVERHEAD LINE
---	BUILDING SETBACK
---	EASEMENT
---	BUFFER
---	FLOOD HAZARD SOILS

**REVIEW OFFICER CERTIFICATION:**

I, \_\_\_\_\_, REVIEW OFFICER OF THE TOWN OF ROLESVILLE, WAKE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

ANNEXATION MAP FOR

**TOWN OF ROLESVILLE**

408 & Ø EAST YOUNG STREET  
LOT GREATER PORTION, TRACT 3  
& LOT SMALLER PORTION, TRACT 3  
DONNIE WOODLIEF UNRECORDED SURVEY

OWNERS: TOWN OF ROLESVILLE

REF: D.B. 18568, PAGE 660

REF: B.M. 2008, PAGE 651

TOWN OF ROLESVILLE

WAKE COUNTY, NORTH CAROLINA

100 50 0 100 200

SCALE 1"=100'

NOVEMBER 9, 2023

ZONED R-L

PIN #1768.05-09-8727

PIN #1768.05-09-4465

(X:\PROJECTS\WOODLIEF-ROLESVILLE - JC)





# Memo

**To:** Mayor Currin and Town Board of Commissioners  
**From:** Michael Elabarger, Interim Planning Director and Planning Department Staff  
**Date:** August 27, 2025  
**Re:** ANX-25-02, Town Campus, Legislative Hearing

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## **Background**

The Town of Rolesville Planning Department received a contiguous voluntary annexation petition for 2.321 acres for an unaddressed property on East Young Street with Wake County PIN 1768094465. This Town-initiated request is to incorporate the Town-owned property into Rolesville's town limits.

As provided in G.S. 160A-31, the petition has been certified by the Town Clerk as to its sufficiency in meeting G.S. 160A-31. The Town Board of Commissioners accepted the Town Clerk's Certification and scheduled a legislative hearing on Tuesday, September 2, 2025, at or after 6:30 pm in the Frank Eagles Board Room at Rolesville Town Hall.

## **Recommendation**

Staff recommends approval of ANX-25-02, Town Campus Voluntary Annexation Petition.

## **Proposed Motion**

Motion to (*approve or deny*) the Voluntary Annexation Petition received under G.S. 160A-31 for ANX-25-02, an unaddressed property on East Young Street with Wake County PIN 1768094465 and adopt Ordinance ORD-2025-23.

## **Attachments**

1. Annexation Petition and Attachments
2. Certificate of Sufficiency
3. Ordinance ORD-2025-23