



Town Board Meeting
August 5, 2025 – 6:30 PM
502 Southtown Circle, Rolesville, NC 27571

Agenda

1. Call to Order
2. Invocation led by Pastor Josh Stewart of Neuse Baptist Church
3. Pledge of Allegiance led by Mayor Currin
4. Proclamation: National Senior Citizens Day
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 given to the Town Clerk prior to the start of the meeting.
7. Consider Approval of the Consent Agenda
 - 7.a. Capital Project Ordinance – LAPP Grant Fund – Additional Work
 - 7.b. Capital Project Ordinance – Technical Correction & Farm Activation
 - 7.c. FY25-26 Budget Ordinance Amendment – FY25 Rollovers & Technical Correction
 - 7.d. Contracts with ADW Architects for the Police Station and Main Fire Station projects
 - 7.e. Select Samet as best-qualified Construction Manager at Risk for Town Campus Site Infrastructure project
 - 7.f. Contract with Samet for Preconstruction Services for the Town Campus Site Infrastructure project
 - 7.g. ANX-25-02 – Town Campus / Voluntary Annexation Petition – Direct Clerk to Investigate Sufficiency - Call for Legislative Hearing for Board of Commissioners Meeting on September 2, 2025
8. Town Board Liaison Reports
9. Communication from Town Staff
 - 9.a. Planning Department- Michael Elabarger, Interim Planning Director
 - 9.b. Economic Development – Mical McFarland, Economic Development Director
10. Old Business
None

11. New Business

11.a. Community Group Funding Applicant Selection – Commissioner Paul Vilga, and Mayor Pro Tem April Sneed

11.b. New Business: Legislative Hearing for REZ-24-04 / 6520 Fowler Road and 6521 Mitchell Mill Road - Planning Department - Michael Elabarger, Interim Planning Director

11.c. New Business: Legislative Hearing for ANX-25-01 / 6520 Fowler Road and 6521 Mitchell Mill Road - Planning Department - Michael Elabarger, Interim Planning Director

11.d. New Business: Legislative Hearing for TA-25-05 / Multifamily Building Transparency Requirements - Planning Department – Michael Elabarger, Interim Planning Director

12. Communications

12.a. Town Attorney – Dave Neill

12.b. Town Manager – Eric Marsh

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 prior to the meeting to make arrangements.



Proclamation of the Town of Rolesville

National Senior Citizens Day

WHEREAS, older Americans have contributed immeasurably to the strength, vitality, and character of our Nation through their wisdom, experience, and sacrifices; and

WHEREAS, National Senior Citizens Day was established in 1988 by President Ronald Reagan to honor the achievements and ongoing contributions of our senior citizens and to raise awareness of issues that affect their quality of life; and

WHEREAS, today's seniors are active, engaged, and making significant contributions to their families, communities, and the economy, serving as volunteers, caregivers, mentors, and leaders; and

WHEREAS, as we celebrate the achievements of senior citizens, we also reaffirm our commitment to supporting their dignity, independence, and well-being through quality health care, accessible services, and community involvement; and

WHEREAS, it is fitting to recognize and express our deepest gratitude to the senior citizens who have helped shape our communities and continue to enrich our lives;

NOW THEREFORE, I, Ronnie Currin, Mayor of Rolesville, hereby proclaim August 21, 2025, as:

National Senior Citizens Day

Ronnie I. Currin, Mayor

Christina Ynclan
Town Clerk



Memorandum

To: Mayor and Town Board
Date: July 25, 2025
Re: Budget Changes, Agenda Items #____

FY25-26 Annual Budget Ordinance Amendment

Technical Correction

There was a typographical error in the Pay & Classification Plan adopted by the Town Board during budget adoption. The Senior Planner position was incorrectly displayed at pay grade 11, which is the same pay grade as the Planner II position, and it should have been listed as pay grade 13.

FY24-25 Budget Rollovers

When FY24-25 ended on June 30, several projects were incomplete and had open, unfulfilled purchase orders. Since the budgets for these projects are appropriated for only one year, the unspent funds became part of fund balance. Staff request re-appropriation of the funds so that the projects may continue in the new fiscal year.

Department	Project	Vendor	PO #	Amount	Reason for Delay
Administration	Executive search	Polihire	4706	54,500	Ongoing project
Human Res	Wellness grant	WakeMed		600	Leadership change
Planning	TIA Wait Ave	DRMP	4445	5,125	Ongoing project
Planning	Comprehensive Plan	WithersRavenel	3446	67,860	Ongoing project
Police	LPRs	Flock	4711	9,000	Late year addition
Police	Red dots	Lawmens	4701	10,210	Vendor delay
Police	40mm launcher	Lawmens	4699	2,630	Vendor delay
Police	Golf cart	Debnams Used Cars	4568	10,500	Vendor delay
Police	Car upfit	Car Cosmotology	4570	21,010	Vendor delay
Public Works	Chamber renovations	DR Massenburg	4704	30,000	Late year addition
Public Works	Equip shelter	Builders Discount	4825	12,000	Late year addition
Public Works	Equip shelter	TBD		10,000	Late year addition
		TOTAL		\$233,435	

Capital Project Ordinance Amendment – Capital Projects Fund

Technical Corrections

There was an omission in the adopted Capital Project Ordinance at budget adoption in June. The late addition of the \$52,000 for Sanford Creek ES playground surface was included in budget document but not on the Capital Project Ordinance, so no formal appropriation was made at budget adoption.

In addition, the Police Station revenues were incorrectly identified as fund balance and should have been debt financing as staff anticipate debt approval before June 30, 2026.

The Farm Park Activation

Since budget adoption, the Request for Qualifications for a qualified engineer or architect has been released for the Farm Park Activation project. Staff are requesting an appropriation of \$400,000 from park fees, so that once a vendor is selected, work on the design does not need to be delayed.

Capital Project Ordinance Amendment – LAPP Grants Fund

Water/Sewer Work

This amendment authorizes the budget associated with the unexpected water and wastewater work discovered underground at the Young Street and Main Street intersection. Staff estimate total costs of about \$1.8 million associated with this work. The costs will be paid up front by the Town and full reimbursement is expected from NC DOT and the City of Raleigh. Given the urgency of this work, budget authorization is requested prior to finalization of written reimbursement agreements with those parties.

Wallbrook Portion

The Wallbrook portion of the project is currently projected to be about \$450,000 over budget, even beyond the 10% contingency of \$475,000. This overage is due to:

- 1) Additional \$256,300 for RK&K CEI services
- 2) Additional \$90,300 for Stantec design services
- 3) Project change order of \$584,700 for sewer plan changes

Staff are requesting a \$450,000 appropriation of fund balance in the General Fund.

Recommended Action

Make a motion to approve:

- Ordinance to amend the 2025-2026 fiscal year budget ordinance
- Capital Project Ordinance for Capital Projects Fund
- Capital Project Ordinance for LAPP Grants Fund

**AN ORDINANCE TO AMEND THE
2025-2026 FISCAL YEAR BUDGET ORDINANCE**

BE IT ORDAINED, by the Board of Commissioners of the Town of Rolesville, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

1. *Amend the Pay & Classification Plan to make a technical correction for the Senior Planner position from pay grade 11 to pay grade 13.*
2. *To appropriate funds for General Fund projects that began in FY24-25 but remained incomplete at the end of the fiscal year.*

		<u>Increase</u>
<u>Revenue</u>		
100-000-6900-0000	Fund Balance Appropriation	\$233,435
<u>Expenditure</u>		
100-120-5262-0000	Contracted Services	\$54,500
100-140-5244-0000	Departmental Supplies	600
100-210-5268-0000	Development Review Services	5,125
100-210-5262-0000	Contracted Services	67,860
100-310-5230-0000	Equipment Lease	9,000
100-310-5290-1004	Community.ABC Grants	10,500
100-310-5415-0000	Equipment/Furniture	12,840
100-310-5420-0000	Vehicles	21,010
100-410-5210-0000	Maint&Repair-Bldgs/Grnds	30,000
100-410-5425-0000	Other Improvements	<u>22,000</u>
TOTAL		\$233,435

This will result in a net increase of \$233,435 in both revenues and expenditures of the General Fund.

Adopted this 5th day of August 2025

Ronnie I. Currin
Town of Rolesville Mayor

Attest: _____
Christina Ynclan
Town Clerk

CAPITAL PROJECT ORDINANCE

CAPITAL PROJECTS FUND

BE IT ORDAINED by the Board of Commissioners of the Town of Rolesville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital projects are hereby authorized:

Section 1. Description of Projects:

POLICE STATION *The project authorized is the design and preconstruction of a Police Station at the Town Campus site at 406 E Young Street. Amends previous capital project ordinance of June 17, 2025 by correcting the source of revenue.*

	<u>FY24-25</u>	<u>FY25-26</u>	<u>FY25-26</u>	<u>TOTAL</u>
Revenues				
General Fund transfer	\$150,000	\$970,000	(\$970,000)	\$150,000
Loan Proceeds			970,000	970,000
	<u>\$150,000</u>	<u>\$970,000</u>		<u>\$1,120,000</u>
Appropriations				
Design	\$150,000	\$970,000		\$1,120,000

SANFORD CREEK PLAYGROUND *The project authorized is upgrades to playground equipment and play surface at Sanford Creek Elementary School.*

	<u>FY25-26</u>	<u>TOTAL</u>
Revenues		
Park fees	\$52,000	\$52,000
Appropriations		
Construction	\$52,000	\$52,000

FARM PARK ACTIVATION *The project authorized is the design of amenities and infrastructure for the Farm Park. Amends previous capital project ordinance of June 17, 2025 by adding funds for project design.*

	<u>FY24-25</u>	<u>FY25-26</u>	<u>TOTAL</u>
Revenues			
Park fees	\$60,000	\$400,000	\$460,000
Appropriations			
Design	\$60,000	\$400,000	\$460,000

Section 2. The officers of this unit are hereby directed to proceed with the capital projects within the terms of the budget contained herein.

Section 3. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records. The Finance Officer is directed to include an analysis of past and future costs and revenues on this capital project in the annual budget submission made to the Board.

Section 4. Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

Adopted this 5th day of August 2025

Ronnie I. Currin
Town of Rolesville Mayor

Christina Ynclan
Town Clerk

CAPITAL PROJECT ORDINANCE LAPP GRANTS FUND

BE IT ORDAINED by the Board of Commissioners of the Town of Rolesville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is street and pedestrian improvements along South Main Street between Burlington Mills Road and Young Street, including improvements associated with the Wallbrook development.

Section 2. This capital project ordinance amends the previous capital project ordinance of September 6, 2022 to reflect additional costs of \$1,800,000 related to additional water and sewer work paid for by NC DOT and the City of Raleigh.

Section 3. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 4. The following revenues are anticipated to be available to complete this project:

	<u>FY21-22</u>	<u>FY21-22</u>	<u>FY22-23</u>	<u>FY25-26</u>	<u>Total</u>
727-Capital Rsv for street fees	\$473,000				\$473,000
727-General Fund transfer	788,000	565,000	1,478,919		2,831,919
727-Grants – Federal	4,839,000	565,000	6,636,439		12,040,439
729-Reimbursements	3,250,000	(515,000)	1,596,973		4,331,973
729-General Fund transfer			1,296,868	450,000	1,746,868
730-General Fund transfer		30,000	31,140		61,140
730-Grants – State		118,000			118,000
731-Grants – Federal				1,080,000	1,080,000
731-Grants – Local & Other				720,000	720,000
	<u>\$9,350,000</u>	<u>\$763,000</u>	<u>\$11,040,339</u>	<u>\$2,250,000</u>	<u>\$23,403,339</u>

Section 5. The following amounts are appropriated for the project:

	<u>FY21-22</u>	<u>FY21-22</u>	<u>FY22-23</u>	<u>FY25-26</u>	<u>Total</u>
727-LAPP Project	\$6,100,000	\$1,130,000	\$8,115,359		\$15,345,359
729-Wallbrook Development	3,250,000	(515,000)	2,893,840	450,000	6,078,840
730-DOT Curb Ramps		148,000	31,140		179,140
731-Water/Sewer				1,800,000	1,800,000
	<u>\$9,350,000</u>	<u>\$763,000</u>	<u>\$11,040,339</u>	<u>\$2,250,000</u>	<u>\$23,403,339</u>

Section 6. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records. The Finance Officer is directed to include an analysis of past and future costs and revenues on this capital project in the annual budget submission made to the Board. Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

Adopted this 5th day of August 2025

Ronnie I. Currin
Town of Rolesville Mayor

Christina Ynclan

Town Clerk



Memo

To: Mayor and Commissioners
From: Medhat Baselious
Date: 8/4/2025
Re: Request for Approval of the continuation procedure to contract with SAMET as (CMAR) and Contract ADW (Architect) for the Town Campus Project PD& FS.

Background

*****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 ten responses.
3. A selection committee consisting of the Town Manager, Finance Manager, 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, availability, project experience, and capacity to handle the scope of work.
6. The town now needs to continue the procedure to contract SAMAT as the Town's CMAR for this project.

***** As we move forward with the Town Campus Project, it's essential to obtain Approval to Contract with ADW for Final Design Services**

- 1- ADW has completed the schematic design phase for the PD and FS project. We now recommend moving forward with ADW as the Architect of Record for the final design phase

Recommended Action

The town now needs board approval to continue the procedure to contract SAMAT as the Town's CMAR and contract with ADW for the completion of final design services for the PD and FS facilities.



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.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:48:38 ET on 07/30/2025 under Order No.4104247377 which expires on 08/26/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1647853942)

TABLE OF ARTICLES

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

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.

**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.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:48:38 ET on 07/30/2025 under Order No.4104247377 which expires on 08/26/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

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

Init.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 07:48:38 ET on 07/30/2025 under Order No. 4104247377 which expires on 08/26/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1647853942)

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.

- .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

Init.

- .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

Init.

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.)

- ☒ [X] 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

Init.

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	Thirty	percent (30	%)
Construction Documents Phase	Forty-Seven	percent (47	%)
Construction Phase	Twenty-Three	percent (23	%)
<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)
----------------------	---------------

§ 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)

Init.

*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.)

Init.

[
(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)

Init.

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 & 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.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:22:25 ET on 07/30/2025 under Order No.4104247377 which expires on 08/26/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(793991288)

TABLE OF ARTICLES

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

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.

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.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:22:25 ET on 07/30/2025 under Order No.4104247377 which expires on 08/26/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(793991288)

- .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

Init.

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

Init.

/

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	Thirty	percent (30	%)
Construction Documents Phase	Forty-Seven	percent (47	%)
Construction Phase	Twenty-Three	percent (23	%)
<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)
-----------------------------	----------------------

§ 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.)

Init.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:22:25 ET on 07/30/2025 under Order No.4104247377 which expires on 08/26/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

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

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.

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

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.

->

§ 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.)

↔

§ 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:

←→

§ 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.

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.

§ 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. »



April 22nd, 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
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

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
SITWORK ESTIMATES THROUGH BID PERIOD:	
Preconstruction Scope of Work / Deliverables	
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
Subtotal for all Preconstruction Services Cost for Sitework RFQ:	\$87,121
DESCRIPTION OF WORK – TOWN OF ROLESVILLE	
POLICE & FIRE STATIONS SCHEMATIC ESTIMATES ONLY:	
3b/4/5 Schematic Design Cost Estimate / Value Analysis / Constructability Review (Date TBD 2025, 4 weeks for estimate, 2 weeks review, 6 weeks total) – Fire Station	\$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) – Police Station	\$15,488
Subtotal Preconstruction Services Cost for SD Estimates for Fire & Police Stations:	\$38,002
Total Preconstruction Services Cost (Full Precon for Site + SD Estimate for Police & Fire Stations:	\$125,123
Discount for Bundling SD Estimates for Fire and Police Stations w/ Site Preconstruction Services:	-\$8,002
Total Preconstruction Services Cost:	\$117,121

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

CERTIFICATE OF SUFFICIENCY

ANX-25-01 / 6520 Fowler Rd and 6521 Mitchell Mill Rd

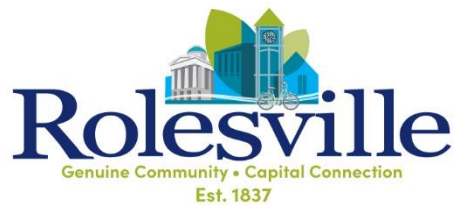
To the Board of Commissioners of the Town of Rolesville, North Carolina:

I, Christina Ynclan, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area(s) proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Rolesville primary corporate limits as required by G.S. 160A-31.
- c. The petition is signed by all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Rolesville, this 5th day of August, 2025

Christina Ynclan
Town Clerk



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 106A-31**

RESOLUTION XXXXXXXXX *TC to assign number

Case: ANX-25-02

**Voluntary Annexation Petition for 2.321 acres,
Being the following Wake County PIN:**

1768094465

WHEREAS, a petition requesting annexation of an area described in said petition and more particularly described as follows was received on May 16, 2025, by the Town of Rolesville Board of Commissioners; *for 2.321 acres described in DB 18568 PG 356 and PG 660-663 being located at 0 E. Young Street.*

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and;

WHEREAS, the Board of Commissioners of the Town of Rolesville deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Rolesville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Board of Commissioners of the Town of Rolesville the result of her investigation.

Ronnie Currin, Mayor

ATTEST:

Christina YnClan, Town Clerk

[SEAL]



Memo

To: Mayor Currin and the Town Board of Commissioners
From: Meredith Gruber, Planning Director, and Michele Raby, Planner II
Date: August 05, 2025
Re: ANX-25-02 – 0 E. Young Street, – Direct Clerk to Investigate Sufficiency of Annexation Petition and Call for Legislative Hearing on September 02, 2025.

Summary Information

The Town of Rolesville has received a contiguous voluntary annexation petition for 2.31 acres, located at 0 E. Young Street, Wake County PIN 1768094465, into the Town of Rolesville Town Limits.

As provided in G.S. 160A-31, the petition should be investigated by the Town Clerk as to its sufficiency in meeting G.S. 160A-31. The attached resolution directs the Town Clerk to investigate and report to the Town Board of Commissioners.

Recommendation

Staff recommends that the resolution directing the clerk to investigate a petition received under G.S. 160A-31 be approved. In addition, staff recommends that the Town Board of Commissioners schedule a legislative hearing for ANX-25-02 on August 05, 2025.

Suggested Motions

1. Motion to approve the resolution directing the Town Clerk to investigate the sufficiency of the petition received under G.S. 160A-31 for ANX-25-02.
2. Motion to schedule a legislative hearing for ANX-25-02 on August 05, 2025.

Attachments

1. Annexation Petition
2. Resolution Directing Town Clerk to Investigate Sufficiency



Office Use Only

ANX-

Date received:

Application to Petition for Voluntary Annexation into Rolesville Town Limits

Planning Department • 502 Southtown Circle | Rolesville, NC 27571 | 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 1st 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

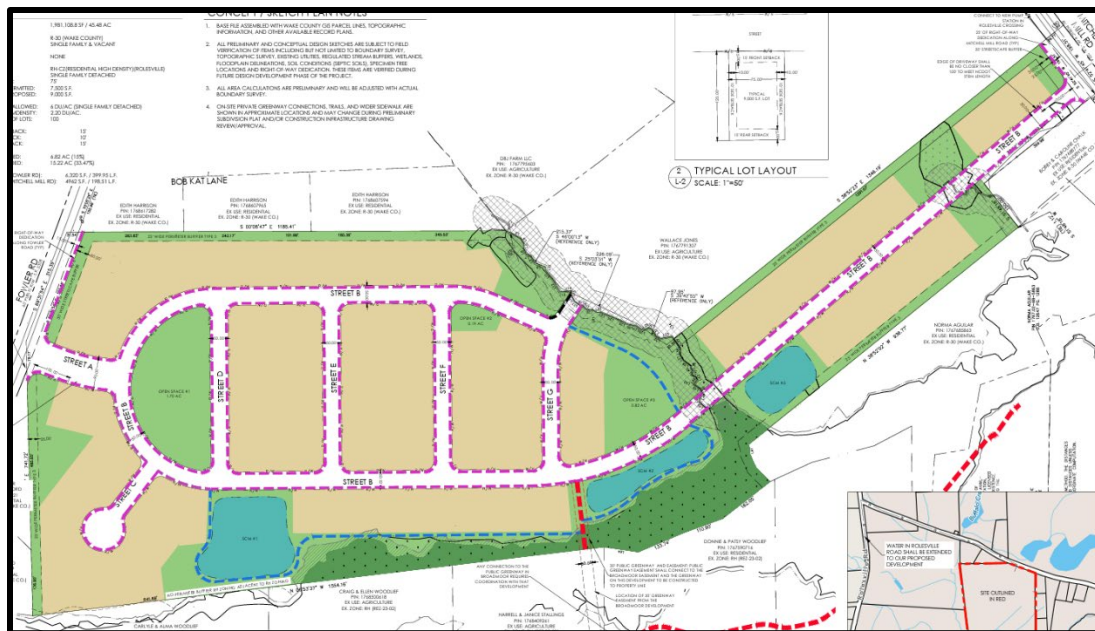
where this property is a portion of "Tract 3"



To: Mayor Currin and Town Board of Commissioners
From: Michael Elabarger, Interim Planning Director and Meredith Gruber, Senior Planner
Date: July 28, 2025
Re: REZ-24-04 & ANX-25-01 – Annexation Petition and Rezoning Map Amendment Application for 6520 Fowler Road / 6521 Mitchell Mill Road

Background

The Town of Rolesville Planning Department received a Rezoning application in November 2024 for properties located at 6520 Fowler Road (PIN 1768-60-2816) and 6521 Mitchell Mill Road (PIN1767-69-6199), which total approximately 45.48 acres. The rezoning request is to change the zoning from Wake County's R-30 Residential District to the Town's Land Development Ordinance (LDO) Residential High (RH) Density District s a Conditional Zoning District (RH-CZ). The application includes a Concept Site Plan and proposed Conditions of Approval.



Rezoning Concept Site Plan

The proposed Conditions of Approval are included as Attachment 6. As per LDO Section 3.3.B.2., Conditions and site-specific standards imposed in a conditional district shall be standards above and beyond the requirements of this LDO; conditions shall not lesser the standards in this LDO. Conditions shall be limited to those that address the conformance of the development and use of

the site to the Rolesville Comprehensive Plan or the impacts reasonably expected to be generated by the development or use of the site.

The proposed Conditions of Approval address the following topics:

- Conformance with the Concept Site Plan;
- Prohibited Uses;
- Maximum of 100 Single Family Detached Lots;
- Architectural Standards;
- Pollinator Garden;
- Community Amenities;
- (New / Added after Planning Board) Consideration of Parkland Dedication (~0.8 acres) during the Preliminary Subdivision Plat Development Application Process.

Annexation ANX-25-01

A Voluntary Annexation Petition (ANX 25-01) has also been submitted, reviewed, and processed simultaneously with this rezoning request. There will be a combined Legislative Hearing with both the Annexation Petition and Rezoning Application at the August 5, 2025 Town Board of Commissioners' meeting.

Applicant Justification

The Applicant provided a justification statement noting that the project proposes only single family detached uses, which are the least dense residential type that is contemplated by the Residential Medium land use category (see attached application).

Neighborhood Meeting

The Applicant conducted a neighborhood meeting for this Rezoning request on February 18, 2025; a meeting report follows this Staff Memo as an attachment.

Comprehensive Plan

Land Use

The 2017 Comprehensive Plan's Future Land Use Map designates the subject property, and the entire surrounding area between Fowler and Mitchell Mill Roads, as appropriate for Medium-Density Residential development. Per the Plan, this is defined as predominantly single family residential uses with portions of duplex, townhomes, and/or multifamily residential. These are lots or tracts at a density range of three to five dwelling units per gross acre.

Community Transportation Plan

The Town of Rolesville's Community Transportation Plan (CTP, adopted 2021) includes recommendations for Thoroughfares, Collectors, and intersections. There are no planned roadways within or through the subject property. This project will make frontage improvements to both Fowler Road and Mitchell Mill Road as part of the subdivision Construction Infrastructure Drawing design/review/approval process pending this Rezoning request.

Greenway and Bike Plans

This site is outside the scope of the 2022 Greenway and Bike Plans, but the project is providing a public Greenway connection to the adjacent Broadmoor project and its public Greenway system.

Consistency

The Applicant's rezoning request is consistent with the Town of Rolesville's Comprehensive Plan for the following reasons:

- The proposed single family detached housing type fits within the Medium Density Residential land use description.
- The proposed vehicular circulation network enables equal access to the two bordering thoroughfare type roadways.
- The proposed pedestrian network and connectivity to the neighboring Broadmoor subdivision increases mobility for the future residents.

Traffic Impact Analysis

The Town's on-call consulting firm, Stantec, has prepared the Traffic Impact Analysis (TIA) for this proposed subdivision. The TIA notes a total of 1,010 total daily trips for the proposed residential use. The traffic study also defines specific improvements for Rolesville Road at Mitchell Mill Road, Fowler Road at Driveway A, and Mitchell Mill Road at Driveway B. Please see the attached draft TIA report.

As per Land Development Ordinance (LDO) Section 9.2.5.B. Connectivity, streets shall be interconnected and connect with adjacent streets external to the subdivision to provide multiple routes for pedestrian and vehicle trips. Implementation of any access points or associated improvements recommended by a Traffic Impact Analysis (TIA) are required.

Development Review

The Technical Review Committee (TRC) reviewed this Rezoning application, with all comments pertinent to the consideration of the general development plan being resolved. Note that this does not mean that all LDO subdivision and/or site development regulations have been demonstrated, as the attached Concept Site Plan is only a conceptual plan, and not an engineered and dimensioned layout.

Planning Board Recommendation

The Planning Board recommended approval of REZ-24-04 with a vote of 4 – 1. No reason was provided for the dissenting vote.

Staff Recommendation

The specifics of this Rezoning as committed to in the proposed Conditions of Approval make this request consistent with the Future Land Use plan vision in this area, and thus consistent with the main tenet of the Comprehensive Plan. This project commits to only Single-family Detached dwelling units (foregoing any more dense housing style) and calculates to a density of just 2.2 dwelling units per acre, well below the prescribed 3-5 units per acre. For these reasons Staff finds the Rezoning request compatible and not in conflict with the guidance of the Comprehensive Plan.

Consistency and Reasonableness

As per the Comprehensive Plan section of this report, rezoning application REZ-24-04 is generally consistent with Rolesville's adopted plans and policies and is therefore reasonable.

Proposed Motion

1. Motion to (*approve or deny*) rezoning **REZ-24-04 - 6520 Mitchell Mill Road / 6521 Fowler Road**.
2. (Following Approval) Motion to adopt a Plan Consistency Statement and Statement of Reasonableness for **REZ-24-04**.
3. Motion to (*approve or deny*) the Voluntary Annexation Petition received under G.S. 160A-31 for **ANX-25-01 - 6520 Mitchell Mill Road / 6521 Fowler Road**.

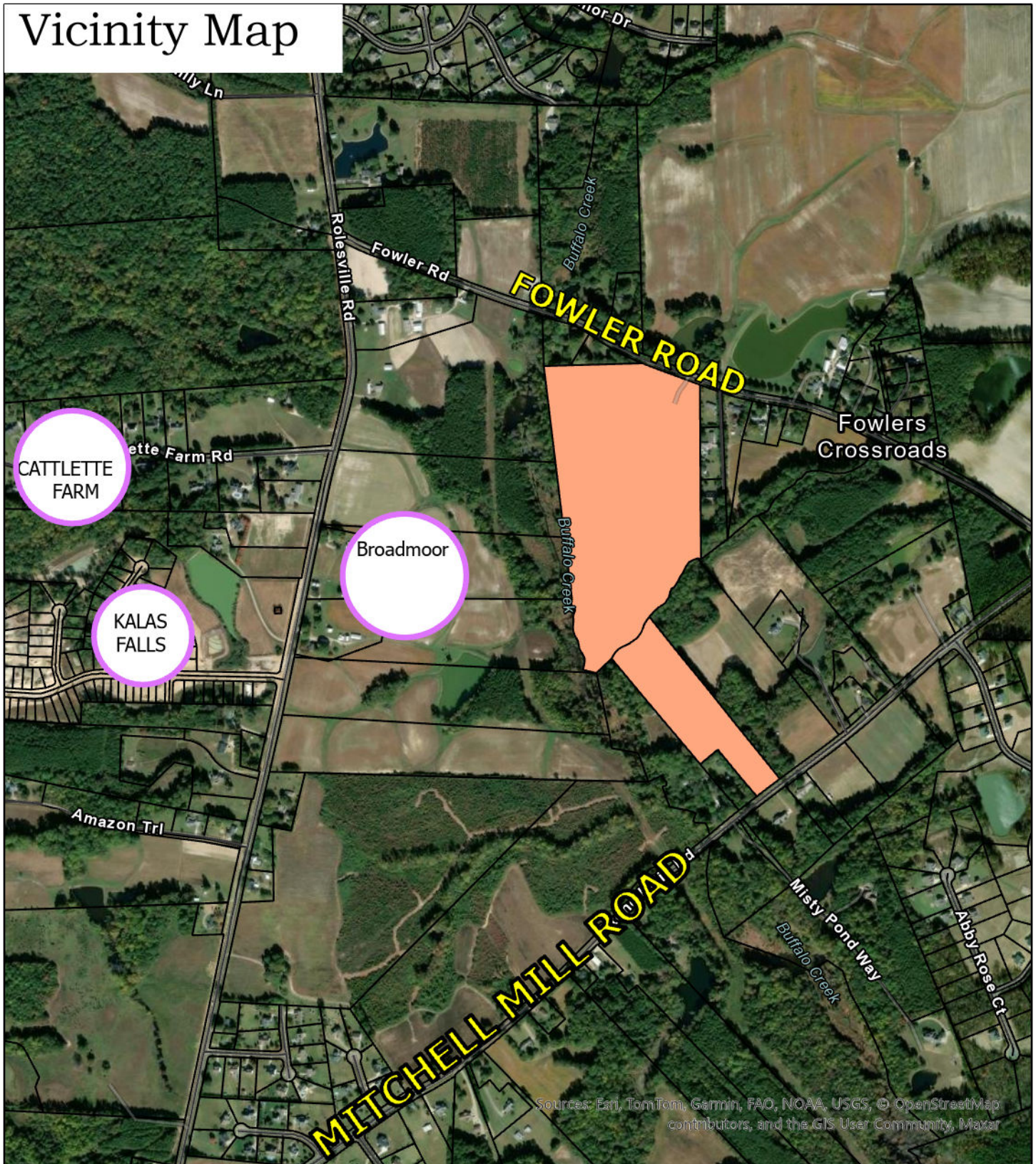
Or

4. Motion to continue the Legislative Hearing and/or further consideration for **REZ-24-04** and **ANX-25-01** to a future date-certain Town Board of Commissioners' meeting.

Attachments

REZ-24-04	
1	Vicinity Map
2	Existing Zoning Map
3	Future Land Use Map
4	Map Amendment Application
5	Concept Site Plan
6	Proposed Conditions of Approval dated July 17, 2025
7	Neighborhood Meeting Package
8	Traffic Impact Analysis (TIA) Report dated June 12, 2025
9	NCDOT TIA Submittal Checklist
10	Dedicated Park Exhibit dated July 17, 2025
11	Applicant Presentation
12	Ordinance O-25-XX
ANX-25-01	
1	Annexation Petition
2	Vicinity Map
3	Certificate of Sufficiency
4	O-25-XX

Vicinity Map



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar



0 0.13 0.25 0 0.5 Miles
Miles

Date Saved: 3/19/2025 11:41 AM

















Path: C:\Users\mraby\OneDrive - State of North Carolina\Desktop\GIS\2024 Projects\REZ-24-04 6520 Fowler 6521 Mitchell Mill.aprx

Zoning Map

SITE

Legend

Rolesville_Zoning_ Zoning Classification

-  RL
-  RM
-  RM-CZ
-  RH
-  RH-CZ
-  R&PUD
-  R&PUD-CZ
-  MH
-  OP
-  OP-CZ
-  GC
-  GC-CZ
-  TC
-  GI
-  GI-CZ
-  Property

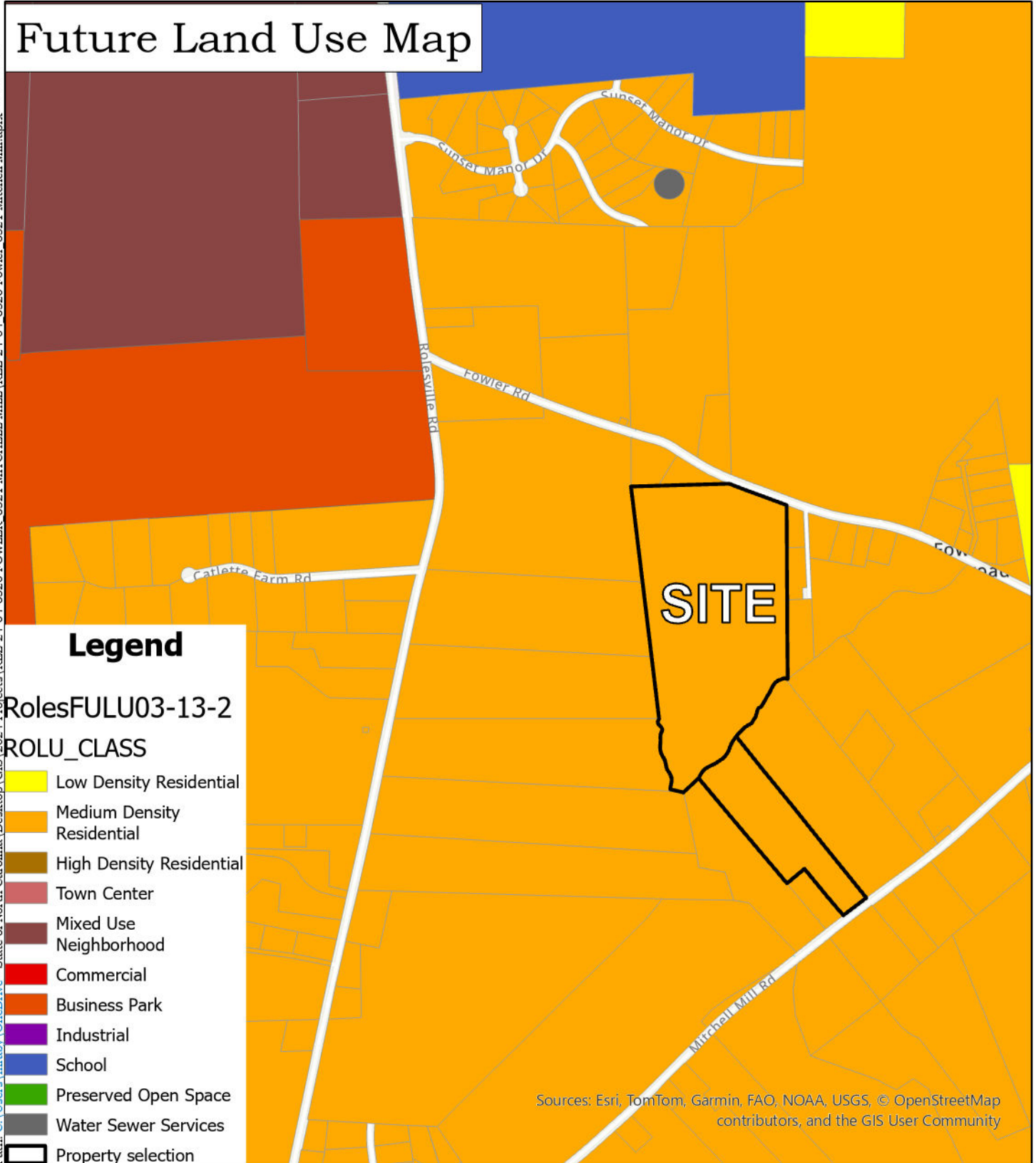
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



0 0.13 0.25 0 0.5 Miles

Path: C:\Users\mraby\OneDrive - State of North Carolina\Desktop\GIS\2024 Projects\REZ-24-04-6520 FOWLER_6521 MITCHELL MILL\REZ-24-04_6520 Fowler_6521 Mitchell Mill.aprx Date Saved: 3/19/2025 2:21 PM

Future Land Use Map

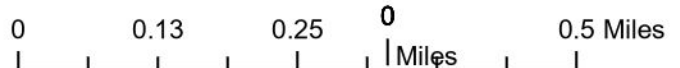


Legend

RolesFULU03-13-2
ROLU_CLASS

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Town Center
- Mixed Use Neighborhood
- Commercial
- Business Park
- Industrial
- School
- Preserved Open Space
- Water Sewer Services
- Property selection

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Zoning Map Change (Rezoning) Application

Town of Rolesville Planning Department | PO Box 250 | Rolesville, NC 27571 | 919-554-6517 | planning@rolesville.nc.gov

Planning Department Home Page: [Official Town Webpage](#)

APPLICATION INFORMATION:

Site Address(es): 6520 Fowler Road and 6521 Mitchell Mill Road	Site Area (in acres): 45.48
Rezoning Type: <input type="checkbox"/> General <input checked="" type="checkbox"/> Conditional	Location: <input checked="" type="checkbox"/> County Limits <input type="checkbox"/> Town Limits <input type="checkbox"/> ETJ
Existing Zoning District(s): R-30 (Wake County)	Proposed Zoning District(s): RH (Residential High Density) – Conditional District
Zoning Overlay(s): None	Associated Previous Case Number(s): N/A
PIN(s): 1768-60-2816 and 1767-69-6199	
PID(s):	
Current Use(s): Single Family Detached Dwelling and vacant	Proposed Use(s): Single Family Detached Dwellings

APPLICATION MINIMUM REQUIREMENTS / GUIDANCE::

<input checked="" type="checkbox"/> Completed application and checklist below.	
<input checked="" type="checkbox"/> If the request is for a <i>Conditional District</i> per LDO Section 3.3., submittal shall include a separate document being a list of written Conditions of Approval that can include exhibits, plans, maps, etc. Provide a Date and space for revision Dates; this document will always be referenced including its Date.	<input checked="" type="checkbox"/> A Concept (nee site) Plan may be submitted, considered, and approved as part of a <i>Conditional District</i> request; it shall be clearly incorporated into a written condition for “general compliance” upon future Development Application reviews and approvals. Provide a Date and space for revision Dates; this document will always be referenced including its Date. See Next page for details.
<input checked="" type="checkbox"/> Completed Property Owner's Consent Form . If multiple owners, each owner must complete their own form.	<input type="checkbox"/> Presubmittal meeting notes and date (if applicable).
<input type="checkbox"/> Traffic Impact Analysis (TIA), ITE Trip Generation Letter, or Letter/Email from Planning staff confirming TIA is not required. (LDO Section 8.C.5)	<input type="checkbox"/> The Activity Center (AC) and Neighborhood Commercial (NC) zoning districts shall require submittal of a Concept (nee site) Plan per LDO Sections 3.4.1 and 3.4.2.
<input type="checkbox"/> Upon application receipt and completeness check, an INVOICE for the application fee will be created and issued via email to Applicant.	
<input type="checkbox"/> Any additional supporting documents that may have been requested by Staff may have been provided.	

Contact Information

Property Owner(s) Barbara J. Richards

Address 7925 STONY HILL RD

City/State/Zip WAKE FOREST NC 27587

Phone c/o Collier Marsh (919) 835-4663

Email c/o Collier Marsh colliermarsh@parkerpoe.com

Applicant / Agent (Business & Contact Name) Collier Marsh, Parker Poe Adams & Bernstein LLP

Address 301 Fayetteville Street, Suite 1400

City/State/Zip Raleigh, NC 27601

Phone (919) 835-4663

Email colliermarsh@parkerpoe.com

Engineer/Architect (Business & Contact Name) Pam Porter, PLA, LEED AP

Phone (919) 484-8880

Email pam@tmtla.com

Preferred Point of Contact: ☐ Owner ☐ Applicant ☐ Engineer/Architect ☒ Registered Agent/Attorney

Concept Plan Minimum Requirements (Required for AC or NC Districts, optional for Conditional Districts.) :

- ☒ A vicinity map of the site, illustrating the boundaries of the site, north arrow, and scale reference

☒ Site Data Table of typical property information (Property Legal Description, acreage, etc.) Last Revised: April 10, 2023

☐ If Commercial - Square footage of proposed building/use/development or Coverage, approximate parking calculations, if multi-family the number of Dwelling units, etc.

☒ If Residential – Number of proposed development lots (including by type of lots/use), density (proposed/permitted), approximate parking calculations,

☒ Required/Provided calculations for open space

☒ Existing and Proposed Use and Zoning District of property and adjacent properties

☒ Drawing depicting the details provided above and general concept of development such as –

 - Lot layout and size/dimension of lots,
 - Proposed building layout and/or general footprint locations
 - Vehicular circulation / street layout including existing/proposed right-of-way widths (public, alley, private)
 - Pedestrian circulation including Greenways / Sidepaths / Bike Lanes,
 - General Utility access and points of connection / extensions,
 - Buffers (Street/Perimeter), Open/communal spaces, stormwater control measures etc.

☒ Name, address, and contact information for property owner and/or Applicant

☒ Name/information of professional who created Concept Plan

☐ Any other information requested by Planning Department staff

Rezoning Justification

Provide a **separate document** titled “Statement of Justification” (including Date) that addresses each/all of the following:

1. Is the application consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and any other adopted Town policy plans?
2. Is the application in conflict with any provision of the LDO or the Town Code of Ordinances?
3. Does the application correct any errors in the existing zoning present at the time it was adopted?
4. Does the rezoning allow uses that are compatible with existing and permitted uses on surrounding land/properties?
5. Would the application ensure efficient development within the Town, including the capacity and safety of the street network, public facilities, and other similar considerations?
6. Would the application result in a logical and orderly development pattern?
7. Would the application result in adverse impacts on water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?
8. If a **Conditional district** providing proposed Conditions of Approval, do they address and mitigate the impacts reasonably expected to be generated by the development or use of the property, can they reasonably be implemented, and can they be enforced for the subject property, and will they result in no greater impact on adjacent properties or the community at large than would be expected to occur by the permitted uses and the minimum development standards of the corresponding General zoning district.

Property Owner Notification List

Per UDO _____, provide list of all property owners within 300 feet of the subject site (per Wake County tax records at the time of filing this application) as they will be required to receive a Notification Letter regarding the Public Hearing before the Town Board of Commissioners (when scheduled). If needed, provide additional sheets to insure all are included.

WAKE COUNTY PIN	NAME	MAILING ADDRESS	ZIP CODE
		See Attached Exhibit C	

Property Owner's Consent & Authorization Form

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.

For Property with more than one owner, each owner must sign a separate copy of this form.

For Applications with more than one Applicant/representative, enter all names in this form, or submit separate forms.

In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

Authorization by Property Owner(s)

I, Samuel Albert Richards, as attorney in fact for Barbara J. Richards,

(property owner's printed legal name; include signatory name and title if signing for a company)

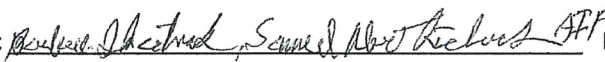
swear and affirm that I am the owner of property at 6520 Fowler road and 6521 Mitchell Mill,


(property address, legal description; provide separate sheet if required)

as shown in the records of Wake County, North Carolina, which is the subject of this Application

(Type and Case # Fowler Road Rezoning and Annexation; Case nos. TBD).

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 below listed person(s) to submit this Application and serve as representative/point of contact for this Application.

Property Owner's Signature:  Date: 10-30-24

Applicant/Agent/Contact persons:	
Print:	Signature:
Collier Marsh	

Property Owner's Consent & Authorization Form

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.

For Property with more than one owner, each owner must sign a separate copy of this form.

For Applications with more than one Applicant/representative, enter all names in this form, or submit separate forms.

In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

Authorization by Property Owner(s)

I, Amy R. Harrison, as attorney in fact for Barbara J. Richards,

(property owner's printed legal name; include signatory name and title if signing for a company)

swear and affirm that I am the owner of property at 6520 Fowler road and 6521 Mitchell Mill ,

(property address, legal description; provide separate sheet if required)

as shown in the records of Wake County, North Carolina, which is the subject of this Application

(Type and Case # Fowler Road Rezoning and Annexation; Case nos. TBD).

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 below listed person(s) to submit this Application and serve as representative/point of contact for this Application.

Property Owner's Signature: Barbara J. Richards by Date: 10-30-2011
Amy R. Harrison AIF

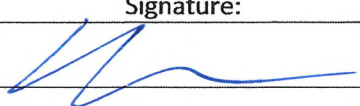
Applicant/Agent/Contact persons:	
Print:	Signature:
Collier Marsh	

EXHIBIT A

Fowler Road Rezoning Justification Statement

1. Is the application consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and any other adopted Town policy plans?

The application is consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and other adopted Town policy plans that apply to the property. The Town's Future Land Use Map designates the property as Medium Residential, which is described as, "Predominantly single-family residential uses with portions of duplex, townhouse or multifamily residential. These are lots or tracts at a density range of three to five dwelling units per gross acre including the preserved open space areas along limited non-residential uses under planned unit development or form-based code provisions." The proposed zoning is consistent with the Residential Medium designation. Although the proposed zoning district is RH, the actual density proposed is approximately 2 units per acre. In addition, the project proposes only single family detached uses, which are the least dense residential type that is contemplated by the Residential Medium designation.

2. Is the application in conflict with any provision of the LDO or the Town Code of Ordinances?

The applicant is not aware of conflicts with any provision of the LDO or the Town Code of Ordinances.

3. Does the application correct any errors in the existing zoning present at the time it was adopted?

There are no known errors in the existing zoning that this application corrects.

4. Does the rezoning allow uses that are compatible with existing and permitted uses on surrounding land/properties?

Yes, the rezoning would allow uses that are compatible with existing and permitted uses on surrounding land/properties. The adjacent Woodlief project contains a combination of townhomes and single family detached homes. This project is consistent with the Woodlief development, but transitions downward in density with only single family detached homes.

5. Would the application ensure efficient development within the Town, including the capacity and safety of the street network, public facilities, and other similar considerations?

Yes, the application will ensure efficient development within the Town. The properties associated with this project will be annexed into the Town. A Traffic Impact Analysis will be performed to ensure that the project mitigates any impacts it has on traffic in the study area.

6. Would the application result in a logical and orderly development pattern?

Yes, the application results in a logical and orderly development pattern. The project will be developed in accordance with the Town's Ordinances and LDO. The adjacent Woodlief project

EXHIBIT A

Fowler Road Rezoning Justification Statement

contains a combination of townhomes and single family detached homes. This project is consistent with the Woodlief development, but transitions downward in density with only single family detached homes.

7. Would the application result in adverse impacts on water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment?

This application will not result in adverse impacts on water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment. As shown in the accompanying concept plan, the project protects environmentally sensitive areas. The project also proposes 33.9% open space, well beyond the required 15.1% open space. The property is also in the Buffalo Creek Watershed area, and will adhere to the regulations put forth to protect the watershed. Stormwater control measures will be reviewed and approved by Town staff in order to ensure that the watershed is well protected in this regard. Any other items of concern will be addressed during the application process.

THE BARBARA ANN JONES RICHARDS TRACTS (PINS 1768.04-60-2816
& 1767.02-69-6199) TO BE ANNEXED INTO THE TOWN OF ROLESVILLE

Being all of those tracts or parcels of land located
in Wake Forest Township, Wake County, North Carolina,
and more particularly described:

Beginning at a tack in a stone, said stone located at the
northwest corner of the subject tract (Barbara Ann Jones
Richards - Pin 1768.04-60-2816), then along the southern
property line of the Alford Tracts (Pins 1768.04-51-8609
and 1768.04-61-0621),
North 88°34'18" East 741.72 feet to an existing nail in
the centerline of Fowler Road (S.R. 2308 - 60' Public R/W),
then, along the centerline of Fowler Road,
South 69°31'54" East 315.39 feet to an existing nail,
then, leaving the centerline of Fowler Road,
South 00°08'47" East 1,185.41 feet along the western prop-
erty line of the Edith Harrison Tracts (Pins 1768.04-
61-7282, 1768.04-60-7965, and 1768.04-60-7594) to an exist-
ing iron pipe, then South 19°17'59" West 11.14 feet to a
computed point in the centerline of Jones Creek, then,
following the run of Jones Creek,
South 29°30'12" West 34.21 feet to a computed point,
South 57°32'58" West 16.00 feet to a computed point,
North 89°13'54" West 12.49 feet to a computed point,
South 70°03'16" West 17.55 feet to a computed point,
South 18°59'17" West 14.48 feet to a computed point,
South 63°45'33" West 20.62 feet to a computed point,
South 20°24'01" West 31.53 feet to a computed point,
North 79°39'40" West 7.41 feet to a computed point,
South 49°45'27" West 33.39 feet to a computed point,
South 62°35'00" West 37.78 feet to a computed point,
South 00°36'33" East 16.93 feet to a computed point,
South 04°43'29" East 16.97 feet to a computed point,
North 75°00'08" West 11.31 feet to a computed point,
South 60°42'13" West 19.87 feet to a computed point,
South 36°36'47" West 16.83 feet to a computed point,
South 10°54'28" West 8.67 feet to a computed point,
South 44°52'04" West 14.47 feet to a computed point,
South 02°32'51" West 16.09 feet to a computed point,
South 29°28'40" West 13.33 feet to a computed point,
South 01°17'28" East 10.33 feet to a computed point,
South 24°14'08" West 13.22 feet to a computed point,
South 22°03'43" West 38.30 feet to a computed point,
South 26°52'18" West 28.92 feet to a computed point,
South 11°16'25" West 23.29 feet to a computed point,
South 35°17'58" West 13.69 feet to a computed point,

South 17°57'36" West 10.92 feet to a computed point,
South 27°09'59" East 13.64 feet to a computed point,
South 23°59'33" West 9.37 feet to a computed point,
South 57°36'24" West 21.84 feet to a computed point,
South 29°24'20" West 14.25 feet to a computed point,
South 10°34'18" East 31.31 feet to a computed point,
South 55°27'59" West 8.34 feet to a computed point,
then, along the property line of Wallace G. Jones
(Pin 1767.02-79-1307), South 38°52'23" East 1320.84
feet to nail set at the centerline of Mitchell Mill
Road (S.R. 2224 - 60' Public R/W), then, along the
centerline of Mitchell Mill Road, South 52°41'45" West
198.51 feet to a nail set, then leaving the center-
line of Mitchell Mill Road, North 38°52'49" West
399.75 feet along the property line of Bobby Ray &
Carolyn C. Chalk (Pin 1767.02-68-8777) to an iron
pipe found, then South 51°48'18" West 150.00 feet
to a set rebar, then along the property line of Nor-
ma Aguilar (Pin 1767.02-68-5863), North 38°52'02"
West 936.77 feet to a computed point in the run of
Jones Creek, then along the run of Jones Creek,
South 69°55'53" West 9.38 feet to a computed point,
South 87°33'25" West 16.01 feet to a computed point,
South 66°02'25" West 40.47 feet to a computed point,
South 45°16'52" West 53.88 feet to a computed point
in the run of Buffalo Creek; then, along the run of
Buffalo Creek and along the Donnie L. & Patsy Woodlief
property, North 37°52'33" West 162.05 feet to a computed
point, North 19°58'53" West 110.90 feet to a computed point,
North 22°56'00" West 133.74 feet to a computed point,
and North 08°29'35" East 92.71 feet to a computed
point, in the creek, then leaving the run of Buffalo
Creek, along the Janice Gayle W. Stallings and
Harrell Stallings property, the Billy Craig Woodlief
and Ellen Woodlief Holding property, and the Carlyle
D. Woodlief and Alma D. Woodlief property (pins
1768.03-40-9261, 1768.04-50-0618, & 1768.04-51-1519,
respectively), North 06°53'37" West 1554.16 feet to
the point and place of beginning and being two tracts
to be annexed into the Town Of Rolesville and having
a total area of 46.106 acres.

FOWLER ROAD REZONING

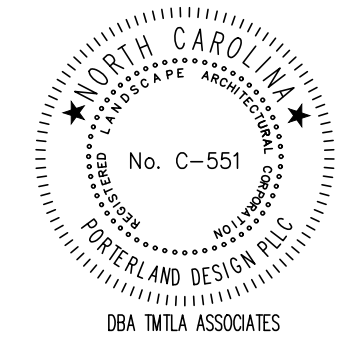
REZ-24-04

6520 FOWLER ROAD & 6521 MITCHELL MILL ROAD
ROLESVILLE, NC

PIN# 1768-60-2816 & 1767-69-6199



Know what's below.
Call before you dig.
Dial 811 or 1-800-632-4949



SUBMITTAL DATES

FIRST SUBMITTAL 11/1/2024
SECOND SUBMITTAL 1/02/2025
THIRD SUBMITTAL 4/01/2025

SHEET INDEX

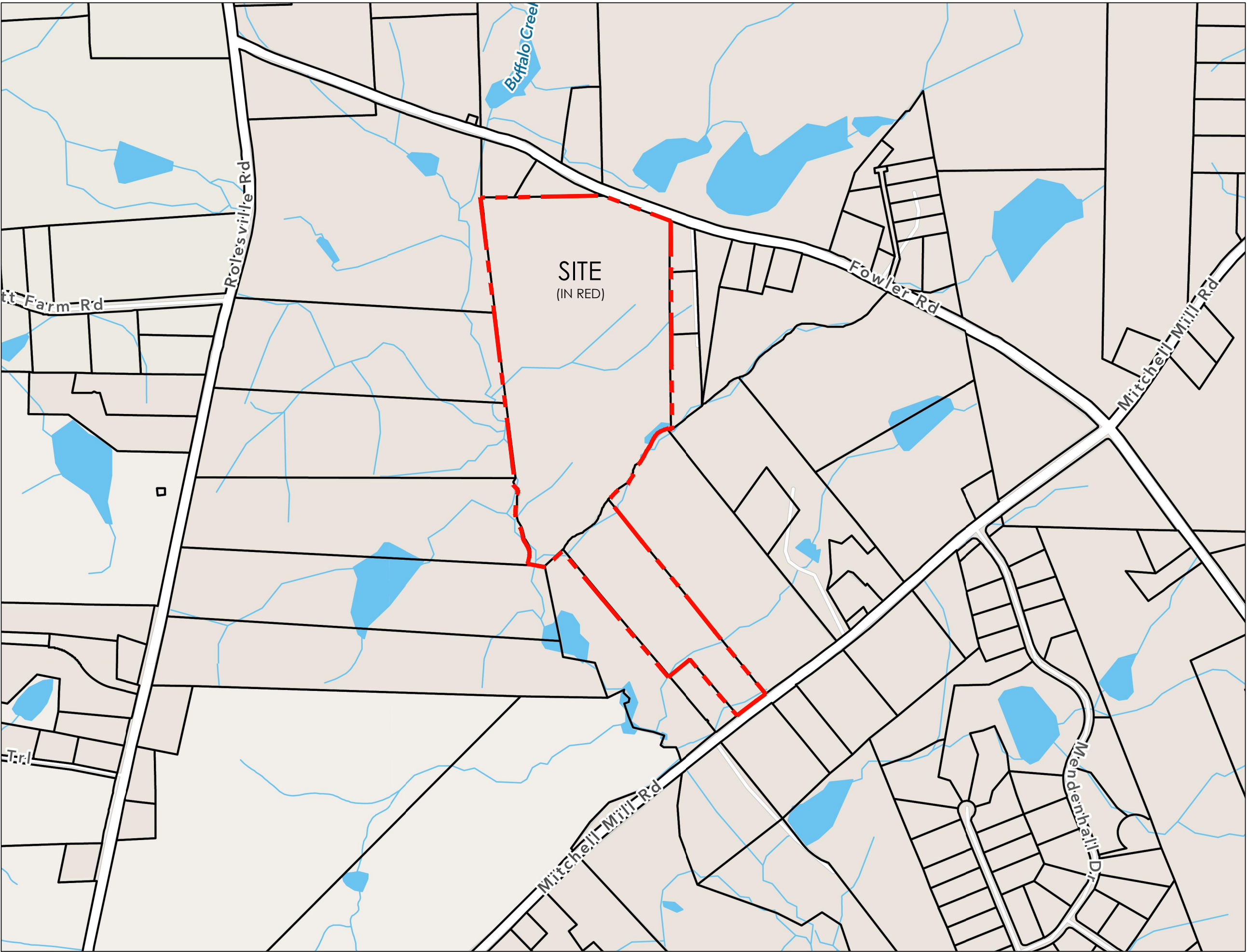
L-0 COVER SHEET
L-2 CONCEPTUAL PLAN

owner:
Richards, Barbara Ann Jones
6721 mitchell mill rd,
zebulon nc 27597-8416

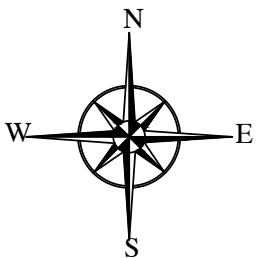
landscape architect/design professional:
TMTLA Associates
5011 Southpark Drive, Ste. 200
Durham, North Carolina 27713
(919) 484-8880
Contact: Pam Porter, PLA

developer/applicant:
Hopper Communities
1616 Cleveland Avenue
Charlotte, NC 28203
(919) 805-4801
contact: Bill Harrell

legal:
Parker Poe Adams & Bernstein
301 Fayetteville St #1400
Raleigh, NC 27601
(919) 828-0564
contact: Collier Marsh



VICINITY MAP
1" = 500'



REVISIONS:

1/2/2025	

COVER SHEET
FOWLER ROAD REZONING
6520 FOWLER ROAD & 6521 MITCHELL MILL ROAD
ROLESVILLE, NC

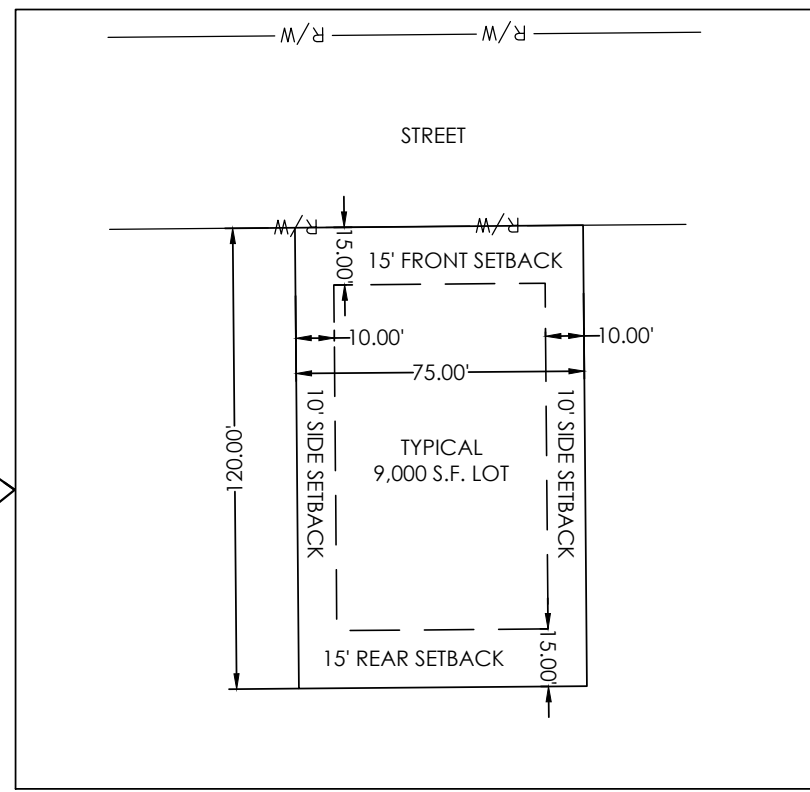
SCALE:
AS NOTED
DRAWN BY:
PMP
PROJECT #
24076
DATE:
11/1/2024
SHEET
L-0
OF XX

SITE DATA

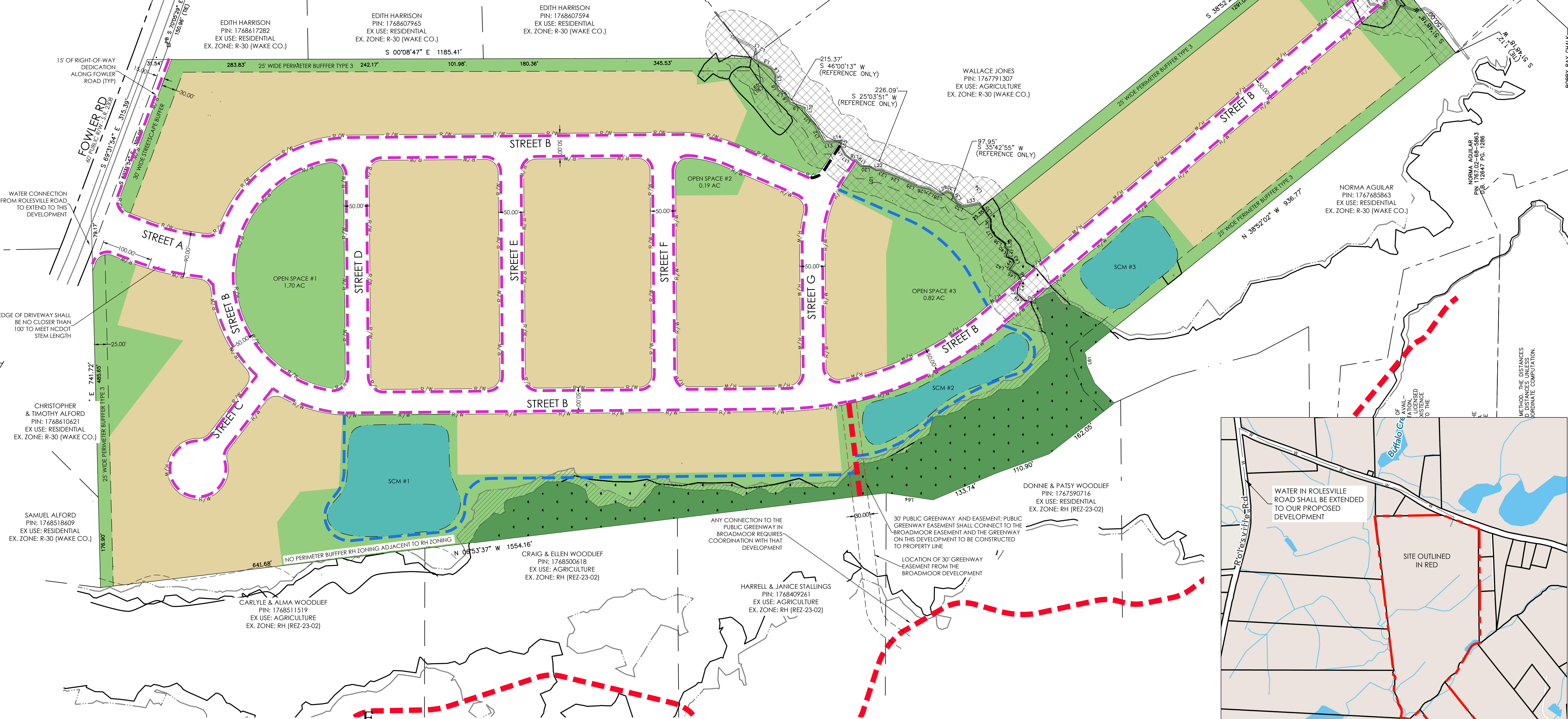
TOTAL AREA: 1,981,108.8 SF / 45.48 AC
EX. ZONING: R-30 (WAKE COUNTY)
EX. USE: SINGLE FAMILY & VACANT
OVERLAYS: NONE
PROPOSED ZONING: RH-CZ (RESIDENTIAL HIGH DENSITY) (ROLESVILLE)
PROPOSED USE: SINGLE FAMILY DETACHED
MINIMUM LOT WIDTH: 75'
MINIMUM LOT SIZE PERMITTED: 7,500 S.F.
MINIMUM LOT SIZE PROPOSED: 9,000 S.F.
MAXIMUM DENSITY ALLOWED: 6 DU/AC (SINGLE FAMILY DETACHED)
PROPOSED MAXIMUM DENSITY: 2.20 DU/AC.
MAXIMUM NUMBER OF LOTS: 100
FRONT BUILDING SETBACK: 15'
SIDE BUILDING SETBACK: 10'
REAR BUILDING SETBACK: 15'
OPEN SPACE REQUIRED: 6.82 AC (15%)
OPEN SPACE PROVIDED: 15.22 AC (33.47%)
ROW DEDICATION (FOWLER RD): 6,320 S.F. / 399.95 L.F.
ROW DEDICATION (MITCHELL MILL RD): 4962 S.F. / 198.51 L.F.

CONCEPT / SKETCH PLAN NOTES

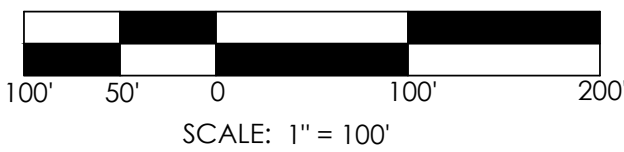
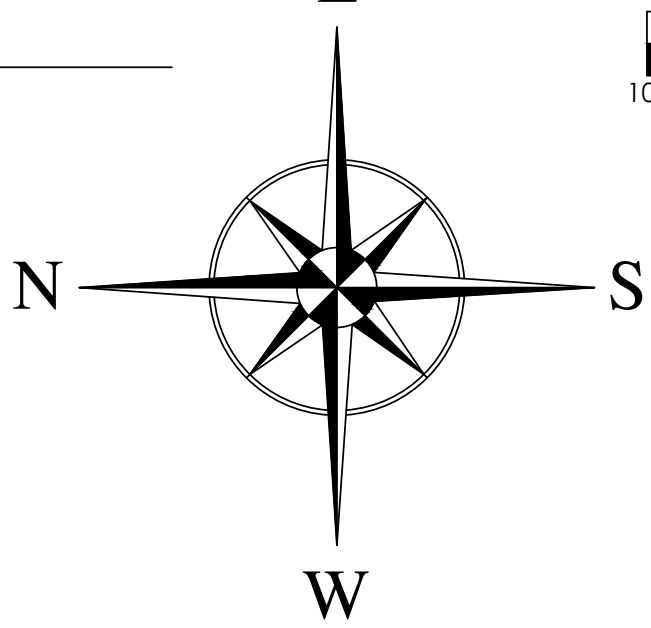
1. BASE FILE ASSEMBLED WITH WAKE COUNTY GIS PARCEL LINES, TOPOGRAPHIC INFORMATION, AND OTHER AVAILABLE RECORD PLANS.
2. ALL PRELIMINARY AND CONCEPTUAL DESIGN SKETCHES ARE SUBJECT TO FIELD VERIFICATION OF ITEMS INCLUDING BUT NOT LIMITED TO BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, EXISTING UTILITIES, REGULATED STREAM BUFFERS, WETLANDS, FLOODPLAIN DELINEATIONS, SOIL CONDITIONS (SEPTIC SOILS), SPECIMEN TREE LOCATIONS AND RIGHT-OF-WAY DEDICATION. THESE ITEMS ARE VERIFIED DURING FUTURE DESIGN DEVELOPMENT PHASE OF THE PROJECT.
3. ALL AREA CALCULATIONS ARE PRELIMINARY AND WILL BE ADJUSTED WITH ACTUAL BOUNDARY SURVEY.
4. ON-SITE PRIVATE GREENWAY CONNECTIONS, TRAILS, AND WIDER SIDEWALK ARE SHOWN IN APPROXIMATE LOCATIONS AND MAY CHANGE DURING PRELIMINARY SUBDIVISION PLAT AND/OR CONSTRUCTION INFRASTRUCTURE DRAWING REVIEW/APPROVAL.



2 TYPICAL LOT LAYOUT
L-2 SCALE: 1"=50'

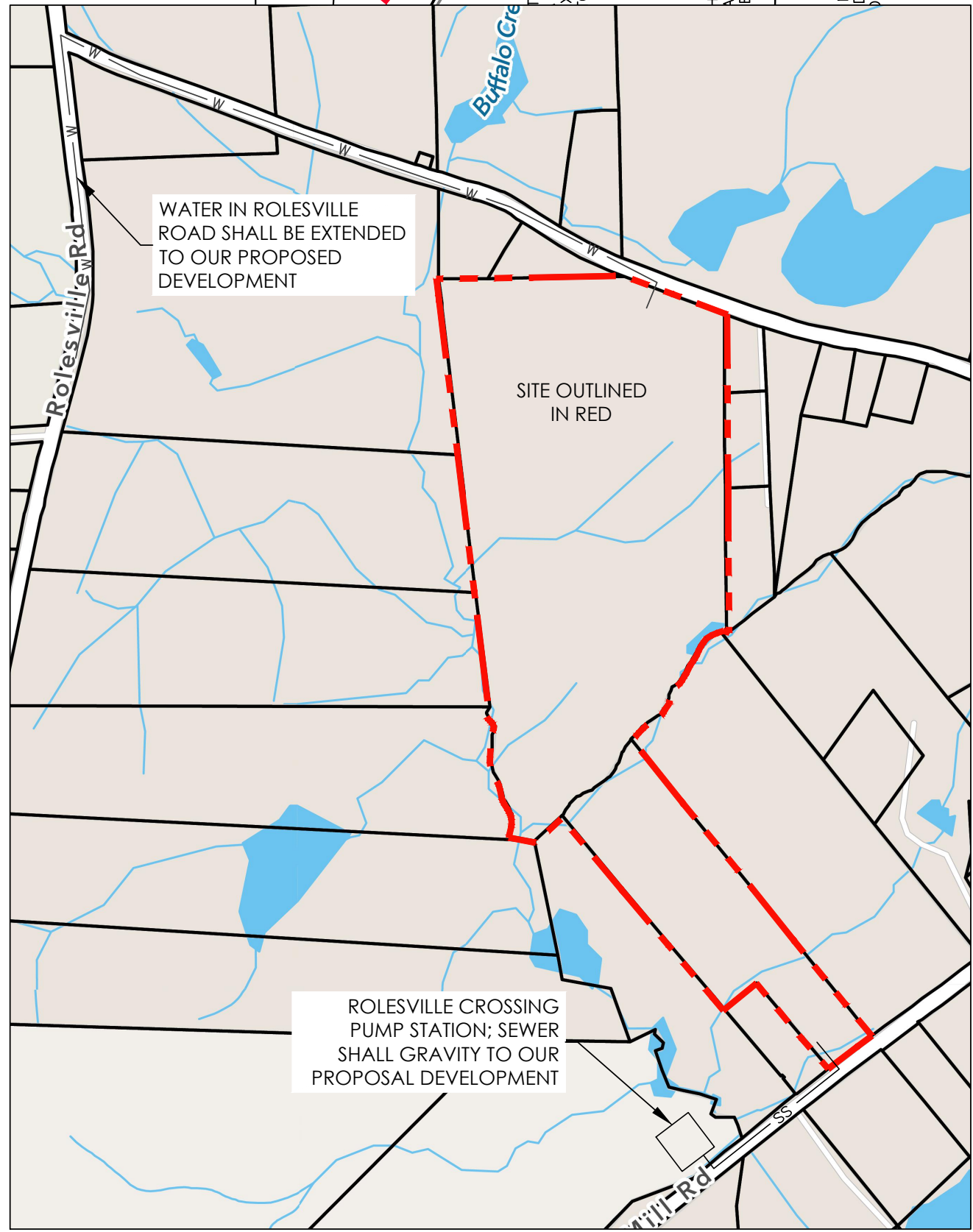


1 CONCEPT PLAN
L-2 SCALE: 1"=100'



HATCH KEY

	STREAM BUFFER		500 YEAR FLOODPLAIN		LOTS
	WETLANDS		OPEN SPACE		PUBLIC GREENWAY EASEMENT
	100 YEAR FLOODPLAIN		SCM (PRELIM.)		CONCEPTUAL PRIVATE GREENWAY
			5' SIDEWALK ALONG BOTH SIDES OF PROPOSED INTERNAL STREETS		



3 PRELIMINARY UTILITY CONNECTIONS
L-2 SCALE: 1"=500'

EXHIBIT B

Fowler Road Rezoning Conditions July 16, 2025

1. The development of the property shall be in substantial conformance with the accompanying Concept Plan. Locations shown for committed elements including, but not limited to greenways, streets, and open areas shown on the Concept Plan, may be adjusted to conform to LDO requirements or as permitted as a minor adjustment by the Land Development Administrator.
2. The following uses shall be prohibited:
 - a. Dwelling, single-family attached;
 - b. Dwelling, double family;
 - c. Dwelling, multiple family;
 - d. Boarding House/Dormitory;
 - e. Family Care Facility;
 - f. Live-work unit;
 - g. Residential Care; and
 - h. Telecommunications tower.
3. There shall be a maximum of 100 single-family detached units.
4. All single-family detached dwellings shall adhere to the following conditions:
 - a. Siding Material:
 - i. If masonry (such as brick veneer or faux stone product) is not the predominant first floor finish (greater than 50%), then the front elevation shall have at least two (2) styles of fiber cement siding (i.e. lap, shake, or board and batten, etc.);
 - ii. Vinyl material is prohibited except for soffits, fascia, and corner boards;
 - iii. No dwelling unit shall be constructed with an exterior elevation or color palette that is identical to the dwelling unit on either side or directly across the street.
 - b. Garages: A minimum 2-car side-by-side (not tandem) garage shall be provided;

EXHIBIT B

Fowler Road Rezoning Conditions July 16, 2025

- c. Roofs: Roof materials shall be asphalt shingles, metal, copper, wood, or a combination of these materials.
 - d. Building Foundations:
 - i. Building foundations along the front façade shall have an exposed height above finished grade of at least 18” and must be finished with masonry product such as brick veneer or faux stone product.
 - ii. Any foundation facing a public street must be finished with masonry product such as brick veneer or faux stone product.
 - e. Rear Yard Amenity: An unenclosed patio, deck, or screened-in porch of at least 64 square feet.
5. Pollinator Garden: The development shall include at least one pollinator garden. The pollinator garden shall be a landscaped garden in which at least seventy five percent (75%) of all plants, excluding grasses, are native milkweeds and other nectar-rich flowers. The final location(s) of pollinator garden shall be determined at subsequent stages of approval and will be identified on the landscape plan submitted with the construction drawings. The pollinator garden shall be constructed prior to the issuance of the 75th residential building permit.
6. Community Amenities: The development shall include one tot-lot and one dog park. Locations will be determined at subsequent stages of approval and will be identified on the construction drawings. The tot-lot and dog park shall be constructed prior to the issuance of the 75th residential building permit.
7. During the preliminary subdivision stage, the developer shall offer to the Town of Rolesville approximately 0.8 acres generally located and oriented in the area labeled as “Dedicated Park Land” in the attached Exhibit 1, with the final location to be determined in the Construction Drawing process, for use as a public park. The Town of Rolesville may accept or reject the offer of dedication in its sole discretion. If the Town of Rolesville accepts dedication of the Dedicated Park Land:
- a. the area dedicated to the Town of Rolesville shall be credited to this project as active open space;
 - b. the area dedicated to the Town of Rolesville shall count toward the Town’s recreation open space dedication requirements; and
 - c. the developer shall be relieved of the obligation to construct any improvements within the Dedicated Park Land that are shown on the Concept Plan.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT B

**Fowler Road Rezoning Conditions
July 16, 2025**

Property Owner Authorization

Property Addresses: 6520 Fowler Road and 6521 Mitchell Mill Road

PINs: 1768-60-2816 and 1767-69-6199

Barbara J. Richards Date
By Samuel Albert Richards, as her attorney in fact

Barbara J. Richards Date
By Amy R. Harrison, as her attorney in fact

Fowler Road Rezoning

February 18, 2025 Neighborhood Meeting Minutes

The Applicant held a neighborhood meeting for the Fowler Road rezoning at the Village Church located at 410 Southtown Circle. The following members of the project team were in attendance to present and answer questions: Bill Harrell with Hopper Communities, Pamela Porter with TMTLA Associates, and Collier Marsh with Parker Poe. Three neighbors attended during the course of the one hour meeting.

Due to the small number of attendees, the meeting did not follow the formal presentation and question and answer format. Instead, the meeting was conversational. The applicant explained the proposed rezoning and the project. The neighbors in attendance were familiar with other nearby projects and discussed how this project fits in well with the community and development patterns. One neighbor adjacent to the property mentioned that he wanted to make sure surveyors or other construction workers stayed within the boundaries of the development site and the applicant team discussed the best ways to ensure the property lines were followed.

6520 Fowler Rd & 6521 Mitchell Mill Rd Rezoning/Annexation

2/18/25 Neighborhood Meeting Sign-In Sheet

Name

Address

Email

[illegible]



**REZ-24-04: Fowler Road
Traffic Impact Analysis**

Rolesville, North Carolina

June 12, 2025

Prepared for:

Town of Rolesville
502 Southtown Circle
Rolesville, NC 27571

Applicant:

Hopper Communities
1616 Cleveland Avenue
Charlotte, NC 28203

Prepared by:

Stantec Consulting Services Inc.
801 Jones Franklin Road
Suite 300
Raleigh, NC 27606

Sign-off Sheet

This document entitled REZ-24-04 Fowler Road Traffic Impact Analysis was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Town of Rolesville (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by Breyer Roberts
(signature)

Breyer Roberts, EI

Reviewed by Austyn Beci
(signature)

Austyn Beci, PE

Approved by Matt Peach
(signature)

Matt Peach, PE, PTOE



Table of Contents

EXECUTIVE SUMMARY	I
1.0 INTRODUCTION.....	1.1
2.0 INVENTORY OF TRAFFIC CONDITIONS	2.4
2.1 STUDY AREA	2.4
2.2 PROPOSED ACCESS	2.4
2.3 EXISTING CONDITIONS	2.4
2.4 FUTURE CONDITIONS	2.5
2.4.1 Broadmoor (aka Woodlief Assemblage)	2.5
2.4.2 The Point.....	2.6
2.4.3 Merritt Property	2.6
2.4.4 Rolesville Road at Mitchell Mill Road.....	2.7
3.0 TRIP GENERATION AND DISTRIBUTION.....	3.10
3.1 TRIP GENERATION.....	3.10
3.2 SITE TRIP DISTRIBUTION	3.10
4.0 TRAFFIC VOLUMES	4.13
4.1 DATA COLLECTION	4.13
4.2 BACKGROUND TRAFFIC GROWTH.....	4.13
4.3 ADJACENT DEVELOPMENT TRAFFIC.....	4.13
4.4 NO-BUILD TRAFFIC VOLUMES	4.15
4.5 BUILD TRAFFIC VOLUMES	4.15
5.0 CAPACITY ANALYSIS	5.21
5.1 2025 EXISTING.....	5.23
5.2 2030 NO-BUILD	5.24
5.3 2030 BUILD.....	5.26
5.4 2030 BUILD IMPROVED	5.28
6.0 RECOMMENDATIONS	6.30
7.0 REFERENCES.....	7.33
8.0 APPENDIX.....	8.33



LIST OF TABLES

Table 1: Existing Conditions	2.5
Table 2: Trip Generation	3.10
Table 3: Level of Service Criteria	5.21
Table 4: 2025 Existing Level of Service and Delay.....	5.23
Table 5: 2030 No-Build Level of Service and Delay	5.25
Table 6: 2030 Build Level of Service and Delay	5.27
Table 7: 2030 Build Improved Level of Service and Delay	5.29

LIST OF FIGURES

Figure 1: Site Location	1.2
Figure 2: Site Plan	1.3
Figure 3: 2025 Existing Lanes and Traffic Control.....	2.8
Figure 4: 2030 No-Build Lanes and Traffic Control.....	2.9
Figure 5: Trip Distribution	3.11
Figure 6: Trip Assignment	3.12
Figure 7: 2025 Existing Traffic Volumes	4.16
Figure 8: Background Traffic Growth.....	4.17
Figure 9: Adjacent Development Traffic Volumes.....	4.18
Figure 10: 2030 No-Build Traffic Volumes.....	4.19
Figure 11: 2030 Build Traffic Volumes	4.20
Figure 12: Recommended Improvements	6.32



Executive Summary

The proposed Fowler Road development (Rezoning Application 24-04) is located on the south side of Fowler Road east of the intersection of Rolesville Road and north of Mitchell Mill Road west of the intersection with Fowler Road in Rolesville, NC. The parcel is currently zoned as R-30 (Wake County). The applicant is pursuing a rezoning to a new zoning district, Rolesville Residential High Density (RH) that would allow for single-family detached dwelling units in the form of higher-density residential.

The site is anticipated to be completed in 2030 and consists of 100 units of single-family (detached) homes. Using the Institute of Transportation Engineers (ITE) Trip Generation Manual, it is estimated that at full build-out the development is expected to generate 1,010 new trips per average weekday. In the AM and PM peak hours, the development is expected to generate 74 trips (19 entering and 55 exiting) and 99 trips (63 entering and 36 exiting); respectively. Access to the site is envisioned to be provided two full-movement driveways. One along Fowler Road and another along Mitchell Mill Road.

The purpose of this report is to evaluate the proposed development in terms of traffic conditions, evaluate the ability of the adjacent roadways to accommodate the additional traffic volumes, and recommend transportation improvements needed to mitigate congestion that may result from the additional site traffic. This report presents trip generation, trip distribution, traffic analysis, and recommendations for transportation improvements needed to meet anticipated traffic demands. This report examines the following scenarios for the AM and PM peak hours:

- 2025 Existing
- 2030 No-Build
- 2030 Build
- 2030 Build Improved

Capacity analysis for the AM and PM peak hours in each scenario was performed for the following existing intersections:

- US 401 Bypass at SR 1003 (Young Street)
- US 401 Bypass at SR 1003 (Young Street) East U-Turn
- US 401 Bypass at SR 1003 (Young Street) West U-Turn
- SR 1003 (Young Street) at SR 2305 (Quarry Road)
- SR 1003 (Young Street / Rolesville Road) at Rolesville High School
- SR 1003 (Rolesville Road) at SR 2308 (Fowler Road)
- SR 1003 (Rolesville Road) at SR 2224 (Mitchell Mill Road)
- SR 2224 (Mitchell Mill Road) at SR 2308 (Fowler Road)

The results of the capacity analysis at these existing and planned intersections, in addition to the driveways, are summarized in Tables ES-1:



Table ES-1: Level of Service Summary Table

Level of Service (Delay in seconds/vehicle)	2025 Existing		2030 No-Build		2030 Build		2030 Build- Improved	
	AM	PM	AM	PM	AM	PM	AM	PM
US 401 Bypass Eastbound at Young Street	A (8.4)	A (9.7)	B (13.5)	C (22.8)	B (14.2)	C (27.6)		
US 401 Bypass Westbound at Young Street	A (9.2)	A (6.4)	C (24.5)	A (8.8)	C (25.8)	A (8.8)		
US 401 Bypass U-Turn East of Young Street	A (6.3)	A (2.9)	A (6.4)	A (2.6)	A (6.4)	A (2.6)		
US 401 Bypass U-Turn West of Young Street	A (3.4)	A (5.4)	A (4.5)	B (13.7)	A (4.6)	B (14.1)		
Young Street at Quarry Road / The Point North Driveway	F (92.2)	C (21.2)	E (57.8)	D (47.9)	E (62.6)	D (53.2)		
Rolesville Road at Rolesville HS Driveway / The Point South Driveway	F (83.6)	C (17.1)	E (71.0)	C (23.4)	E (75.0)	C (24.1)		
Rolesville Road at Fowler Road	B (11.8)	B (10.8)	B (17.1)	B (17.2)	B (17.8)	B (18.3)		
Rolesville Road at Mitchell Mill Road	C (20.2)	B (12.8)	E (63.8)	C (26.2)	E (70.5)	C (27.7)	D (47.1)	B (18.2)
Mitchell Mill Road at Fowler Road	A (9.7)	A (8.6)	B (10.9)	A (9.5)	B (10.9)	A (9.6)		
Fowler Road at Driveway A					B (10.4)	B (10.2)	B (10.4)	B (10.2)
Mitchell Mill Road at Driveway B					B (10.8)	A (9.7)	B (10.8)	A (9.7)



Signalized Intersection
 Unsignalized Intersection
 Intersection not Analyzed in Scenario
 ## Delay Exceeds 300 Seconds



Rolesville's LDO⁸, Section 8.E, establishes the following Level of Service Standards:

- 1. The traffic impact analysis must demonstrate that the proposed development would not cause build-out-year, peak-hour levels of service on any arterial or collector road or intersection within the study area to fall below Level of Service (LOS) "D," as defined by the latest edition of the Highway Capacity Manual, or, where the existing level of service is already LOS "E" that the proposed development would not cause the LOS to fall to the next lower letter grade.*
- 2. If the road segment or intersection is already LOS "F," the traffic impact analysis must demonstrate that the proposed development, with any proposed improvements, would not cause build-out year peak-hour operation to degrade more than five (5) percent of the total delay on any intersection approach.*

Based on the findings of this study, specific improvements have been identified and should be completed as part of the proposed development. Intersections where no improvements are recommended are locations that do meet the LOS Standards specified in the LDO⁸ or are not otherwise recommended. These recommendations are illustrated in Figure ES-1.

Averette Road, Young Street, and Rolesville Road Corridor Study

It is recommended that the applicant coordinate their improvements with the findings of the Averette Road, Young Street, and Rolesville Road Corridor Study to ensure consistency with future addendums to the Community Transportation Plan.

US 401 Bypass at Young Street

- No improvements are recommended at this intersection.

US 401 Bypass East U-Turn

- No improvements are recommended at this intersection.

US 401 Bypass West U-Turn

- No improvements are recommended at this intersection.

Young Street at Quarry Road

- No improvements are recommended at this intersection.

Young Street/Rolesville Road at Rolesville HS Driveway

- No improvements are recommended at this intersection.

Rolesville Road at Fowler Road

- No improvements are recommended at this intersection.



Rolesville Road at Mitchell Mill Road

- Construct an exclusive eastbound left-turn lane with 275 feet of full-width storage and appropriate taper.
- The above recommendation will require modification of the planned traffic signal.

Mitchell Mill Road at Fowler Road

- No improvements are recommended at this intersection.

Fowler Road at Driveway A

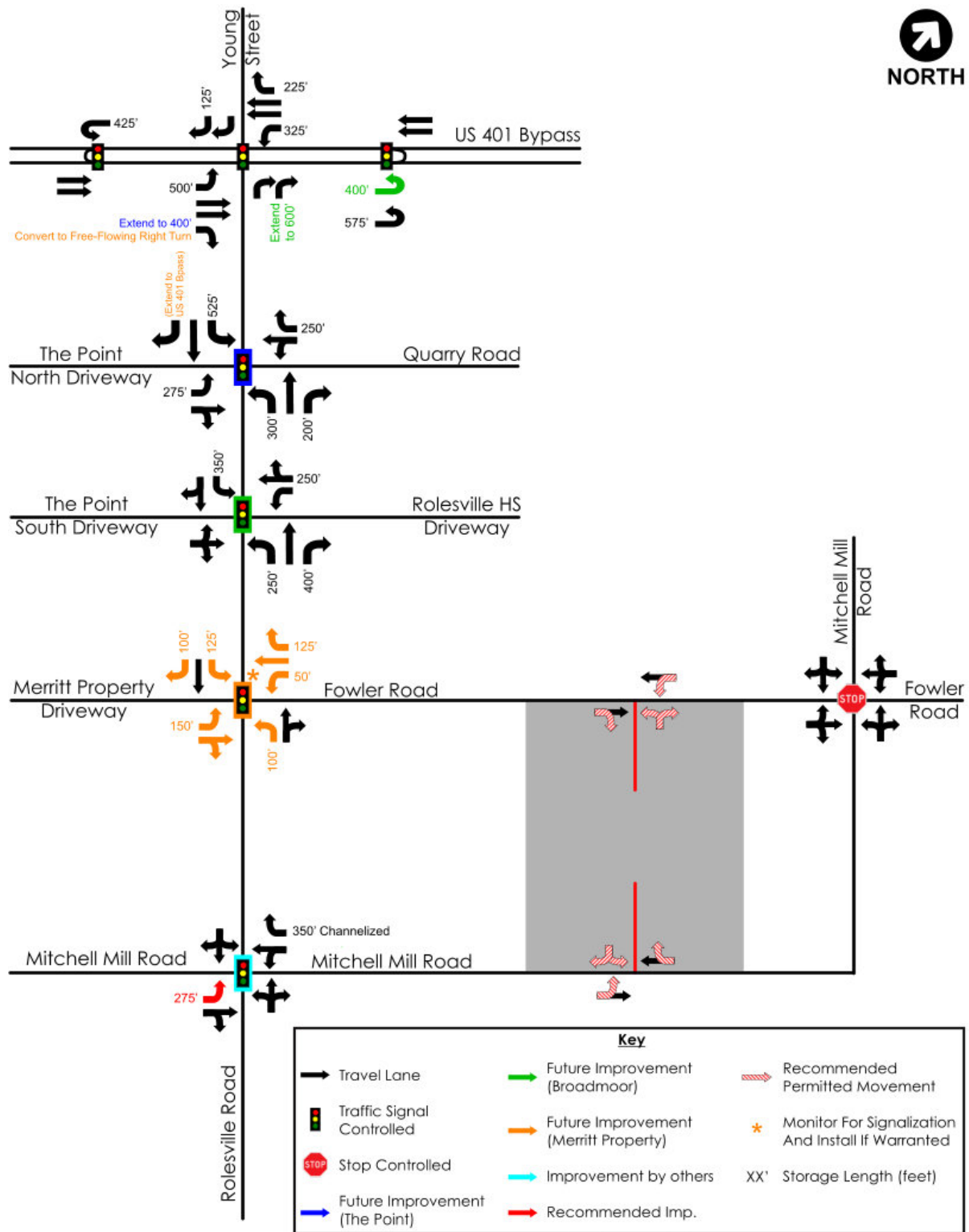
- Construct Driveway A as a full-movement access point consisting of one ingress lane and one egress lane. The egress lane shall operate as a shared left / right-turn lane.
- Traffic control is recommended to be provided by a stop sign controlling traffic exiting the proposed development.

Mitchell Mill Road at Driveway B

- Construct Driveway B as a full-movement access point consisting of one ingress lane and one egress lane. The egress lane shall operate as a shared left / right-turn lane.
- Traffic control is recommended to be provided by a stop sign controlling traffic exiting the proposed development.



Figure ES-1: Recommended Improvements



1.0 INTRODUCTION

The proposed Fowler Road development (Rezoning Application 24-04) is located on the south side of Fowler Road east of the intersection of Rolesville Road and north of Mitchell Mill Road west of the intersection with Fowler Road in Rolesville, NC. The parcel is currently zoned as R-30 (Wake County). The applicant is pursuing a rezoning to a new zoning district, Rolesville Residential High Density (RH) that would allow for single-family detached dwelling units in the form of higher-density residential.

The site location is shown in Figure 1. The site plan, prepared by TMTLA Associates, can be found in Figure 2. The traffic analysis considers future build conditions during the build-out year (2030). The analysis scenarios are as follows:

- 2025 Existing
- 2030 No-Build
- 2030 Build
- 2030 Build Improved

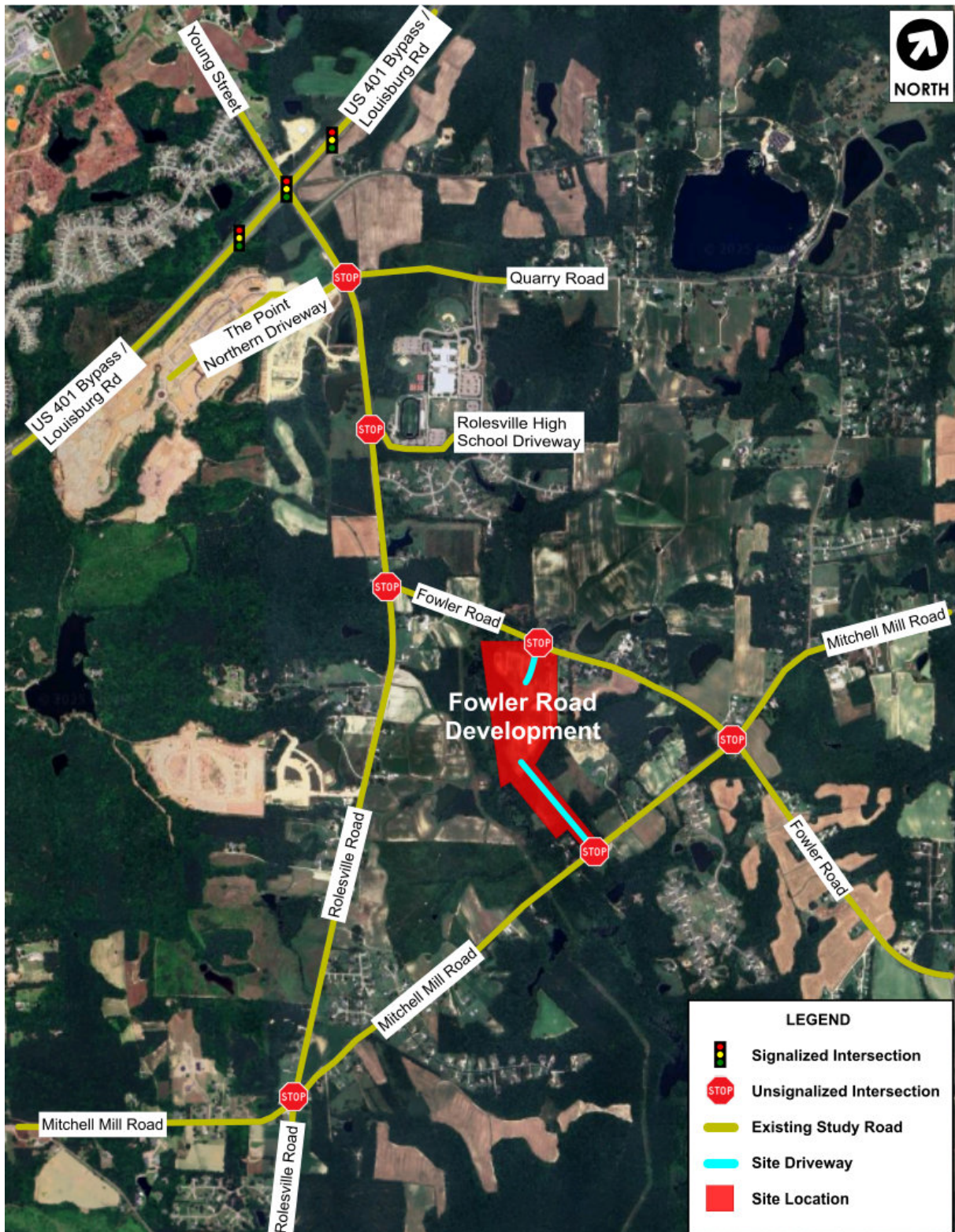
The purpose of this report is to evaluate the development in terms of projected vehicular traffic conditions, evaluate the ability of the adjacent roadways to accommodate the additional traffic, and recommend transportation improvements needed to mitigate congestion that may result from additional site traffic. This report presents trip generation, trip distribution, traffic analyses, and recommendations for improvements needed to meet anticipated traffic demands. The analysis examines the AM and PM peak hours for the aforementioned analysis scenarios.



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Introduction
June 12, 2025

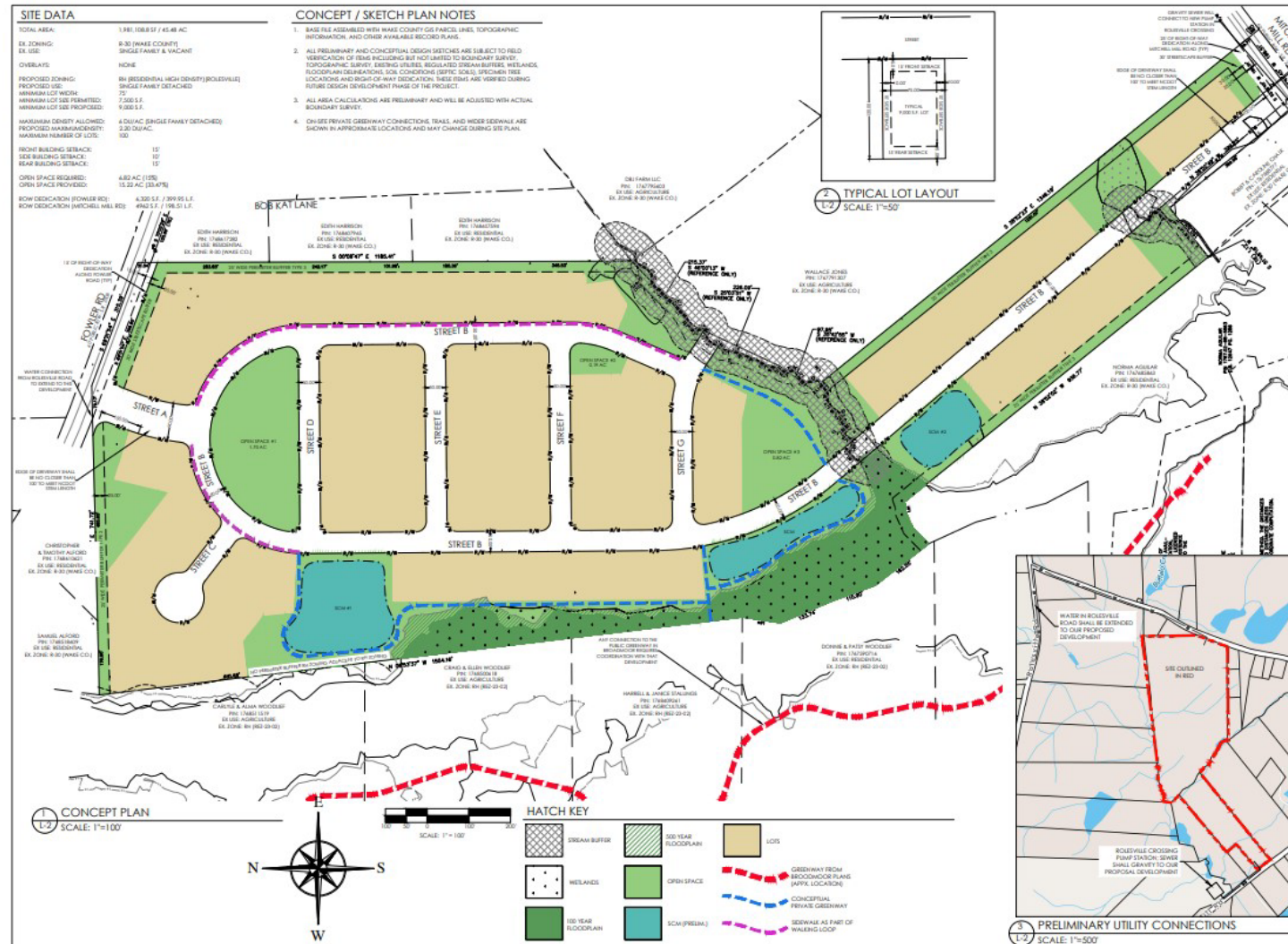
Figure 1: Site Location



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Introduction
June 12, 2025

Figure 2: Site Plan



TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
9011 SOUTHWEST DRIVE, STE 200 DALLAS, TX 75213
P: (214) 400-8888 E: info@tmtla.com

REVISIONS:

NO.	DATE	DESCRIPTION
1	06-16-2024	AS NOTED
2	06-16-2024	AS NOTED
3	06-16-2024	AS NOTED
4	06-16-2024	AS NOTED
5	06-16-2024	AS NOTED
6	06-16-2024	AS NOTED
7	06-16-2024	AS NOTED
8	06-16-2024	AS NOTED
9	06-16-2024	AS NOTED
10	06-16-2024	AS NOTED
11	06-16-2024	AS NOTED
12	06-16-2024	AS NOTED
13	06-16-2024	AS NOTED
14	06-16-2024	AS NOTED
15	06-16-2024	AS NOTED
16	06-16-2024	AS NOTED
17	06-16-2024	AS NOTED
18	06-16-2024	AS NOTED
19	06-16-2024	AS NOTED
20	06-16-2024	AS NOTED
21	06-16-2024	AS NOTED
22	06-16-2024	AS NOTED
23	06-16-2024	AS NOTED
24	06-16-2024	AS NOTED
25	06-16-2024	AS NOTED
26	06-16-2024	AS NOTED
27	06-16-2024	AS NOTED
28	06-16-2024	AS NOTED
29	06-16-2024	AS NOTED
30	06-16-2024	AS NOTED
31	06-16-2024	AS NOTED
32	06-16-2024	AS NOTED
33	06-16-2024	AS NOTED
34	06-16-2024	AS NOTED
35	06-16-2024	AS NOTED
36	06-16-2024	AS NOTED
37	06-16-2024	AS NOTED
38	06-16-2024	AS NOTED
39	06-16-2024	AS NOTED
40	06-16-2024	AS NOTED
41	06-16-2024	AS NOTED
42	06-16-2024	AS NOTED
43	06-16-2024	AS NOTED
44	06-16-2024	AS NOTED
45	06-16-2024	AS NOTED
46	06-16-2024	AS NOTED
47	06-16-2024	AS NOTED
48	06-16-2024	AS NOTED
49	06-16-2024	AS NOTED
50	06-16-2024	AS NOTED
51	06-16-2024	AS NOTED
52	06-16-2024	AS NOTED
53	06-16-2024	AS NOTED
54	06-16-2024	AS NOTED
55	06-16-2024	AS NOTED
56	06-16-2024	AS NOTED
57	06-16-2024	AS NOTED
58	06-16-2024	AS NOTED
59	06-16-2024	AS NOTED
60	06-16-2024	AS NOTED
61	06-16-2024	AS NOTED
62	06-16-2024	AS NOTED
63	06-16-2024	AS NOTED
64	06-16-2024	AS NOTED
65	06-16-2024	AS NOTED
66	06-16-2024	AS NOTED
67	06-16-2024	AS NOTED
68	06-16-2024	AS NOTED
69	06-16-2024	AS NOTED
70	06-16-2024	AS NOTED
71	06-16-2024	AS NOTED
72	06-16-2024	AS NOTED
73	06-16-2024	AS NOTED
74	06-16-2024	AS NOTED
75	06-16-2024	AS NOTED
76	06-16-2024	AS NOTED
77	06-16-2024	AS NOTED
78	06-16-2024	AS NOTED
79	06-16-2024	AS NOTED
80	06-16-2024	AS NOTED
81	06-16-2024	AS NOTED
82	06-16-2024	AS NOTED
83	06-16-2024	AS NOTED
84	06-16-2024	AS NOTED
85	06-16-2024	AS NOTED
86	06-16-2024	AS NOTED
87	06-16-2024	AS NOTED
88	06-16-2024	AS NOTED
89	06-16-2024	AS NOTED
90	06-16-2024	AS NOTED
91	06-16-2024	AS NOTED
92	06-16-2024	AS NOTED
93	06-16-2024	AS NOTED
94	06-16-2024	AS NOTED
95	06-16-2024	AS NOTED
96	06-16-2024	AS NOTED
97	06-16-2024	AS NOTED
98	06-16-2024	AS NOTED
99	06-16-2024	AS NOTED
100	06-16-2024	AS NOTED

CONCEPT PLAN
HOPPER COMMUNITIES
SCALE: 1"=100'

PRELIMINARY UTILITY CONNECTIONS
SCALE: 1"=500'

2.0 INVENTORY OF TRAFFIC CONDITIONS

2.1 STUDY AREA

Stantec coordinated with the Town of Rolesville and the North Carolina Department of Transportation (NCDOT) to determine the appropriate study area and assumptions. The following existing intersections were agreed upon to be analyzed to determine the impacts associated with this development. These intersections are shown in Figure 1.

- US 401 Bypass at SR 1003 (Young Street)
- US 401 Bypass at SR 1003 (Young Street) East U-Turn
- US 401 Bypass at SR 1003 (Young Street) West U-Turn
- SR 1003 (Young Street) at SR 2305 (Quarry Road)
- SR 1003 (Young Street / Rolesville Road) at Rolesville High School
- SR 1003 (Rolesville Road) at SR 2308 (Fowler Road)
- SR 1003 (Rolesville Road) at SR 2224 (Mitchell Mill Road)
- SR 2224 (Mitchell Mill Road) at SR 2308 (Fowler Road)

2.2 PROPOSED ACCESS

Access to the site is envisioned to be provided by one access along Fowler Road and one access along Mitchell Mill Road. The first access (Driveway A) is located approximately 2200' east of the intersection of Fowler Road and Rolesville Road. The second access (Driveway B) is located approximately 2500' west of the intersection of Mitchell Mill Road and Fowler Road.

2.3 EXISTING CONDITIONS

Table 1 provides a detailed description of the existing study area roadway network. All functional classification¹ and average annual daily traffic (AADT)² information were obtained from NCDOT.



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Inventory of Traffic Conditions
June 12, 2025

Table 1: Existing Conditions

Road Name	Road Number	Primary Cross-Section	Functional Classification ¹	AADT ² (2023)	Speed Limit (mph)	Maintenance Agency
US 401 Bypass	US 401	4-Lane Divided	Other Principal Arterial	20,000 vpd	55	NCDOT
Young Street / Rolesville Road	SR 1003	2-Lane Undivided	Minor Arterial	4,700-8,200 vpd	45	NCDOT
Quarry Road	SR 2305	2-Lane Undivided	Local Road	2,100 vpd	45	NCDOT
Rolesville High School Driveway	-	2-Lane Undivided	-	-	-	Private
Fowler Road	SR 2308	2-Lane Undivided	Major Collector	1,600 vpd	45	NCDOT
Mitchell Mill Road	SR 2224	2-Lane Undivided	Major Collector	1,800-5,300 vpd	45	NCDOT

¹TWTL = Continuous Two-Way Left-Turn Lane

The existing lane configuration and traffic control for the study area intersections are illustrated in Figure 3.

2.4 FUTURE CONDITIONS

The following sub-sections discuss the projects that are anticipated to modify the study area intersections between 2025 and the future year 2030. The future year lane configuration and traffic control for the study area intersections are illustrated in Figure 4.

2.4.1 Broadmoor (aka Woodlief Assemblage)

The following improvements are currently proposed to be implemented in association with the development of the Broadmoor site:

US 401 Bypass at Young Street

- Extend the northbound right-turn lane from 250 feet of full-width storage to 600 feet of full-width storage and appropriate taper.
- Restripe eastern Young Street U-turn location to provide a second eastbound U-turn Lane with 400 feet of full-width storage and appropriate taper.

Young Street at Rolesville HS Driveway / The Point South Driveway

- Monitor the intersection for the installation of a traffic signal. When signalized, the westbound approach should be striped as an exclusive left-turn lane with a shared thru/right-turn storage lane to avoid the use of split-phasing.
- This report assumes that a traffic signal will be installed and operational in the future year of 2028.



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Inventory of Traffic Conditions
June 12, 2025

A copy of the TIA is contained in the Appendix. The Broadmoor development is discussed in more detail in Section 4.3.2

2.4.2 The Point

The following improvements are currently proposed to be implemented in association with the development of The Point:

US 401 Bypass at Young Street

- Extend the existing eastbound right-turn lane to 400 feet of full-width storage and appropriate taper.

Young Street at Quarry Road / The Point North Driveway

- Construct the North Driveway as a full-movement driveway onto Young Street across from Quarry Road.
- Construct the North Driveway with one ingress lane and one egress lane with an exclusive eastbound left-turn lane with 275 feet of full-width storage and appropriate taper.
- Construct a northbound left-turn lane with 300 feet of full-width storage and appropriate taper.
- Construct a northbound right-turn lane with 200 feet of full-width storage and appropriate taper.
- Construct a southbound right-turn lane with 300 feet of full-width storage and appropriate taper.
- Restripe the existing lane on westbound Quarry Road to a shared thru/left-turn lane.
- Install a traffic signal at the intersection.

Young Street at Rolesville High School Driveway / The Point South Driveway

- Construct the South Driveway as a full-movement driveway onto Young Street across from the Rolesville High School Driveway.
- Construct the North Driveway with one ingress lane and one egress lane.
- Construct a northbound left-turn lane with 250 feet of full-width storage and appropriate taper.

A copy of the TIA is contained in the Appendix. The Point development is discussed in more detail in Section 4.3.5.

2.4.3 Merritt Property

The following improvements are currently proposed to be implemented in association with the development of the Merritt Property:

US 401 Bypass at Young Street

- Modify the eastbound right-turn such that the movement is a free-flowing right-turn from the US 401 Bypass onto southbound Young Street.

Rolesville Road at Fowler Road

- Extend Fowler Road from its current terminus at Rolesville Road to the west as shown on the site plan.
- Modify the existing intersection to provide full-movement access from eastbound Fowler Road onto Rolesville Road.
- Provide adequate sight distance for the eastbound approach of Fowler Road at the intersection.
- Provide signing and striping such that the intersection operates as a two-way stop-controlled intersection. However, the intersection is recommended to be evaluated against the warrants for the installation of a traffic



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Inventory of Traffic Conditions

June 12, 2025

signal as outlined in the Manual on Uniform Traffic Control Devices. If warranted and approved by NCDOT, a traffic signal is recommended to be installed at the intersection.

- Construct an exclusive southbound left-turn lane with 125 feet of full-width storage and appropriate taper.
- Construct an exclusive southbound right-turn lane with 100 feet of full-width storage and appropriate taper.
- Construct an exclusive northbound left-turn lane with 100 feet of full-width storage and appropriate taper.
- Construct an exclusive eastbound left-turn lane with 150 feet of full-width storage and appropriate taper.
- Construct an exclusive westbound left-turn lane with 50 feet of full-width storage and appropriate taper.
- Construct an exclusive westbound left-turn lane with 125 feet of full-width storage and appropriate taper.

It should be noted that this report assumes that the traffic signal planned for the intersection of Rolesville Road at Fowler Road is installed and operational in all future year (i.e. 2030) analysis scenarios. A copy of the TIA as well as NCDOT Congestion Management's recommendations is contained in the Appendix.

2.4.4 Rolesville Road at Mitchell Mill Road

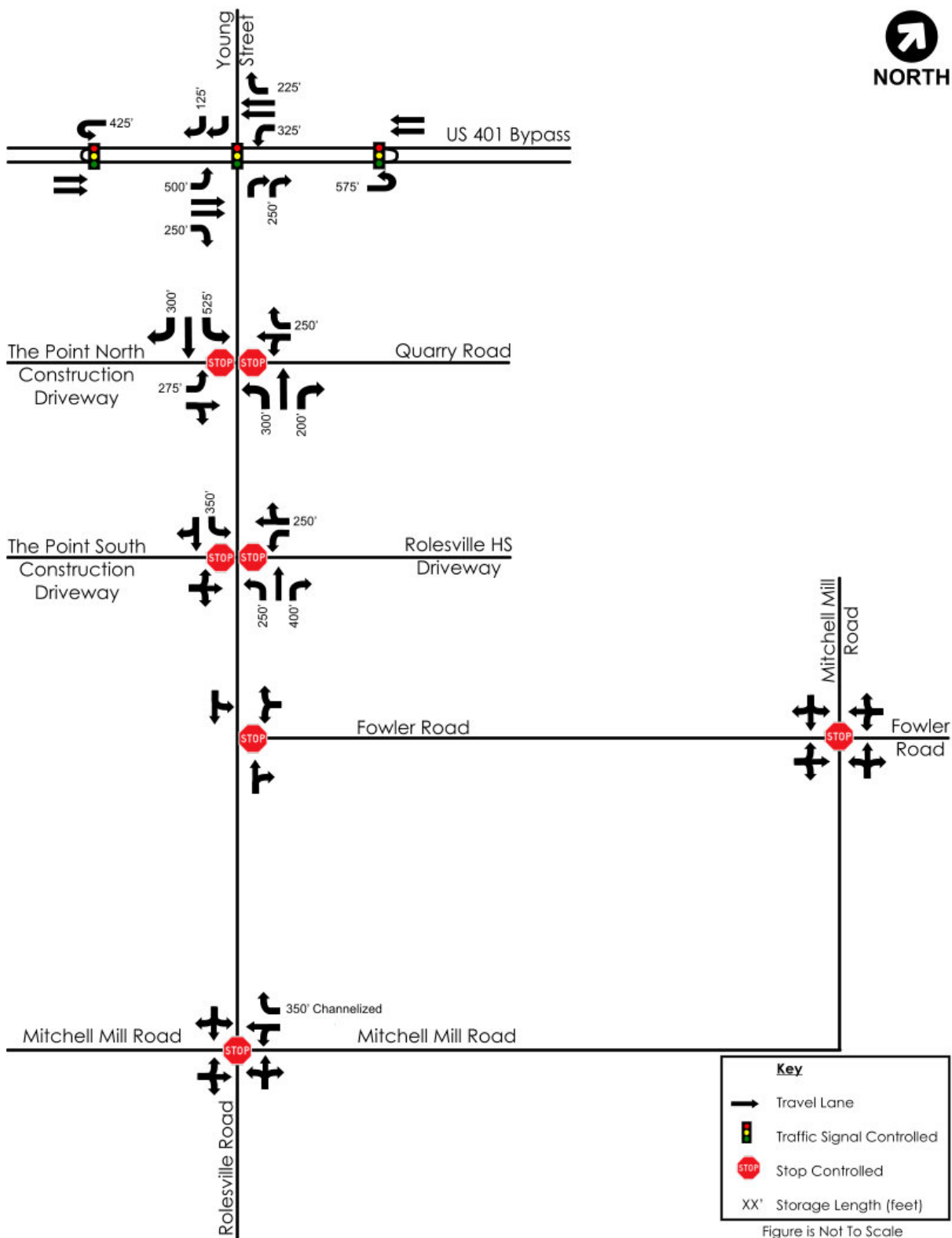
Currently, several developments along the Young Street / Rolesville Road corridor have committed to monitoring the intersection of Rolesville Road at Mitchell Mill Road for the installation of a traffic signal. When warranted, a traffic signal will be installed at the intersection. This report assumes that a traffic signal is installed and operational in the future year of 2028.



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Inventory of Traffic Conditions
June 12, 2025

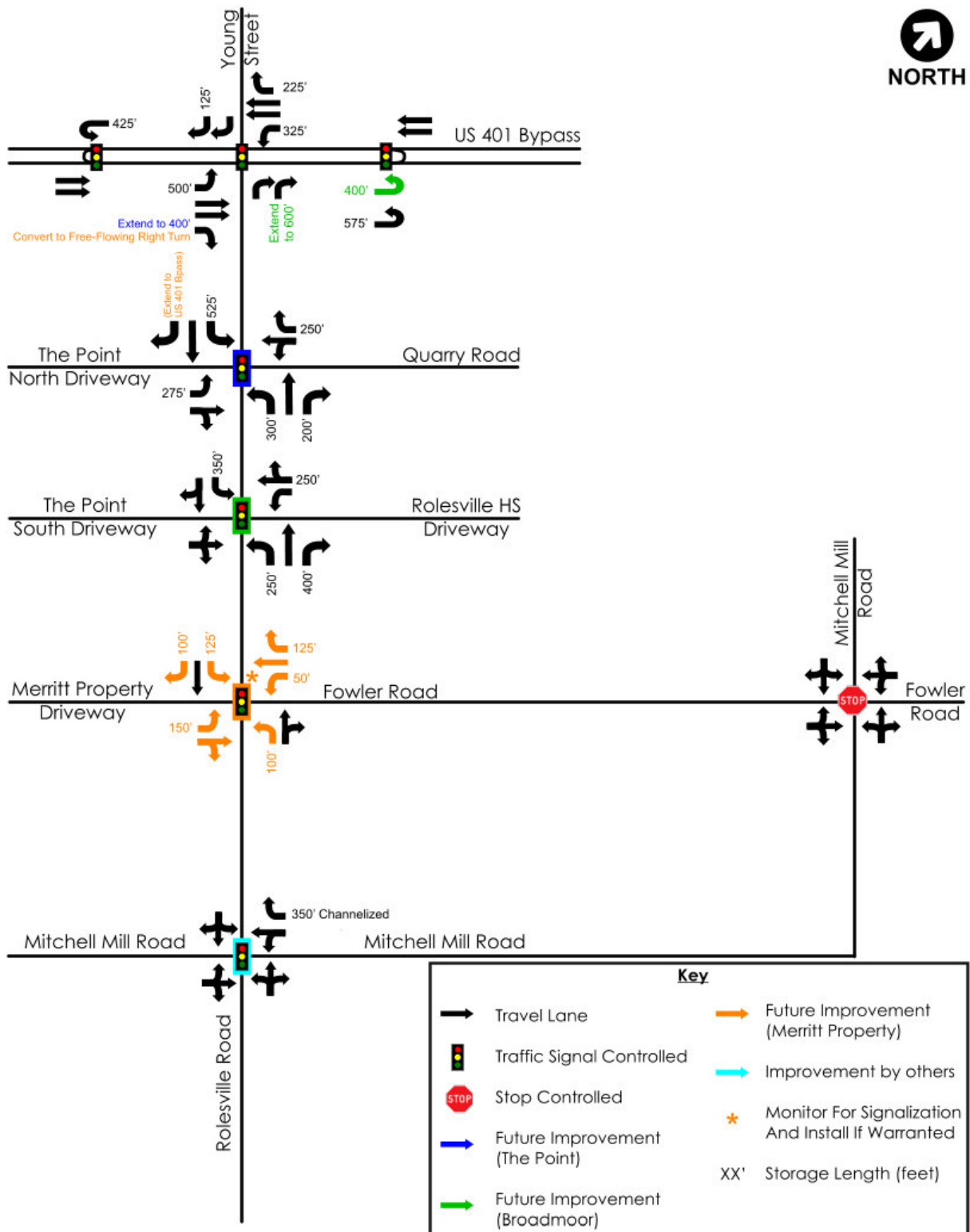
Figure 3: 2025 Existing Lanes and Traffic Control



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Inventory of Traffic Conditions
June 12, 2025

Figure 4: 2030 No-Build Lanes and Traffic Control



3.0 TRIP GENERATION AND DISTRIBUTION

3.1 TRIP GENERATION

Trip generation for the proposed development was performed using the 11th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual³. The Rate Versus Equation spreadsheet published by NCDOT⁴ was used to supplement the ITE methodology. Trip generation for the proposed development is shown in Table 2.

Table 2: Trip Generation

Land Use	Size (DU)	Daily	AM Peak			PM Peak		
		Total	Total	Enter	Exit	Total	Enter	Exit
Single-Family Resident (LUC 210)	100	1010	74	19	55	99	63	36
Total Trips Generated		1010	74	19	55	99	63	36

3.2 SITE TRIP DISTRIBUTION

To accurately determine the effect of the proposed development on the surrounding roadway network, an estimate of the expected distribution of traffic entering and exiting the site is needed. These percentages were developed using a combination of existing traffic volume counts, historic AADTs provided by NCDOT, and engineering judgment. This trip distribution was submitted as part of NCDOT's TIA Scoping Checklist contained in the Appendix. All traffic volume calculations can be found in the Appendix.

- 20% to/from the west on US 401 Bypass
- 15% to/from the north on Young Street
- 15% to/from the east on US 401 Bypass
- 5% to/from the east on Fowler Road
- 5% to/from the east on Mitchell Mill Road
- 10% to/from the south on Rolesville Road
- 30% to/from the west on Mitchell Mill Road

The trip distribution for the proposed development is shown in Figure 5. The trip assignment is shown in Figure 6.



Figure 5: Trip Distribution

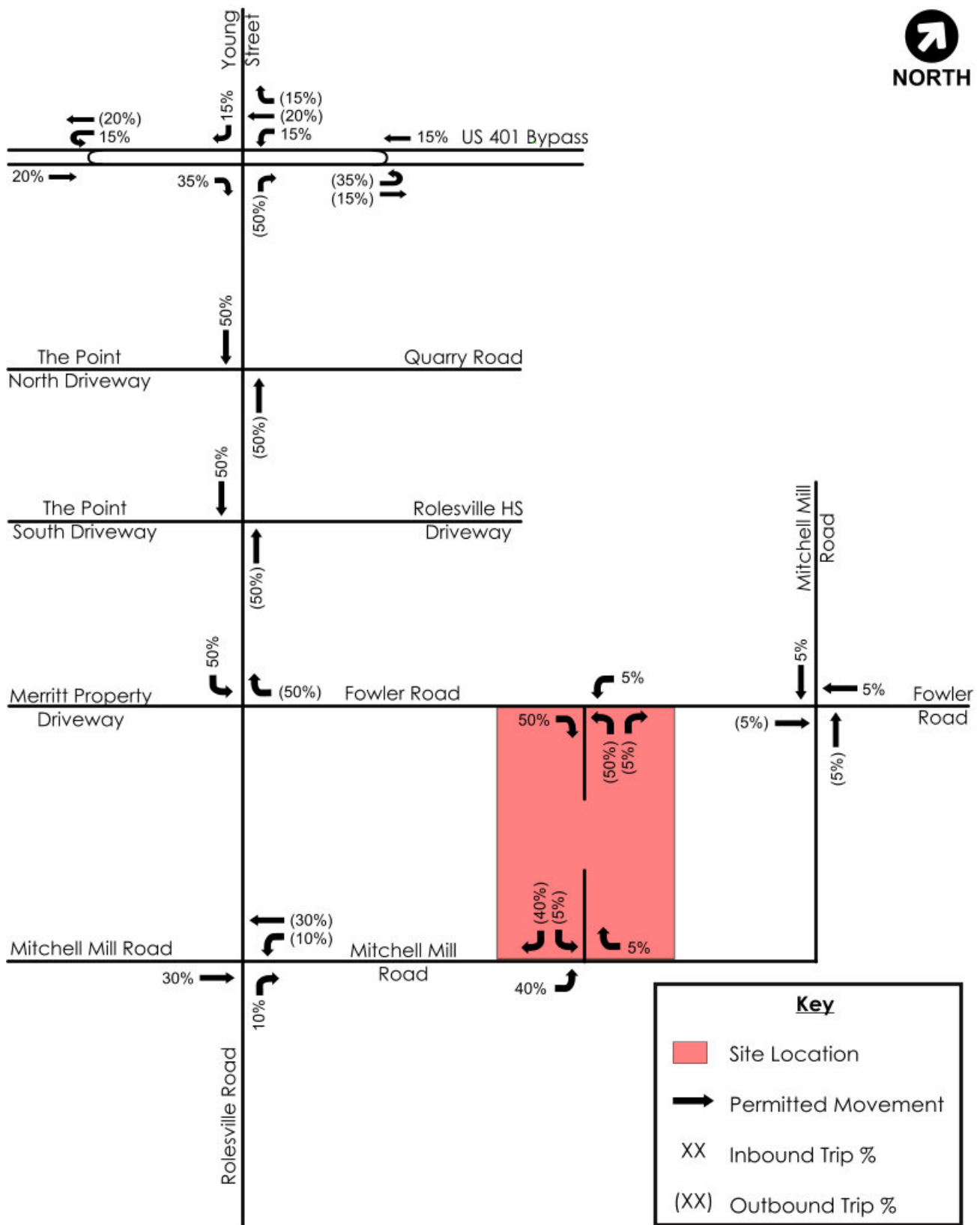
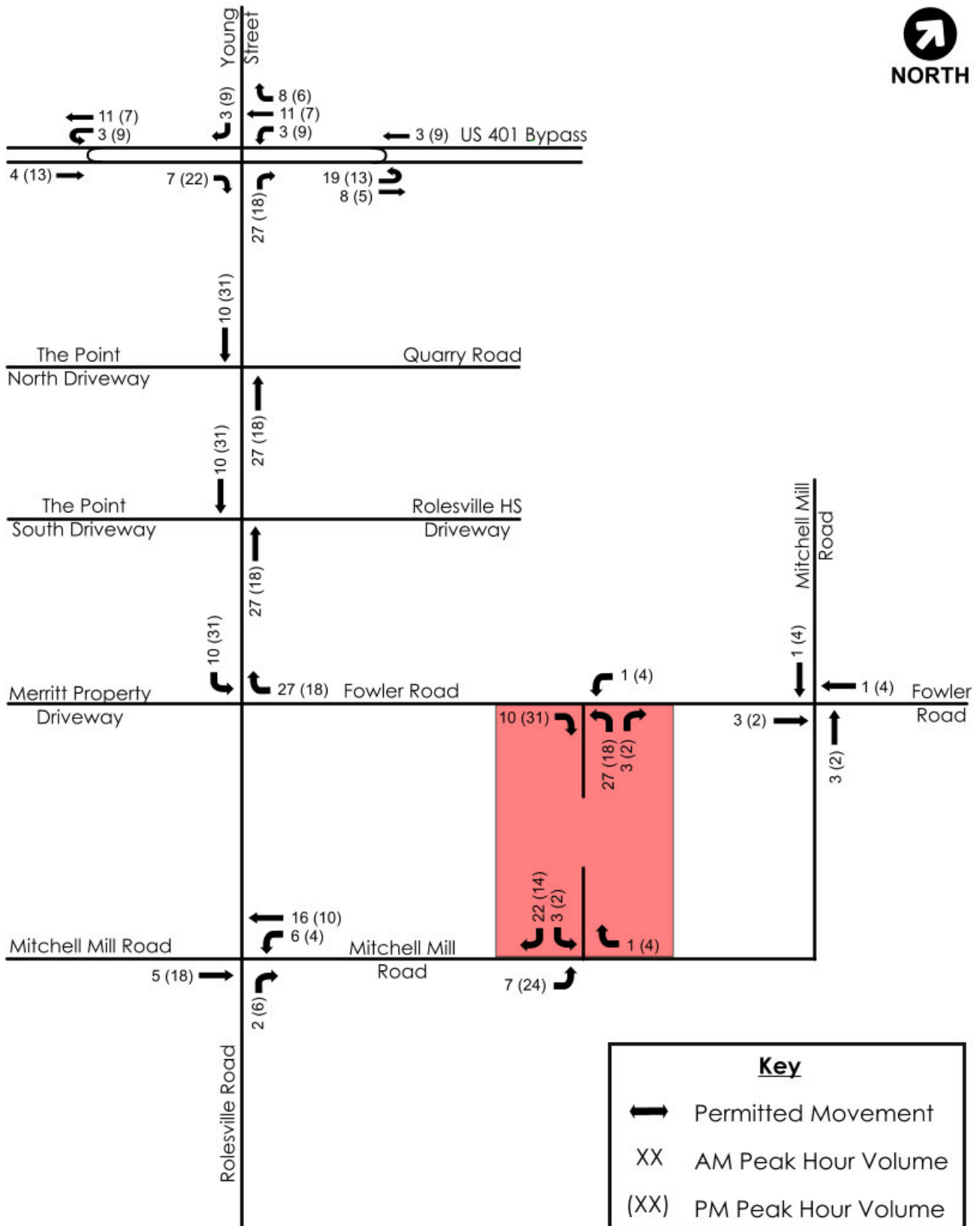


Figure 6: Trip Assignment



4.0 TRAFFIC VOLUMES

All traffic volume calculations can be found in the Appendix.

4.1 DATA COLLECTION

Morning (6:30 – 9:00 AM) and evening (4:00 – 6:00 PM) turning movement counts were taken at the study intersections on Wednesday, April 9, 2025, while schools were in session. Traffic counts were not balanced due to the distance between study intersections and the number of driveways between them. The 2025 existing traffic volumes are shown in Figure 7. All traffic count data can be found in the appendix.

4.2 BACKGROUND TRAFFIC GROWTH

Background traffic growth is the increase in traffic volumes due to usage growth and non-specific growth throughout the area. The 2025 counts were grown by a 2.0 percent annual rate to estimate the 2030 volumes. The growth in vehicles because of this future traffic growth is shown in Figure 10.

4.3 ADJACENT DEVELOPMENT TRAFFIC

There are nine (9) developments proposed to be constructed within and nearby the study area: 1216 Rolesville Road, Broadmoor, Kalas Falls, Merritt Property, Rolesville Crossing, Rolesville Town Campus, The Point, The Preserve at Moody Farm, and Tucker-Wilkins. The total trips associated with these developments are shown in Figure 11. The following subsections highlight salient data for each of the approved developments.

4.3.1 1216 Rolesville Road

1216 Rolesville Road is a mixed-use development project located along the west side of Rolesville Road between Rolesville High School and Fowler Road. The proposed development is expected to consist of 68 units of single-family attached housing and 30,000 square feet of retail. The development is anticipated to be fully built-out by 2029. A copy of the traffic study prepared by Ramey Kemp Associates, can be found in the Appendix.

4.3.2 Broadmoor (fka Woodlief Assemblage)

Broadmoor is a residential development project located along the east side of Rolesville Road between Fowler Road and Mitchell Mill Road. The proposed development is expected to consist of 158 units of single-family detached housing and 95 units of multifamily housing. The development is anticipated to be fully built-out by 2029. The improvements associated with the Broadmoor development are discussed in Section 2.4.1. A copy of the traffic study prepared by Stantec, can be found in the Appendix.

4.3.3 Kalas Falls

Kalas Falls is a residential development project located along the west side of Rolesville Road between Fowler Road and Mitchell Mill Road. The proposed development is expected to consist of 487 units of single-family detached



Traffic Volumes
June 12, 2025

housing and 108 units of low-rise multifamily housing. The development is currently under construction and not yet completed. A copy of the traffic study prepared by Stantec, can be found in the Appendix.

4.3.4 Merritt Property

The Merritt Property is a mixed-use development along the west side of Rolesville Road near the intersection with Fowler Road. The proposed development is expected to consist of 227 units of senior adult single-family (detached) homes, 278 units of senior adult multi-family (attached) homes, 21,000 square feet of retail, and a 15,000 square foot pharmacy with a drive thru. The development is anticipated to be fully built-out by 2028. A copy of the traffic study prepared by Stantec, can be found in the Appendix.

4.3.5 Rolesville Crossing

Rolesville Crossing is a residential development project located in the northeast quadrant of the intersection of Rolesville Road and Mitchell Mill Road. The proposed development is expected to consist of 233 units of single-family detached housing and 125 units of low-rise multifamily housing. The development is anticipated to be fully built-out by 2026. A copy of the traffic study prepared by Ramey Kemp & Associates, Inc., can be found in the Appendix.

4.3.6 Rolesville Town Campus

Rolesville Town Campus is a mixed-use development project located on the west side of Young Street north of the intersection of Young Street and US 401 Bypass. The proposed development is expected to consist of multiple government buildings including a 34,000 square-foot town hall, a 26,200 square-foot police station, a 23,900 square-foot fire station, 22,500 square-foot community center, and a 12,000 square-foot county library. The development is anticipated to be fully built-out by 2030. A copy of the traffic study prepared by Stantec, can be found in the Appendix.

4.3.7 The Point

The Point is a proposed mixed-use development project located along the west side of Young Street near the US 401 Bypass. The proposed development is expected to consist of up to 621 units of single-family detached housing, 320 units of low-rise multifamily housing, and 112,800 square-feet of retail space. The development is expected to be built in phases and is currently under construction and not yet completed. The improvements associated with The Point development are discussed in Section 2.4.2. A copy of the traffic study prepared by Kimley-Horn and Associates, can be found in the Appendix.

4.3.8 The Preserve at Moody Farm

Moody Farm is a residential development project located along the west side of Rolesville Road between Fowler Road and Mitchell Mill Road. The proposed development is expected to consist of 82 units of single-family detached housing. The development is anticipated to be fully built-out by 2028. A copy of the traffic study prepared by Stantec, can be found in the Appendix.



4.3.9 Tucker-Wilkins

The Tucker-Wilkins property is a residential development project located along the west side of Rolesville Road between Fowler Road and Mitchell Mill Road. The proposed development is expected to consist of 27 units of single-family detached housing and 64 units of low-rise multifamily housing. The development is anticipated to be fully built-out by 2028. A copy of the traffic study prepared by Stantec, can be found in the Appendix.

4.4 NO-BUILD TRAFFIC VOLUMES

The 2030 No-Build traffic volumes consist of the sum of the 2025 Existing traffic volumes (Figure 7), the Background traffic growth (Figure 8), and the adjacent development growth (Figure 9). The 2030 No-Build traffic volumes are shown in Figure 10.

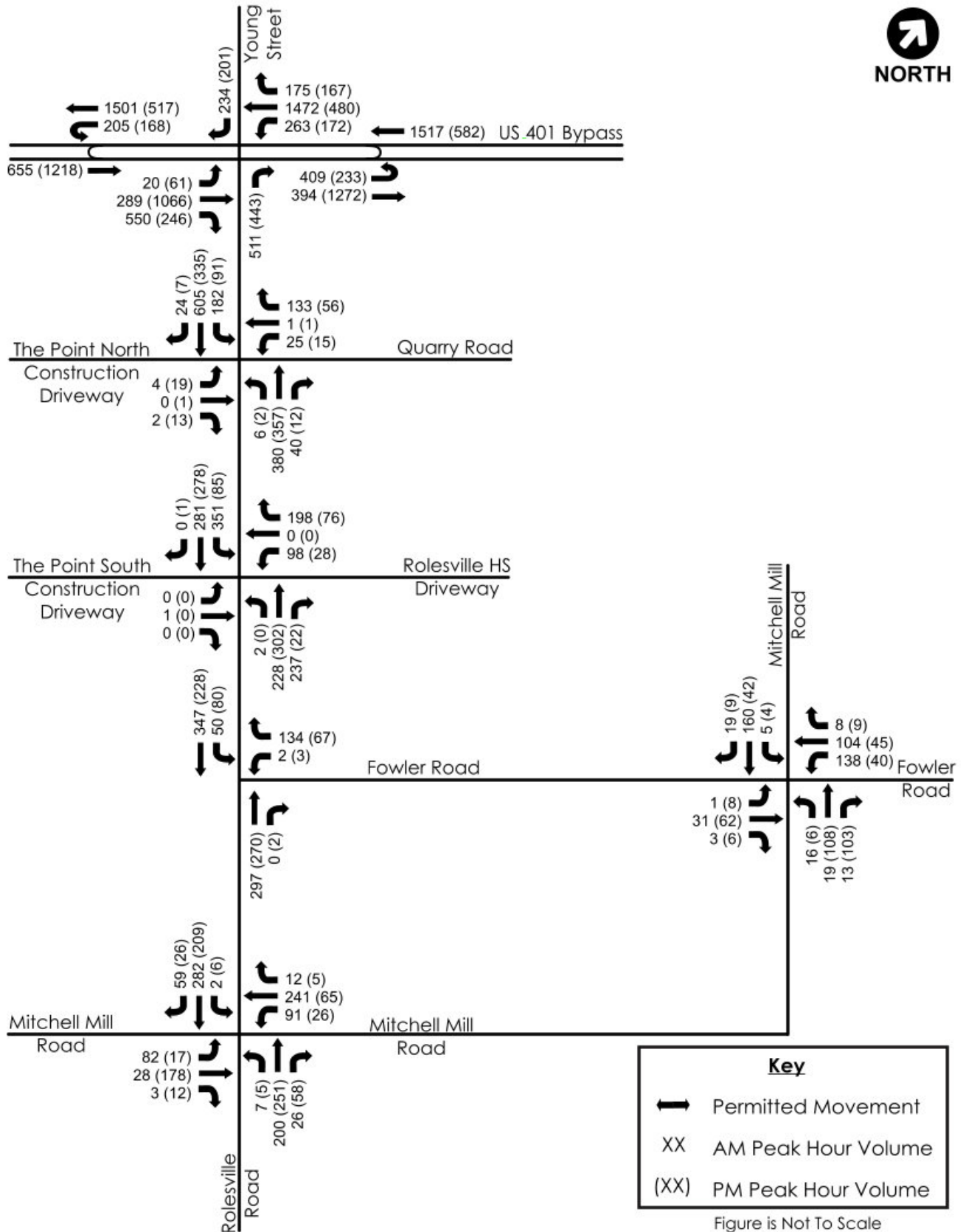
4.5 BUILD TRAFFIC VOLUMES

The 2029 Build traffic volumes include the 2029 No-Build traffic and the proposed development traffic discussed in Section 3.0. The 2030 Build traffic volumes are shown in Figure 11.



Traffic Volumes
June 12, 2025

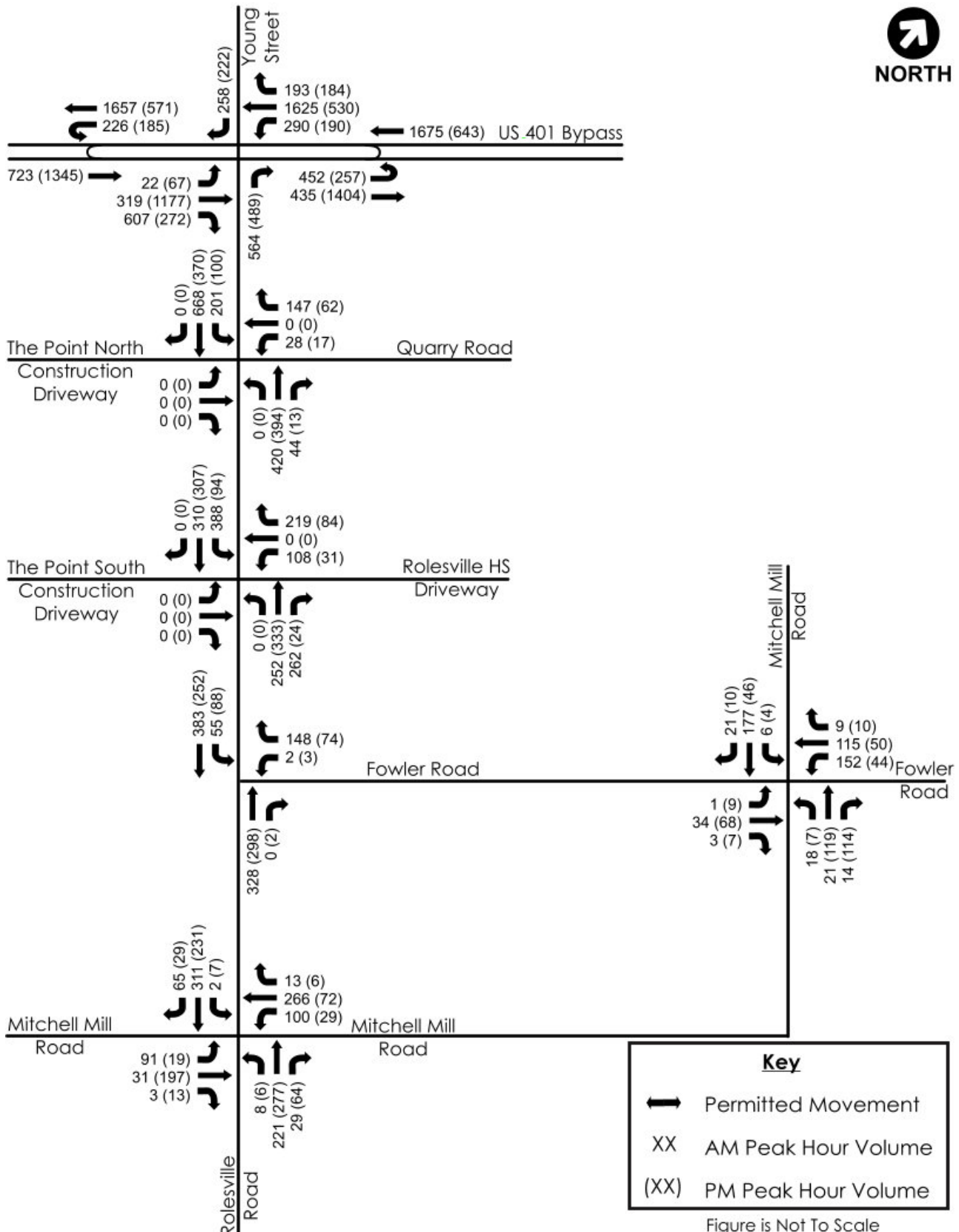
Figure 7: 2025 Existing Traffic Volumes



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

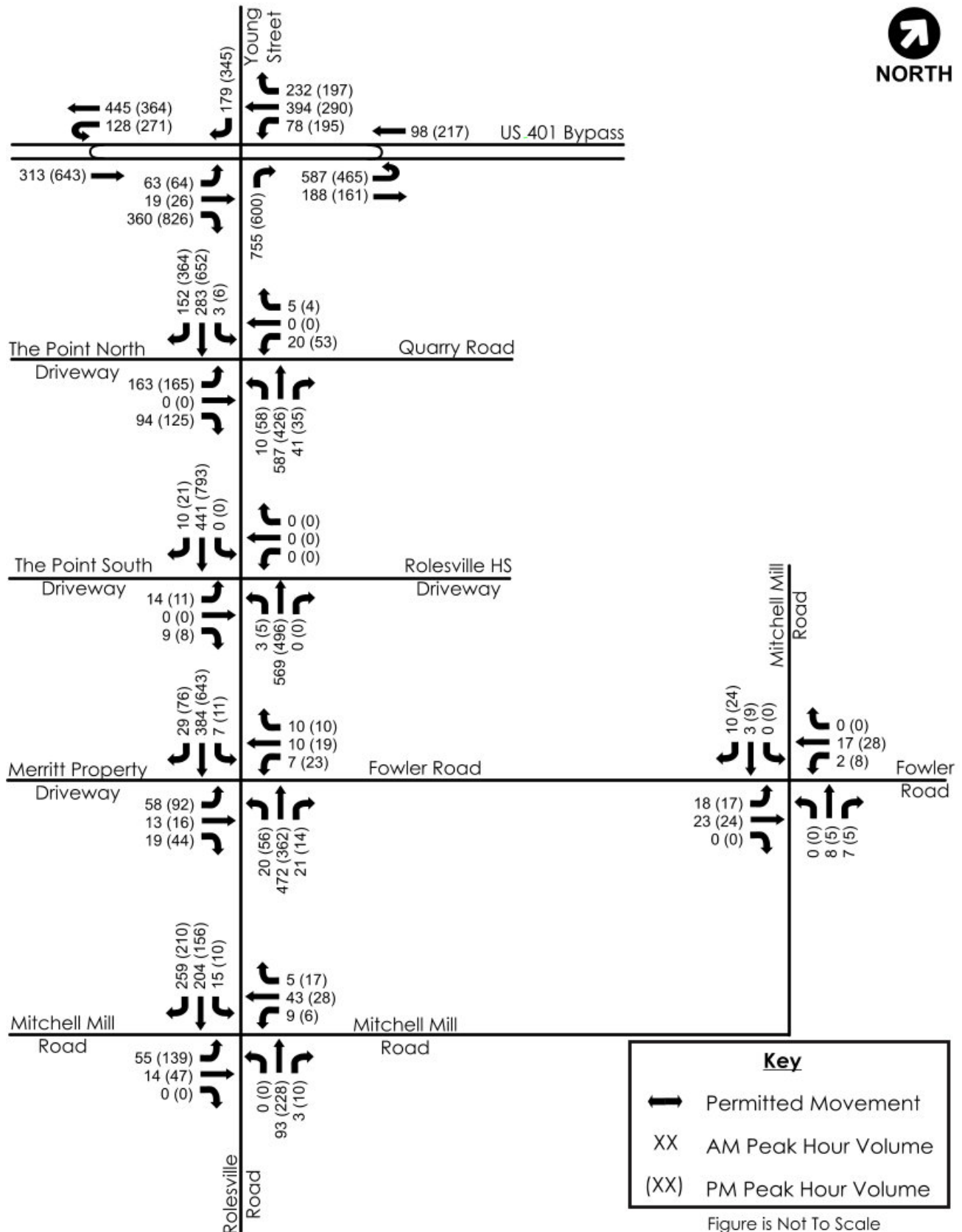
Traffic Volumes
June 12, 2025

Figure 8: Background Traffic Growth



Traffic Volumes
June 12, 2025

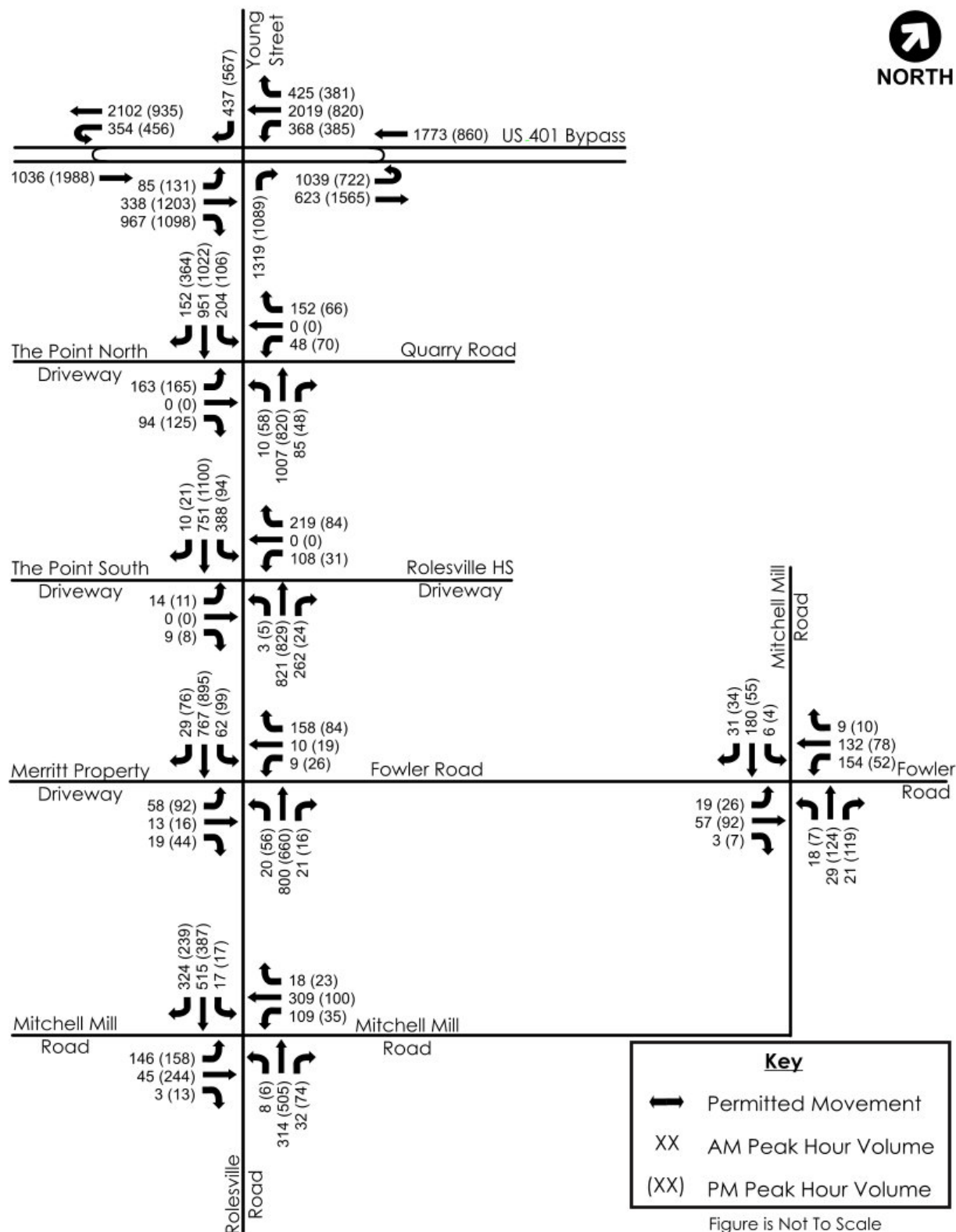
Figure 9: Adjacent Development Traffic Volumes



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Traffic Volumes
June 12, 2025

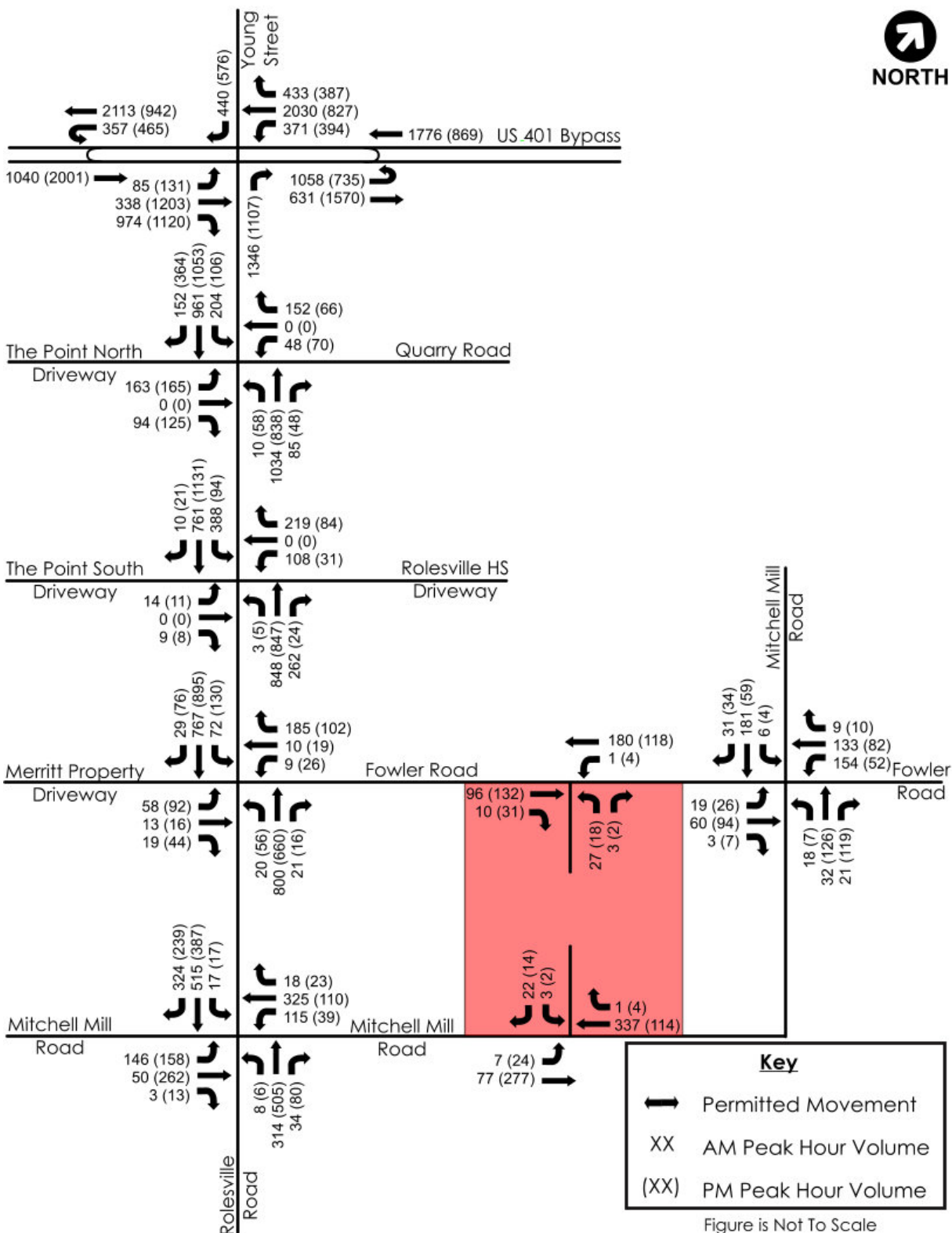
Figure 10: 2030 No-Build Traffic Volumes



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Traffic Volumes
June 12, 2025

Figure 11: 2030 Build Traffic Volumes



5.0 CAPACITY ANALYSIS

Capacity analyses were performed for the roadway network in the study area. The traffic analysis program Synchro Version 11 was used to analyze all signalized and stop-controlled intersections according to methods put forth by the Transportation Research Board's Highway Capacity Manual⁶ (HCM). The HCM defines capacity as the "maximum rate or flow at which persons or vehicles can be reasonably expected to traverse a point or uniform section of a line or roadway during a specified period under prevailing roadway, traffic, and control conditions, usually expressed as vehicles per lane per hour."

Level of service (LOS) is a term used to describe different traffic conditions and is defined as a "qualitative measure describing operational conditions within a traffic stream, and their perception by motorists or passengers." LOS varies from Level A, representing free flow, to Level F where traffic breakdown conditions are evident. At an unsignalized intersection, the primary traffic on the main roadway is uninterrupted. Therefore, the overall delay for the intersection is usually less than what is calculated for minor street movements. The overall intersection delay and the delay for the intersections' minor movement(s) are reported in the summary tables of this report. LOS D is acceptable for signalized intersections in suburban areas during peak periods. For unsignalized intersections, it is common for some of the minor street movements or approaches to be operating at LOS F during peak hour conditions and that is not necessarily indicative of an area that requires improvements.

Capacity analyses were completed following *NCDOT Capacity Analysis Guidelines*⁶ as well as the *Draft NCDOT Capacity Analysis Guidelines Best Practices*⁷. Table 3 presents the criteria of each LOS as indicated in the HCM.

Table 3: Level of Service Criteria

Level of Service (LOS)	Signalized Intersection Control Delay (seconds/vehicle)	Unsignalized Intersection Control Delay (seconds/vehicle)
A	≤ 10	≤ 10
B	>10 and ≤ 20	>10 and ≤ 15
C	>20 and ≤ 35	>15 and ≤ 25
D	>35 and ≤ 55	>25 and ≤ 35
E	>55 and ≤ 80	>35 and ≤ 50
F	>80	>50

The Town of Rolesville's Land Development Ordinance (LDO)⁸, Section 8.E, establishes the following Level of Service Standards:

1. *The traffic impact analysis must demonstrate that the proposed development would not cause build-out-year, peak-hour levels of service on any arterial or collector road or intersection within the study area to fall below Level of Service (LOS) "D," as defined by the latest edition of the Highway Capacity Manual, or, where the existing level of service is already LOS "E" that the proposed development would not cause the LOS to fall to the next lower letter grade.*



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Capacity Analysis

June 12, 2025

2. *If the road segment or intersection is already LOS "F," the traffic impact analysis must demonstrate that the proposed development, with any proposed improvements, would not cause build-out year peak-hour operation to degrade more than five (5) percent of the total delay on any intersection approach.*










All Synchro files and detailed printouts can be found in the Appendix.



5.1 2025 EXISTING

In the base year, under the existing geometric conditions, the eastbound left-turn and westbound left/thru from Quarry Road and the westbound left-turn from Rolesville High School onto Rolesville Road operate at LOS F in the AM peak hour. The remaining study area intersections and movements operate at an acceptable level in both peak hours. The results from the 2025 Existing analysis are shown in Table 4. Instances where the overall intersection or lane group operate at LOS F are highlighted in the table.

Table 4: 2025 Existing Level of Service and Delay

Intersection		Approach	Lane Group	Delay (sec./veh.)		Level of Service (LOS)		95th % Queue (feet)		Max. Obs. Queue (feet)	
				AM	PM	AM	PM	AM	PM	AM	PM
	US 401 Bypass Eastbound at Young Street	Overall		8.4	9.7	A	A				
		EB	T	8.7	7.2	A	A	58	108	98	185
			R	1.3	0.2	A	A	12	0	222	13
		NB	R	20.2	24.6	C	C	125	134	256	219
		WB	L	0.1	0.1	A	A	0	0	185	168
	US 401 Bypass Westbound at Young Street	Overall		9.2	6.4	A	A				
		WB	T	7.4	2.1	A	A	159	17	285	107
			R	0.1	0.1	A	A	0	0	0	0
		EB	L	0	0	A	A	0	0	52	84
		SB	R	28.2	23.5	C	C	85	67	230	166
	US 401 U-Turn East of Young Street	Overall		6.3	2.9	A	A				
		WB	T	7.6	4	A	A	214	55	314	104
		EB	U	1.4	0.1	A	A	25	0	474	154
	US 401 U-Turn West of Young Street	Overall		3.4	5.4	A	A				
		EB	T	4.2	6	A	A	63	145	78	107
		WB	U	1.0	0.6	A	A	7	2	140	161
	Young Street at Quarry Road	NB	L	9.2	8	A	A	0	0	7	7
		EB	L	177.9	28.8	F	D	13	10	30	40
			TR	49.3	12.7	E	B	8	3	29	28
		WB	LT	218.2	25	F	D	73	8	48	19
			R	12.4	11.1	B	B	23	8	62	26
		SB	L	9	8.4	A	A	18	8	98	64
	Rolesville Road at Rolesville HS Driveway	NB	L	7.9	7.9	A	A	0	0	15	16
		EB	LTR	44.2	17.1	E	C	10	3	38	34
		WB	L	230	20.7	F	C	188	10	104	52
			TR	12.6	11.4	B	B	35	13	117	74
		SB	L	8.9	8.2	A	A	33	8	90	52
	Rolesville Road at Fowler Road	WB	LR	11.8	10.8	B	B	23	10	63	36
		SB	LT	8.1	8.1	A	A	3	5	84	92
	Rolesville Road at Mitchell Mill Road	NB	LTR	15.4	13.9	C	B	63	75	102	112
		EB	LTR	12.9	12.6	B	B	25	45	76	103
		WB	LT	25.7	11.1	D	B	145	18	242	70
			R	9.1	8.7	A	A	3	0	0	0
		SB	LTR	20.9	12.3	C	B	123	50	245	124
	Mitchell Mill Road at Fowler Road	NB	LTR	8.3	8.8	A	A	5	28	49	80
		EB	LTR	8.2	8.3	A	A	5	10	42	61
		WB	LTR	10.4	8.5	B	A	43	13	77	49
		SB	LTR	9.5	8	A	A	28	5	79	53

*Maximum queue extends off the SimTraffic network and may be longer than recorded



Intersection or Lane Group Operates at LOS E

Intersection of Lane Group Operates at LOS F

5.2 2030 NO-BUILD

In the 2030 No-Build conditions, the analysis assumes the improvements associated with the adjacent developments are constructed. These improvements are discussed in Section 2.4. Synchro LOS and delay results for the 2030 No-Build analysis scenario are listed in Table 5. Instances where the overall intersection or lane group operate at LOS E or F are highlighted in the table.

In the future year of 2030 without the proposed development in-place, the intersections along the US 401 Bypass and the signalized intersection of Rolesville Road at Fowler Road operate at an acceptable overall LOS, whereas all other signalized intersections operate at LOS E. Observation of the simulation runs showed lengthy queues along northbound Rolesville Road/Young Street in the AM peak hour and southbound Rolesville Road/Young Street in the PM peak hour. The following movements operate at LOS F in the AM and/or PM peak hours:

- Young Street at Quarry Road / The Point North Driveway – northbound thru (AM Peak)
- Young Street at Quarry Road / The Point North Driveway – southbound left (AM Peak)
- Rolesville Road at Rolesville HS Driveway / The Point South Driveway – northbound thru (AM Peak)
- Rolesville Road at Rolesville HS Driveway / The Point South Driveway – southbound left (AM Peak)
- Rolesville Road & Mitchell Mill Road – eastbound left-thru-right (AM Peak)



Table 5: 2030 No-Build Level of Service and Delay

Intersection		Approach	Lane Group	Delay (sec./veh.)		Level of Service (LOS)		95th % Queue (feet)		Max. Obs. Queue (feet)	
				AM	PM	AM	PM	AM	PM	AM	PM
	US 401 Bypass Eastbound at Young Street	Overall		13.5	22.8	B	C				
		EB	T	19.8	26.3	B	C	60	320	852	863
			R	6.8	6.6	A	A	529	349	460	460
		NB	R	20.6	44.0	C	D	441	373	1462*	1371*
		WB	L	0.2	0.3	A	A	0	0	426	417
	US 401 Bypass Westbound at Young Street	Overall		24.5	8.8	C	A				
		WB	T	24.1	5.2	C	A	585	93	792	533
			R	0.4	0.4	A	A	0	0	140	491
		EB	L	0	0	A	A	0	0	103	89
		SB	R	54.4	21.5	D	C	190	150	1030*	912
	US 401 U-Turn East of Young Street	Overall		6.4	2.6	A	A				
		WB	T	10.1	4.8	B	A	300	93	810	176
		EB	U	0.1	0.1	A	A	0	0	607	221
	US 401 U-Turn West of Young Street	Overall		4.5	13.7	A	B				
		EB	T	5.3	16.5	A	B	114	542	1032	1021
		WB	U	2.1	1.7	A	A	8	28	511	563
	Young Street at Quarry Road / The Point North Driveway	Overall		57.8	48.1	E	D				
		EB	L	47.8	49.0	D	D	164	168	374	291
			TR	31.6	36.2	C	D	73	126	1049	293
		WB	LT	31.7	35.9	C	D	60	82	193	104
			R	22.3	19.5	C	B	115	56	202	82
		NB	L	34.0	41.3	C	D	6	42	399	400
			T	83.1	36.2	F	D	649	732	2129*	1812
			R	18.8	17.9	B	B	39	31	300	300
		SB	L	198.9	58.3	F	E	308	143	625	625
			T	23.1	73.8	C	E	932	1030	1367*	1376*
		R	7.9	15.1	A	B	88	224	1411*	1426*	
	Rolesville Road at Rolesville HS Driveway / The Point South Driveway	Overall		71.0	23.4	E	C				
		EB	LTR	29.3	33.2	C	C	37	34	89	58
		WB	L	35.6	34.4	D	C	111	43	159	78
			TR	49.0	40.1	D	D	232	94	374*	181
		NB	L	24.3	18.8	C	B	3	5	253	95
			T	126.6	26.0	F	C	854	750	2156*	620
			R	28.0	15.6	C	B	206	17	500	200
		SB	L	109.5	27.7	F	C	422	61	450	218
	TR	19.3	19.4	B	B	545	582	1812	334		
	Rolesville Road at Fowler Road	Overall		17.1	17.2	B	B				
		EB	L	40.2	41.2	D	D	69	97	244	113
			TR	35.1	34.6	D	C	44	67	541	105
		WB	L	33.2	32.5	C	C	19	37	35	56
			T	32.8	30.9	C	C	20	29	471	32
			R	26.8	21.2	C	C	120	68	214	84
		NB	L	10.6	14.4	B	B	19	47	181	199
			TR	23.8	19.9	C	B	752	495	784	454
		SB	L	39.7	36.5	D	D	60	78	176	168
			T	3.9	9.5	A	A	222	381	306	304
		R	2.7	5.4	A	A	7	24	121	127	
	Rolesville Road at Mitchell Mill Road	Overall		63.8	26.2	E	C				
		EB	LTR	159.7	43.0	F	D	213	320	345	451
		WB	LT	39.2	16.4	D	B	309	79	363	121
			R	13.8	13.9	B	B	17	20	0	0
		NB	LTR	11.6	18.0	B	B	144	283	818	872
		SB	LTR	76.7	25.2	E	C	602	403	1845	933
	Mitchell Mill Road at Fowler Road	NB	LTR	8.9	10.0	A	A	10	40	58	103
		EB	LTR	9.0	9.3	A	A	10	18	64	85
		WB	LTR	12.0	9.5	B	A	58	20	91	66
		SB	LTR	10.6	8.6	B	A	38	13	94	61

*Maximum queue extends off the SimTraffic network and may be longer than recorded

Intersection or Lane Group Operates at LOS E

Intersection of Lane Group Operates at LOS F



5.3 2030 BUILD

As part of the 2030 Build analysis, the proposed driveways were added to the network as detailed in Section 2.2.

With the proposed development in-place, the operations of the Young Street/Rolesville Road corridor are similar compared to the 2030 No-Build conditions with significant queues along Young Street and Rolesville Road in the northbound and southbound direction during the AM and PM peak hours. The operations surrounding US 401 Bypass and Young Street remain similar to the No-Build scenario, excluding the Southbound right movement at US 401 Bypass Westbound at Young Street, which now operates at LOS F in the PM peak hour.

While the Synchro results showed that the US 401 Bypass eastbound intersections operated at LOS A and B, the SimTraffic simulation runs showed significant queuing stemming from the eastbound thru movement at the US 401 Bypass Eastbound & Young Street intersection. Substantial queuing was also observed at the northbound right movement and southbound right movement at US 401 Bypass and Young Street. In the 2030 No-Build scenario, the Young Street southbound right queue extended beyond the link distance 20% of the AM peak hour. In the 2030 Build scenario, this spillback queue extended off the network 61% of the AM peak hour. In the 2030 No-Build scenario, the Young Street northbound right queue extended beyond the link distance 23% of the AM peak hour and 15% of the PM peak hour. In the 2030 Build scenario, this spillback queue extended off the network 19% of the AM peak hour and 17% of the PM peak hour.

The following movements operate at LOS F during one or both peak hours:

- US 401 Bypass Westbound at Young Street –southbound right (AM peak)
- Young Street at Quarry Road / The Point North Driveway – northbound thru (AM peak)
- Young Street at Quarry Road / The Point North Driveway – southbound left (AM peak)
- Young Street at Quarry Road / The Point North Driveway – southbound thru (PM peak)
- Rolesville Road at Rolesville HS Driveway / The Point South Driveway – northbound thru (AM peak)
- Rolesville Road at Rolesville HS Driveway / The Point South Driveway – southbound left – (AM peak)
- Rolesville Road at Mitchell Mill Road – eastbound left-thru-right (AM Peak)
- Rolesville Road at Mitchell Mill Road – southbound left-thru-right (AM Peak)

Synchro LOS and delay results for the 2030 Build scenario are listed in Table 6. Instances where the overall intersection or lane group operate at LOS E or F are highlighted in the table.



Table 6: 2030 Build Level of Service and Delay

Intersection		Approach	Lane Group	Delay (sec./veh.)		Level of Service (LOS)		95th % Queue (feet)		Max. Obs. Queue (feet)	
				AM	PM	AM	PM	AM	PM	AM	PM
	US 401 Bypass Eastbound at Young Street	Overall		14.2	27.6	B	C				
		EB	T	21.0	35.2	C	D	59	329	849	804
			R	6.9	7.2	A	A	546	352	460	441
		NB	R	21.6	49.7	C	D	455	400	1458*	1453*
	US 401 Bypass Westbound at Young Street	WB	L	0.2	0.3	A	A	0	0	412	361
		Overall		25.8	8.8	C	A				
		WB	T	20.4	5.3	C	A	577	105	747	519
			R	0.4	0.4	A	A	0	0	140	466
	US 401 U-Turn East of Young Street	EB	L	0	0	A	A	0	0	96	104
		SB	R	80.5	21.6	F	C	202	152	1052*	963
		Overall		6.4	2.6	A	A				
		WB	T	10.2	4.8	B	A	302	94	732	192
	US 401 U-Turn West of Young Street	EB	U	0.1	0	A	A	0	0	566	207
		Overall		4.6	14.1	A	B				
		EB	T	5.3	17.0	A	B	114	548	1039	1022
	US 401 U-Turn West of Young Street	WB	U	2.4	1.8	A	A	7	29	504	566
		Overall		62.6	53.2	E	D				
		EB	L	47.8	49.0	D	D	164	168	342	344
TR	33.7		36.2	C	D	98	126	854	574		
	Young Street at Quarry Road / The Point North Driveway	WB	LT	31.9	35.9	C	D	60	82	248	98
			R	22.3	19.5	C	B	115	56	221	85
		NB	L	34.6	40.8	C	D	6	42	327	400
			T	96.1	38.8	F	D	675	755	2166*	2039
		SB	R	18.7	18.1	B	B	38	30	300	300
			L	198.9	58.3	F	E	308	143	625	625
	Rolesville Road at Rolesville HS Driveway / The Point South Driveway	SB	T	23.8	85.6	C	F	945	1072	1367*	1369*
			R	7.9	15.1	A	B	88	224	1420*	1414*
		Overall		75.0	24.1	E	C				
		EB	LTR	29.3	33.2	C	C	37	34	89	64
			L	35.6	34.4	D	C	111	43	179	78
		WB	TR	49.0	40.1	D	D	232	94	374*	170
NB	L		23.0	19.2	C	B	3	5	248	62	
	NB	T	128.1	27.2	F	C	884	776	2158*	596	
SB		R	26.4	15.7	C	B	202	18	500	150	
	SB	L	133.7	27.2	F	C	431	59	444	159	
SB		TR	18.6	20.1	B	C	514	585	1932	360	
		Rolesville Road at Fowler Road	Overall		17.8	18.3	B	B			
EB			L	40.2	41.2	D	D	69	97	221	132
			TR	35.1	34.6	D	C	44	67	480	99
WB			L	33.2	32.5	C	C	19	37	43	57
			T	32.8	30.9	C	C	20	29	405	40
			R	27.7	21.0	C	C	139	79	209	88
NB			L	10.7	15.1	B	B	19	47	152	199
			TR	24.6	21.5	C	C	752	513	790	448
SB			L	39.6	37.8	D	D	70	100	168	205
			T	4.2	9.8	A	A	239	382	349	406
			R	2.9	5.5	A	A	7	24	167	122
			Rolesville Road at Mitchell Mill Road	Overall		70.5	27.7	E	C		
	EB	LTR		158.4	43.1	F	D	217	327	278	366
	WB	LT		38.6	16.1	D	B	323	84	402	158
		R		13.2	13.3	B	B	17	20	45	0
	NB	LTR		12.4	19.9	B	B	151	307	911	927
	SB	LTR		91.7	27.7	F	C	613	415	2004	1372
	Mitchell Mill Road at Fowler Road	NB	LTR	9.0	10.1	A	B	10	40	55	107
		EB	LTR	9.1	9.4	A	A	13	18	66	77
		WB	LTR	12.1	9.6	B	A	60	23	105	66
		SB	LTR	10.7	8.7	B	A	38	13	83	57
	Fowler Road at Driveway A	NB	LR	10.4	10.2	B	B	5	3	52	38
		WB	LT	7.5	7.6	A	A	0	0	8	11
	Mitchell Mill Road at Driveway B	EB	LT	8.1	7.5	A	A	0	3	28	35
		SB	LR	10.8	9.7	B	A	3	3	38	36

*Maximum queue extends off the SimTraffic network and may be longer than recorded

- Intersection or Lane Group Operates at LOS E
- Intersection of Lane Group Operates at LOS F



5.4 2030 BUILD IMPROVED

5.4.1 Proposed Improvements

The 2030 Build Improved capacity analysis results are shown in Table 7. Instances where the overall intersection or lane group operate at LOS E or F are highlighted in the table. Based on the findings of this study, specific improvements have been identified and should be completed as part of the proposed development.

Averette Road, Young Street, and Rolesville Road Corridor Study

It is recommended that the applicant coordinate their improvements with the findings of the Averette Road, Young Street, and Rolesville Road Corridor Study to ensure consistency with future addendums to the Community Transportation Plan.

Rolesville Road at Mitchell Mill Road

- Construct an exclusive eastbound left-turn lane with 275 feet of full-width storage and appropriate taper.
- The above recommendation will require modification of the planned traffic signal.

Fowler Road at Driveway A

- Construct Driveway A as a full-movement access point consisting of one ingress lane and one egress lane. The egress lane shall operate as a shared left / right-turn lane.
- Traffic control is recommended to be provided by a stop sign controlling traffic exiting the proposed development.

Mitchell Mill Road at Driveway B

- Construct Driveway B as a full-movement access point consisting of one ingress lane and one egress lane. The egress lane shall operate as a shared left / right-turn lane.
- Traffic control is recommended to be provided by a stop sign controlling traffic exiting the proposed development.




With the recommended improvements in place, the proposed driveways continue to operate at acceptable levels of service. With the addition of the exclusive left-turn lane on Mitchell Mill Road at Rolesville Road, the intersection improves from an overall LOS of E to LOS D in the AM peak hour.





REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Capacity Analysis
June 12, 2025

Table 7: 2030 Build Improved Level of Service and Delay

Intersection		Approach	Lane Group	Delay (sec./veh.)		Level of Service (LOS)		95th % Queue (feet)		Max. Obs. Queue (feet)	
				AM	PM	AM	PM	AM	PM	AM	PM
	Rolesville Road at Mitchell Mill Road	Overall		47.1	18.2	D	B				
		EB	L	119.7	23.8	F	C	225	99	277	132
			TR	19.9	23.6	B	C	49	151	216	181
		WB	LT	40.5	20.7	D	C	421	89	473	133
			R	19.3	14.7	B	B	23	20	135	0
		NB	LTR	14.2	14.0	B	B	195	290	887	561
	Fowler Road at Driveway A	SB	LTR	54.2	17.9	D	B	806	403	1500	806
		NB	LR	10.4	10.2	B	B	5	3	52	35
	Mitchell Mill Road at Driveway B	WB	LT	7.5	7.6	A	A	0	0	3	13
		EB	LT	8.1	7.5	A	A	0	3	24	40
		SB	LR	10.8	9.7	B	A	3	3	38	38

*Maximum queue extends off the SimTraffic network and may be longer than recorded

-  Intersection or Lane Group Operates at LOS E
-  Intersection or Lane Group Operates at LOS F



6.0 RECOMMENDATIONS

Based on the findings of this study, specific improvements have been identified and should be completed as part of the proposed development. Intersections where no improvements are recommended are locations that do meet the LOS Standards specified in the LDO⁸. These recommendations are shown in Figure 12.

Averette Road, Young Street, and Rolesville Road Corridor Study

It is recommended that the applicant coordinate their improvements with the findings of the Averette Road, Young Street, and Rolesville Road Corridor Study to ensure consistency with future addendums to the Community Transportation Plan.

US 401 Bypass at Young Street

- No improvements are recommended at this intersection.

US 401 Bypass East U-Turn

- No improvements are recommended at this intersection.

US 401 Bypass West U-Turn

- No improvements are recommended at this intersection.

Young Street at Quarry Road

- No improvements are recommended at this intersection.

Young Street/Rolesville Road at Rolesville HS Driveway

- No improvements are recommended at this intersection.

Rolesville Road at Fowler Road

- No improvements are recommended at this intersection.

Rolesville Road at Mitchell Mill Road

- Construct an exclusive eastbound left-turn lane with 275 feet of full-width storage and appropriate taper.
- The above recommendation will require modification of the planned traffic signal.

Mitchell Mill Road at Fowler Road

- No improvements are recommended at this intersection.



Recommendations

June 12, 2025

Fowler Road at Driveway A

- Construct Driveway A as a full-movement access point consisting of one ingress lane and one egress lane. The egress lane shall operate as a shared left / right-turn lane.
- Traffic control is recommended to be provided by a stop sign controlling traffic exiting the proposed development.

Mitchell Mill Road at Driveway B

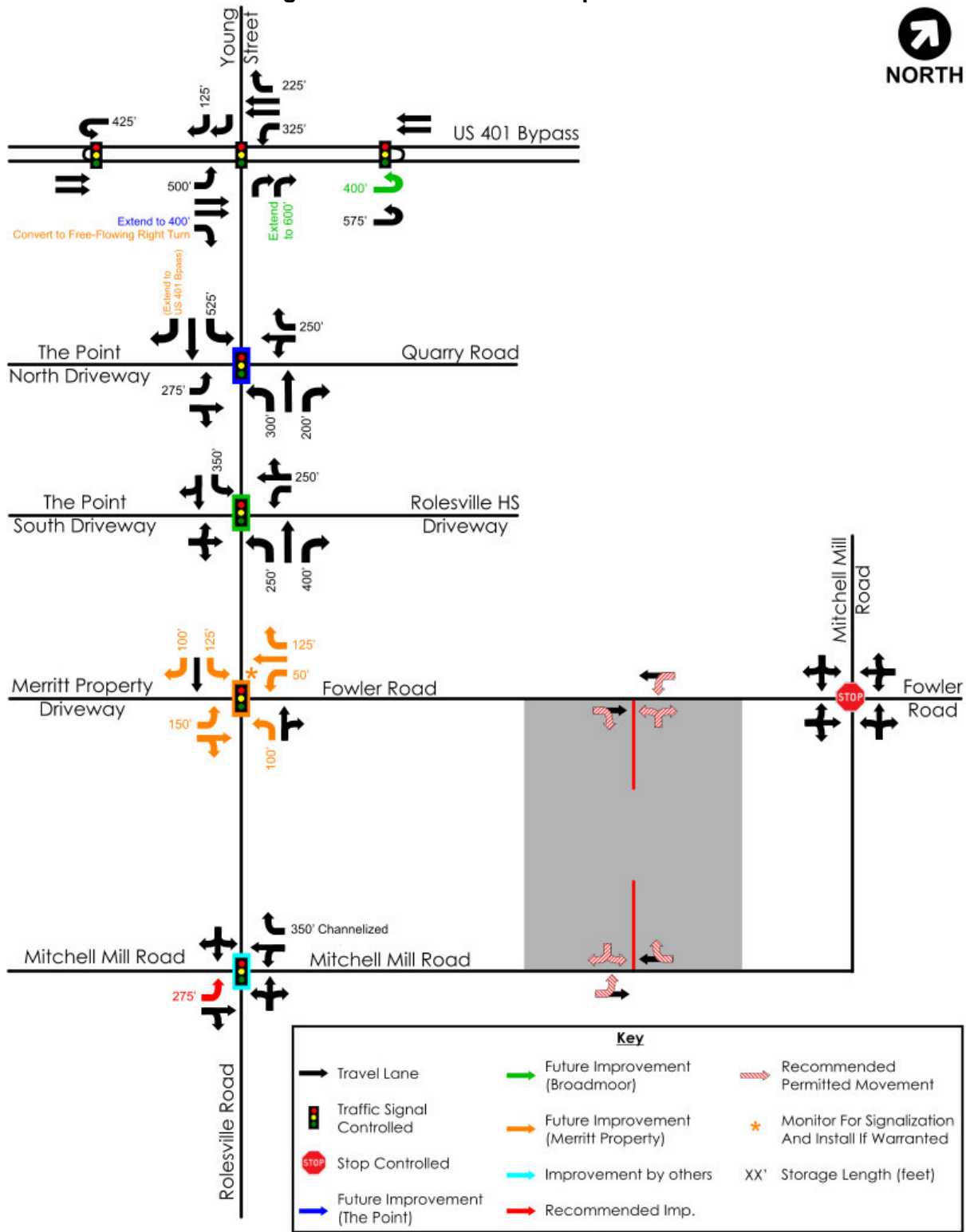
- Construct Driveway B as a full-movement access point consisting of one ingress lane and one egress lane. The egress lane shall operate as a shared left / right-turn lane.
- Traffic control is recommended to be provided by a stop sign controlling traffic exiting the proposed development.



REZ-24-04 FOWLER ROAD TRAFFIC IMPACT ANALYSIS

Recommendations
June 12, 2025

Figure 12: Recommended Improvements



References

June 12, 2025

7.0 REFERENCES

¹ **NCDOT Functional Classification Map**,

<http://ncdot.maps.arcgis.com/home/webmap/viewer.html?layers=029a9a9fe26e43d687d30cd3c08b1792>

² **2020 NCDOT Average Daily Traffic Volumes**,

<https://ncdot.maps.arcgis.com/apps/webappviewer/index.html?id=964881960f0549de8c3583bf46ef5ed4>

³ **Trip Generation (11th Edition)**, Institute of Transportation Engineers (ITE), September 2021.

⁴ **NCDOT Trip Generation Rate Equation Recommendations**,

<https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/DRAFT%20-%20Trip%20Generation%20Rate%20Eqn.xlsm>

⁵ **Highway Capacity Manual 6th Edition: A Guide for Multimodal Mobility Analysis**. Washington D.C.: Transportation Research Board, 2016.

⁶ **NCDOT Capacity Analysis Guidelines**. North Carolina Department of Transportation (NCDOT), March 2022,

<https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/Standards%20-%20Capacity%20Analysis%20Guidelines.pdf>

⁷ **Draft NCDOT Capacity Analysis Guidelines: Best Practices**. North Carolina Department of Transportation (NCDOT), March 2022,

<https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/Best%20Practices%20-%20Capacity%20Analysis%20Guidelines.pdf>

⁸ **Land Development Ordinance**. Town of Rolesville, June 1, 2021,

<https://www.rolesvillenc.gov/code-ordinances>

8.0 APPENDIX

- Scoping Correspondence
- Site Plan
- Raw Traffic Count Data
- Adjacent Development Information
- Traffic Volume Calculations
- Synchro Files
- Synchro & SimTraffic Reports





NCDOT TIA Submittal Checklist

TIA Need
Screening



TIA
Scoping



TIA
Submittal



Submittal: Final Sealed TIA Report

Document Date: 6/12/2025

Project Name: Fowler Road Rezoning

Previous Name: If Applicable _____

NCDOT Division: 5

District: 1

County: Wake

Municipality: Rolesville

TIA Consultant: Stantec

Submitted By: Matt Peach

Phone Number: 919-865-7375

Email: Matt.Peach@Stantec.Com

TIA Scoping Checklist Approval Date: 4/17/2025

Unadjusted Daily Site Trips: 1010

- ☒ The approved TIA Scoping Checklist is included in this submittal.
- ☐ LOS D or better is expected at all study intersections after proposed mitigations.
- ☒ The study report is sealed by a NC Professional Engineer with expertise in traffic engineering.
- ☒ This study has identified all known deficiencies with and without the proposed development.
- ☒ This study has identified mitigation measures to adequately accommodate the site trips.

Explain here if any of the boxes above are unchecked:

Intersections along the corridor are anticipated to operate at LOS E in the AM peak hour in the build scenario. The same intersections operate at LOS E during the no-build conditions and is attributed to traffic generated by Rolesville High School. All intersections in the PM peak hour are anticipated to operate at LOS D or better.

The undersigned affirms that, except for the deviations noted below, the TIA submittal conforms to the current [NCDOT Congestion Management Capacity Analysis Guidelines](#), [Policy on Street and Driveway Access to North Carolina Highways](#), and the TIA Scoping Checklist approved by the NCDOT District Office. The undersigned also acknowledges that the TIA will be rejected if the deviations and justifications are not properly documented and approved by NCDOT.

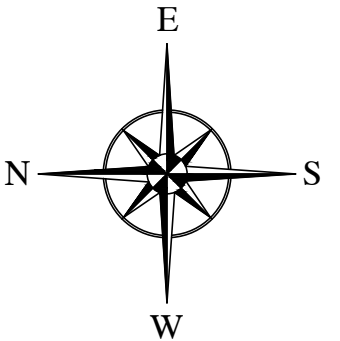
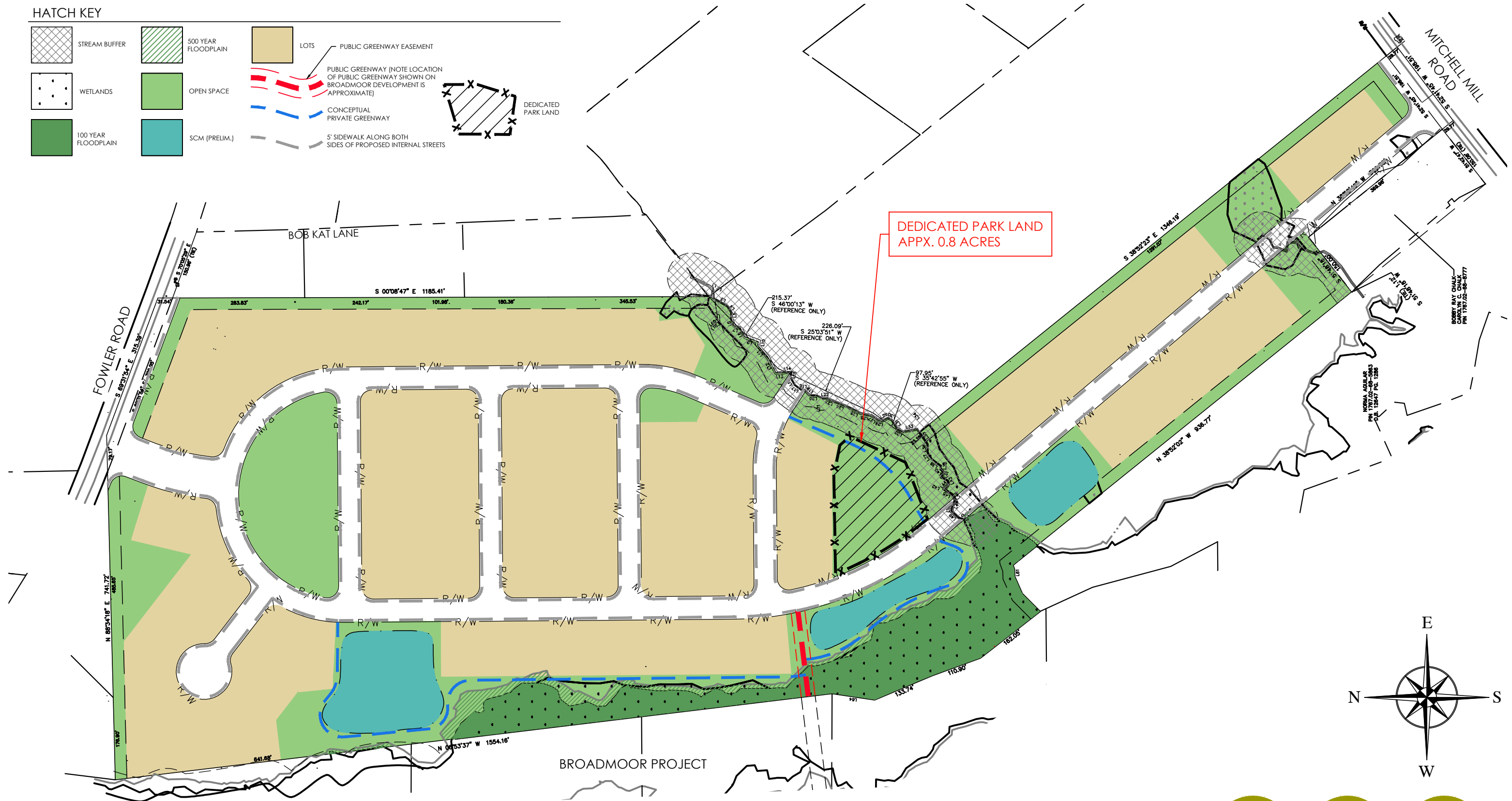
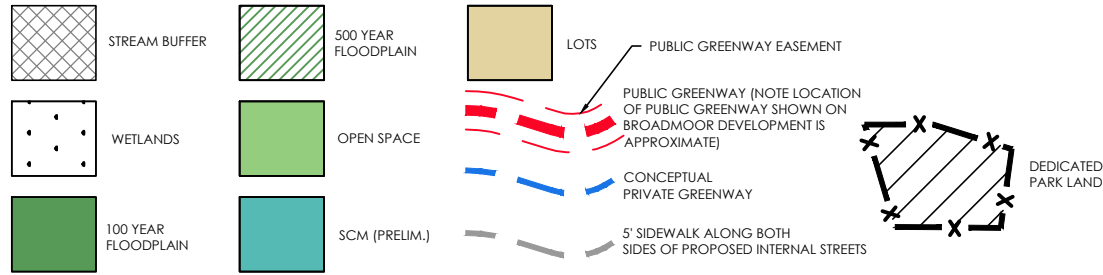
Deviations and Justifications (e.g., changes in site plan, development schedule, site trip and off-site trip estimates, study area, data collection, analysis period and method. Attached separate sheets if needed.)

TIA Consultant's Signature
(Professional Engineer of TIA Record)

Matt Peach
Print Name

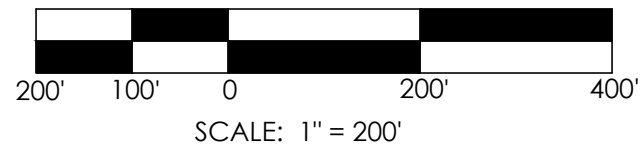
6/15/2025
Date

HATCH KEY



DEDICATED PARKLAND EXHIBIT

1" = 200'-0"



Hopper Communities

6520 Fowler Rd and 6521 Mitchell Mill Rd

Rezoning Case REZ-24-04

Annexation Case ANX-25-01

TOWN OF ROLESVILLE

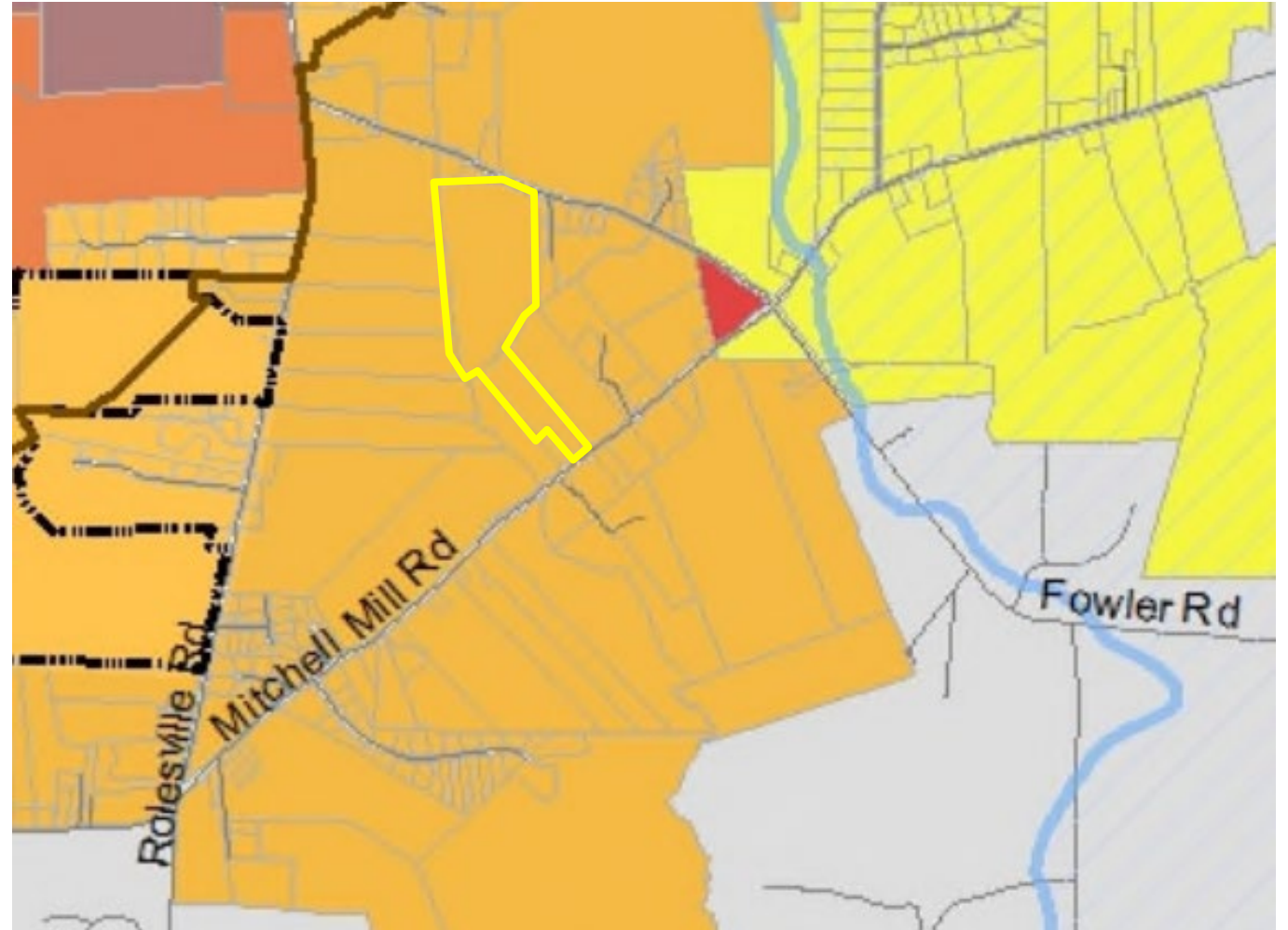
Site Details

- ▶ 45.48 Acres
- ▶ Wake County R30 zoning
- ▶ Access on Fowler Road and Mitchell Mill Road
- ▶ Shares western border with Broadmoor (fka Woodlief) development
- ▶ Accompanying Annexation request



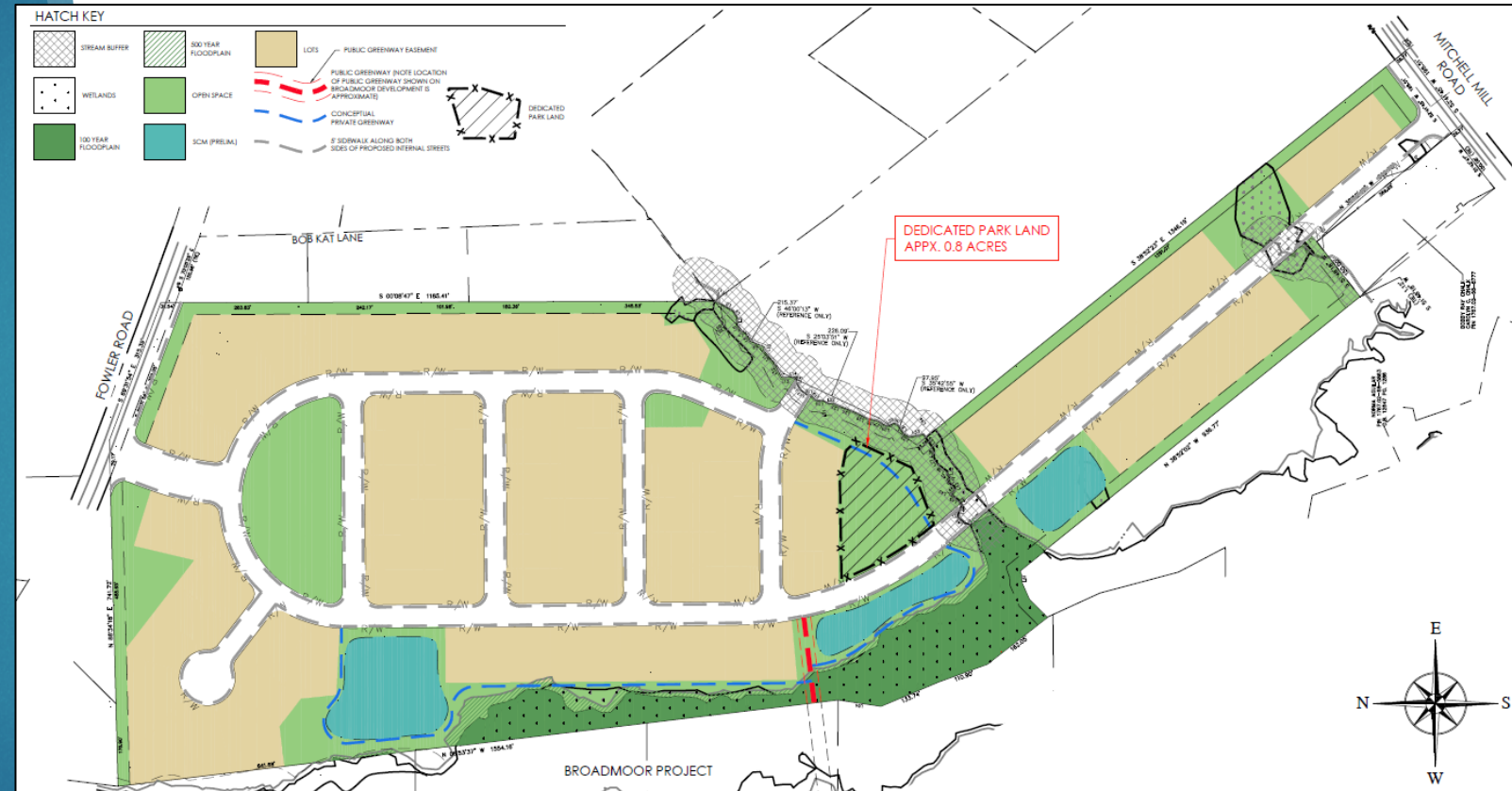
Future Land Use - Medium Density Residential

- Predominately single family residential
- Duplexes, townhouses, and apartments may be included
- Density of 3-5 units per acre, including open space



Residential High Density (RH)-CZ Zoning

- ▶ Single Family Detached only
- ▶ 2.2 units per acre
- ▶ 7 zoning conditions
- ▶ 15.2 acres of open space (33% of site)
- ▶ Public greenway connection to internal pedestrian network



RM vs Proposed RH Zoning

RM Zoning

- ▶ Cluster Dev - 40% open space
- ▶ Max 3 du/ac or 5 du/ac with cluster
- ▶ Min. Lot width – 80' or 50' with cluster
- ▶ Min. Lot Size – 15,000 sf or 8,000 sf with cluster

Note: adjacent Broadmoor development RM zoning has 41'x120 (4,920 sf) and 51x120' (6,120 sf) single family lots and RH zoning only has townhomes

Proposed RH Zoning

- ▶ 33.4% open space
- ▶ Max 2.2 du/ac
- ▶ Min. Lot width – 75'
- ▶ Min Lot size – 9,000 sf

Note: base RH district permits 6 du/ac for sf, 9 for THs, and 12 for MF; permits 7,500 sf sfd lots.

Zoning Conditions

1. Development must conform with concept plan
2. Only single family detached homes and accessory uses
3. Max of 100 Homes
4. Architectural Commitments
 - Siding – Must be masonry or 2 types; vinyl prohibited; elevation and color can't match homes next door or across street
 - Garages – must be 2 car side-by-side
 - Roofs – must be asphalt shingles, metal, copper, wood or a combination
 - Foundations – front or side facing street must be at least 18" above grade with masonry finish
 - Rear Yard – must have patio, deck, or screened porch
5. Inclusion of pollinator garden
6. Community amenities must include one tot-lot and one dog park
7. Dedication of public park land

Park Dedication

- ▶ 0.8 acres
- ▶ Originally shown on plans as community amenity
- ▶ Acceptance is at Town's discretion during preliminary subdivision stage
- ▶ Final location/orientation determined during construction drawing stage



ORDINANCE ORD-2025-17

**ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF
ROLESVILLE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE
TOWN OF ROLESVILLE TO CHANGE THE ZONING OF APPROXIMATELY 45.48
ACRES LOCATED AT 6520 MITCHELL MILL ROAD AND 6521 FOWLER ROAD,
BEING WAKE COUNTY TAX PINS 1768602816 AND 1767696199 FROM THE WAKE
COUNTY R-30 DISTRICT TO A RESIDENTIAL HIGH DENSITY CONDITIONAL
ZONING DISTRICT (RH-CZ)**

REZ-24-04, 6520 Mitchell Mill Road / 6521 Fowler Road

WHEREAS, the application submitted by Collier Marsh, Parker Poe Adams & Bernstein LLP, on behalf of property owner Richards, Barbara J. for the rezoning of land hereinafter described was duly filed with the Planning Department; and

WHEREAS the Planning Board was presented the application for Recommendation on June 23, 2025, and the Board of Commissioners held a Legislative hearing on August 5, 2025, and

WHEREAS, mailed notices and property sign postings were carried out in advance of the Legislative hearing pursuant to G.S. § 160D-602 and the Land Development Ordinance and

WHEREAS the Planning Board submitted its recommendation to the Board of Commissioners recommending Approval of said application that was generally consistent with the Comprehensive Plan for the lands hereinafter described, all in accordance with the requirements of the Town of Rolesville Land Development Ordinance and the provisions of Chapter 160D, Article 6, of the North Carolina General Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Rolesville, North Carolina:

Section 1: The lands that are the subject of the Ordinance are those certain lands described in **Exhibit 1 – Legal Description**, which is incorporated herein by reference, and said lands are hereafter referred to as the “Rezoned Lands.”

Section 2: The parcels identified by the Wake County Tax Parcel Identification Numbers 1768602816 AND 1767696199, and described in **Exhibit 1**, are currently located within Wake County but will be within the Town’s Corporate Limits upon adoption of Ordinance ORD-2025-18 for ANX-25-01.

Section 3: The Town of Rolesville Land Development Ordinance, including the Town of Rolesville North Carolina Official Zoning District Map, which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from WAKE COUNTY R-30 DISTRICT TO A RESIDENTIAL HIGH DENSITY CONDITIONAL ZONING DISTRICT (RH-CZ), subject to the conditions stated herein.

Section 4: The “Rezoned Lands” are subject to all the standards and conditions in **Exhibit 2 – Conditions of Approval dated July 16, 2025**, which are voluntarily imposed as part of this rezoning.

Section 5: The Administrator is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Rolesville, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 6: After reviewing all the information presented at the Legislative hearing and the Town of Rolesville plans, policies and ordinances, the Rolesville Board of Commissioners find the Rezoning map amendment request reasonable and consistent with the 2017 Comprehensive Plan and is in the interest of the public and adopted a Plan Consistency and Reasonableness Statement.

Section 7: The “Rezoned Lands” shall be perpetually bound to the Conditions imposed, including the uses authorized, unless subsequently changed or amended as provided for in the Land Development Ordinance.

Adopted and effective this the 5th day of August 2025.

Ronnie Currin
Mayor

ATTEST:

Christina Ynclan
Town Clerk

EXHIBIT 1

THE BARBARA ANN JONES RICHARDS TRACTS
(PINS 1768.04-60-2816 & 1767.02-69-6199) TO BE ANNEXED INTO
THE TOWN OF ROLESVILLE

Being all of those tracts or parcels of land located
in Wake Forest Township, Wake County, North Carolina,
and more particularly described:

Beginning at a tack in a stone, said stone located at the northwest corner of the subject tract (Barbara Ann Jones Richards - Pin 1768.04-60-2816), then along the southern property line of the Alford Tracts (Pins 1768.04-51-8609 and 1768.04-61-0621),
North 88°34'18" East 741.72 feet to an existing nail in the centerline of Fowler Road (S.R. 2308 - 60' Public R/W), then, along the centerline of Fowler Road,
South 69°31'54" East 315.39 feet to an existing nail, then, leaving the centerline of Fowler Road,
South 00°08'47" East 1,185.41 feet along the western property line of the Edith Harrison Tracts (Pins 1768.04-61-7282, 1768.04-60-7965, and 1768.04-60-7594) to an existing iron pipe, then South 19°17'59" West 11.14 feet to a computed point in the centerline of Jones Creek, then, following the run of Jones Creek,
South 29°30'12" West 34.21 feet to a computed point,
South 57°32'58" West 16.00 feet to a computed point,
North 89°13'54" West 12.49 feet to a computed point,
South 70°03'16" West 17.55 feet to a computed point,
South 18°59'17" West 14.48 feet to a computed point,
South 63°45'33" West 20.62 feet to a computed point,
South 20°24'01" West 31.53 feet to a computed point,
North 79°39'40" West 7.41 feet to a computed point,
South 49°45'27" West 33.39 feet to a computed point,
South 62°35'00" West 37.78 feet to a computed point,
South 00°36'33" East 16.93 feet to a computed point,
South 04°43'29" East 16.97 feet to a computed point,
North 75°00'08" West 11.31 feet to a computed point,
South 60°42'13" West 19.87 feet to a computed point,
South 36°36'47" West 16.83 feet to a computed point,
South 10°54'28" West 8.67 feet to a computed point,
South 44°52'04" West 14.47 feet to a computed point,
South 02°32'51" West 16.09 feet to a computed point,
South 29°28'40" West 13.33 feet to a computed point,
South 01°17'28" East 10.33 feet to a computed point,
South 24°14'08" West 13.22 feet to a computed point,
South 22°03'43" West 38.30 feet to a computed point,
South 26°52'18" West 28.92 feet to a computed point,
South 11°16'25" West 23.29 feet to a computed point,
South 35°17'58" West 13.69 feet to a computed point,

South 17°57'36" West 10.92 feet to a computed point,
South 27°09'59" East 13.64 feet to a computed point,
South 23°59'33" West 9.37 feet to a computed point,
South 57°36'24" West 21.84 feet to a computed point,
South 29°24'20" West 14.25 feet to a computed point,
South 10°34'18" East 31.31 feet to a computed point,
South 55°27'59" West 8.34 feet to a computed point,
then, along the property line of Wallace G. Jones
(Pin 1767.02-79-1307), South 38°52'23" East 1320.84
feet to nail set at the centerline of Mitchell Mill
Road (S.R. 2224 - 60' Public R/W), then, along the
centerline of Mitchell Mill Road, South 52°41'45" West
198.51 feet to a nail set, then leaving the center-
line of Mitchell Mill Road, North 38°52'49" West
399.75 feet along the property line of Bobby Ray &
Carolyn C. Chalk (Pin 1767.02-68-8777) to an iron
pipe found, then South 51°48'18" West 150.00 feet
to a set rebar, then along the property line of Nor-
ma Aguilar (Pin 1767.02-68-5863), North 38°52'02"
West 936.77 feet to a computed point in the run of
Jones Creek, then along the run of Jones Creek,
South 69°55'53" West 9.38 feet to a computed point,
South 87°33'25" West 16.01 feet to a computed point,
South 66°02'25" West 40.47 feet to a computed point,
South 45°16'52" West 53.88 feet to a computed point
in the run of Buffalo Creek; then, along the run of
Buffalo Creek and along the Donnie L. & Patsy Woodlief
property, North 37°52'33" West 162.05 feet to a computed
point, North 19°58'53" West 110.90 feet to a computed point,
North 22°56'00" West 133.74 feet to a computed point,
and North 08°29'35" East 92.71 feet to a computed
point, in the creek, then leaving the run of Buffalo
Creek, along the Janice Gayle W. Stallings and
Harrell Stallings property, the Billy Craig Woodlief
and Ellen Woodlief Holding property, and the Carlyle
D. Woodlief and Alma D. Woodlief property (pins
1768.03-40-9261, 1768.04-50-0618, & 1768.04-51-1519,
respectively), North 06°53'37" West 1554.16 feet to
the point and place of beginning and being two tracts
to be annexed into the Town Of Rolesville and having
a total area of 46.106 acres.

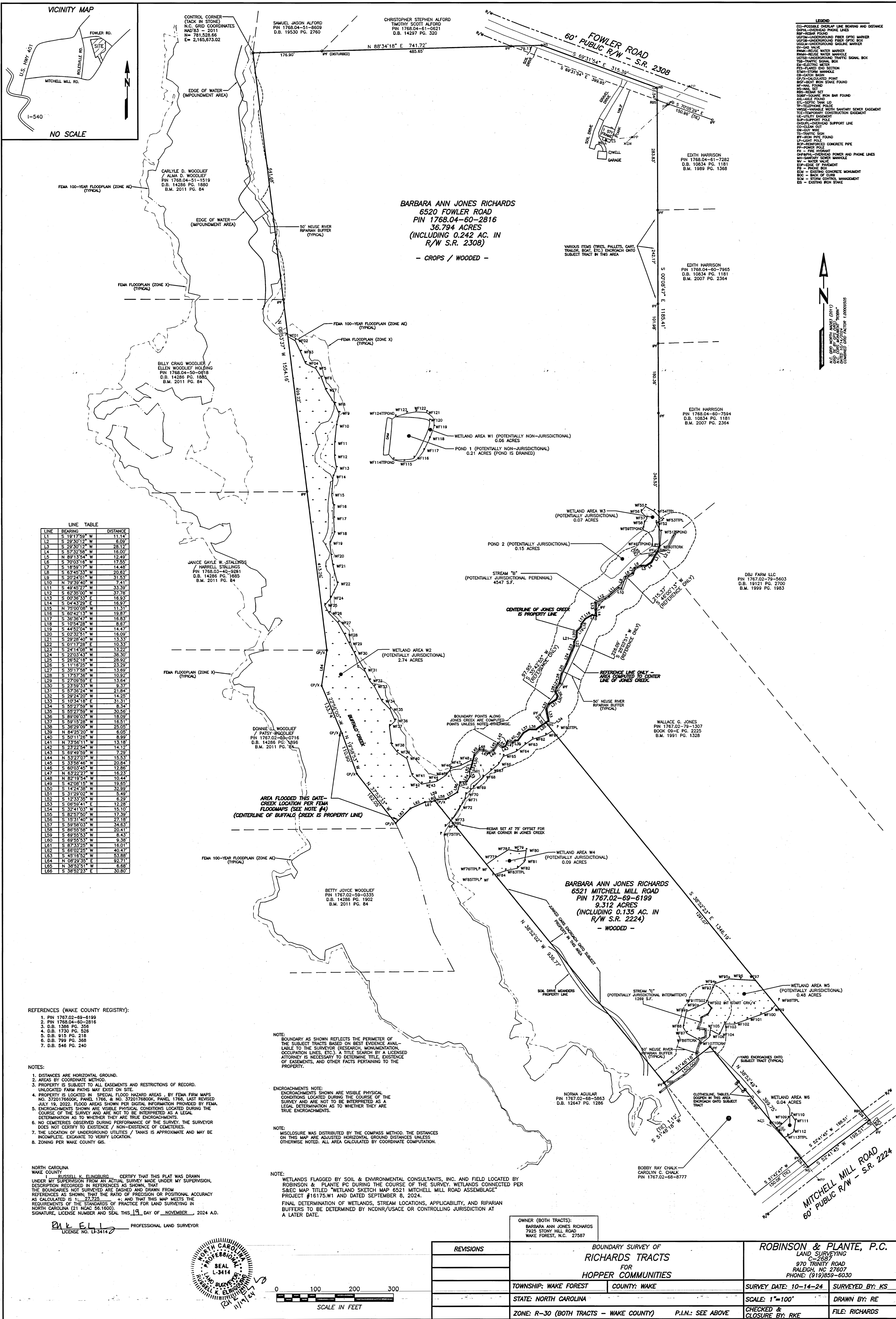


EXHIBIT 2

Fowler Road Rezoning Conditions July 16, 2025

1. The development of the property shall be in substantial conformance with the accompanying Concept Plan. Locations shown for committed elements including, but not limited to greenways, streets, and open areas shown on the Concept Plan, may be adjusted to conform to LDO requirements or as permitted as a minor adjustment by the Land Development Administrator.
2. The following uses shall be prohibited:
 - a. Dwelling, single-family attached;
 - b. Dwelling, double family;
 - c. Dwelling, multiple family;
 - d. Boarding House/Dormitory;
 - e. Family Care Facility;
 - f. Live-work unit;
 - g. Residential Care; and
 - h. Telecommunications tower.
3. There shall be a maximum of 100 single-family detached units.
4. All single-family detached dwellings shall adhere to the following conditions:
 - a. Siding Material:
 - i. If masonry (such as brick veneer or faux stone product) is not the predominant first floor finish (greater than 50%), then the front elevation shall have at least two (2) styles of fiber cement siding (i.e. lap, shake, or board and batten, etc.);
 - ii. Vinyl material is prohibited except for soffits, fascia, and corner boards;
 - iii. No dwelling unit shall be constructed with an exterior elevation or color palette that is identical to the dwelling unit on either side or directly across the street.
 - b. Garages: A minimum 2-car side-by-side (not tandem) garage shall be provided;

Fowler Road Rezoning Conditions
July 16, 2025

- c. Roofs: Roof materials shall be asphalt shingles, metal, copper, wood, or a combination of these materials.
 - d. Building Foundations:
 - i. Building foundations along the front façade shall have an exposed height above finished grade of at least 18” and must be finished with masonry product such as brick veneer or faux stone product.
 - ii. Any foundation facing a public street must be finished with masonry product such as brick veneer or faux stone product.
 - e. Rear Yard Amenity: An unenclosed patio, deck, or screened-in porch of at least 64 square feet.
5. Pollinator Garden: The development shall include at least one pollinator garden. The pollinator garden shall be a landscaped garden in which at least seventy five percent (75%) of all plants, excluding grasses, are native milkweeds and other nectar-rich flowers. The final location(s) of pollinator garden shall be determined at subsequent stages of approval and will be identified on the landscape plan submitted with the construction drawings. The pollinator garden shall be constructed prior to the issuance of the 75th residential building permit.
6. Community Amenities: The development shall include one tot-lot and one dog park. Locations will be determined at subsequent stages of approval and will be identified on the construction drawings. The tot-lot and dog park shall be constructed prior to the issuance of the 75th residential building permit.
7. During the preliminary subdivision stage, the developer shall offer to the Town of Rolesville approximately 0.8 acres generally located and oriented in the area labeled as “Dedicated Park Land” in the attached Exhibit 1, with the final location to be determined in the Construction Drawing process, for use as a public park. The Town of Rolesville may accept or reject the offer of dedication in its sole discretion. If the Town of Rolesville accepts dedication of the Dedicated Park Land:
- a. the area dedicated to the Town of Rolesville shall be credited to this project as active open space;
 - b. the area dedicated to the Town of Rolesville shall count toward the Town’s recreation open space dedication requirements; and
 - c. the developer shall be relieved of the obligation to construct any improvements within the Dedicated Park Land that are shown on the Concept Plan.

[SIGNATURE PAGE FOLLOWS]

Fowler Road Rezoning Conditions
July 16, 2025

Property Owner Authorization

Property Addresses: 6520 Fowler Road and 6521 Mitchell Mill Road

PINs: 1768-60-2816 and 1767-69-6199

Barbara J. Richards Date
By Samuel Albert Richards, as her attorney in fact

Barbara J. Richards Date
By Amy R. Harrison, as her attorney in fact

Annexation Petition Application

Town of Rolesville Planning Department | PO Box 250 | Rolesville, NC 27571 | 919-554-6517 | planning@rolesville.nc.gov

Planning Department Home Page: [Official Town Webpage](#)

Project Information:

Site Address: 6520 Fowler Road and 6521 Mitchell Mill Road	Project Name: Fowler Road Rezoning and Annexation
Existing Zoning District(s): R-30 Wake County	Proposed Zoning District(s): RH CZ
Total Site Area (in acres): 45.48	Zoning Overlays(s): None
Current Use(s): Single Family	Associated Case Number(s): REZ-24-04
Proposed Use(s): Single Family	

Application Requirements

Application shall include the following documents by the submittal deadline to be considered complete and ready for review:

<input checked="" type="checkbox"/> Completed application.	<input checked="" type="checkbox"/> Authorization form(s) for plans with pending BOC action, Rezoning, and/or Annexation (if applicable).
<input checked="" type="checkbox"/> Note: You will be invoiced for the application fee during the completeness check or follow application review.	<input type="checkbox"/> Secretary of State webpage confirming the registered agent of the corporation or company (if applicable).
<input checked="" type="checkbox"/> A complete copy of the last deed of record for proof of ownership.	<input checked="" type="checkbox"/> An annexation boundary plat/map for recordation at the Wake County Register of Deeds Office (mylar plat) prepared by a professional land surveyor showing the boundaries of the area or property for annexation into the Town of Rolesville.
<input checked="" type="checkbox"/> Written copy of the metes and bounds (attached as a separate document).	<input type="checkbox"/> Submit digital Shapefile (GIS) of subject property

Post-Approval Requirements

Applicant shall be responsible for Recording the Annexation Ordinance once signed by Town (Mayor/Clerk) within 30 days per G.S. 160A-29 and then provide copy of such to Planning Staff.

Application Questionnaire

1. Is the area contiguous with the existing primary corporate limits? Satellite corporate limits is not primary.

☒ YES ☐ NO

Note: If the land is contiguous to any existing corporate limits, the proposed annexation boundary will include all intervening rights-of-way for streets, easements, and other areas as stated in North Carolina General Statute §160A-31.

2. NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160D-108 and 108.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?

☐ YES ☒ NO

Parcel Information

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
1768-60-2816	0037538	DB 1730	PG 526	36	\$841,283
1767-69-6199	0059680	DB 1386	PG 356	9.48	\$139,139

Annexation Petition Application

Town of Rolesville Planning Department | PO Box 250 | Rolesville, NC 27571 | 919-554-6517 | planning@rolesville.nc.gov

Planning Department Home Page: [Official Town Webpage](#)

Owner Signature(s)

We, the undersigned owners of the real properties contained in the metes and bounds description and plat/map attached hereto, respectfully request that the area described above be annexed and made part of the Town of Rolesville, North Carolina. By signing below, we acknowledge that all information is correct.

If property owned by **INDIVIDUALS** (NOTE: All legal owners must sign including both husband and wife)

Barbara J. Richards by Samuel Albert Richards ATF

Owner #1 – Barbara J. Richards

By Samuel Albert Richards, as her attorney in fact

10-30-24
Date Signed

Barbara J. Richards by Amy R. Harrison ATF

Owner #2 – Barbara J. Richards

By Amy R. Harrison, as her attorney in fact

10-30-24
Date Signed

Owner #3 – PRINT and Signature

Date Signed

Owner #4 – PRINT and Signature

Date Signed

If property owned by a **COMPANY OR CORPORATION** (NOTE: The company or corporation must be legally registered with the State of North Carolina – Office of the Secretary of State and provide proof)

Name of Corporation

Registered Agent Printed Name

Registered Agent Signature

Address, State, Zip of Registered Office:

Notary Seal

STATE OF NORTH CAROLINA

COUNTY OF Wake

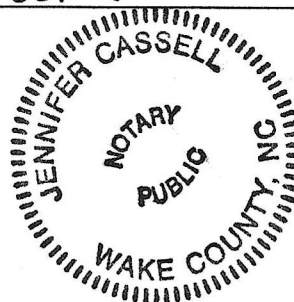
I, a Notary Public, do hereby certify that Samuel Albert Richards and Amy Richards Harrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This the

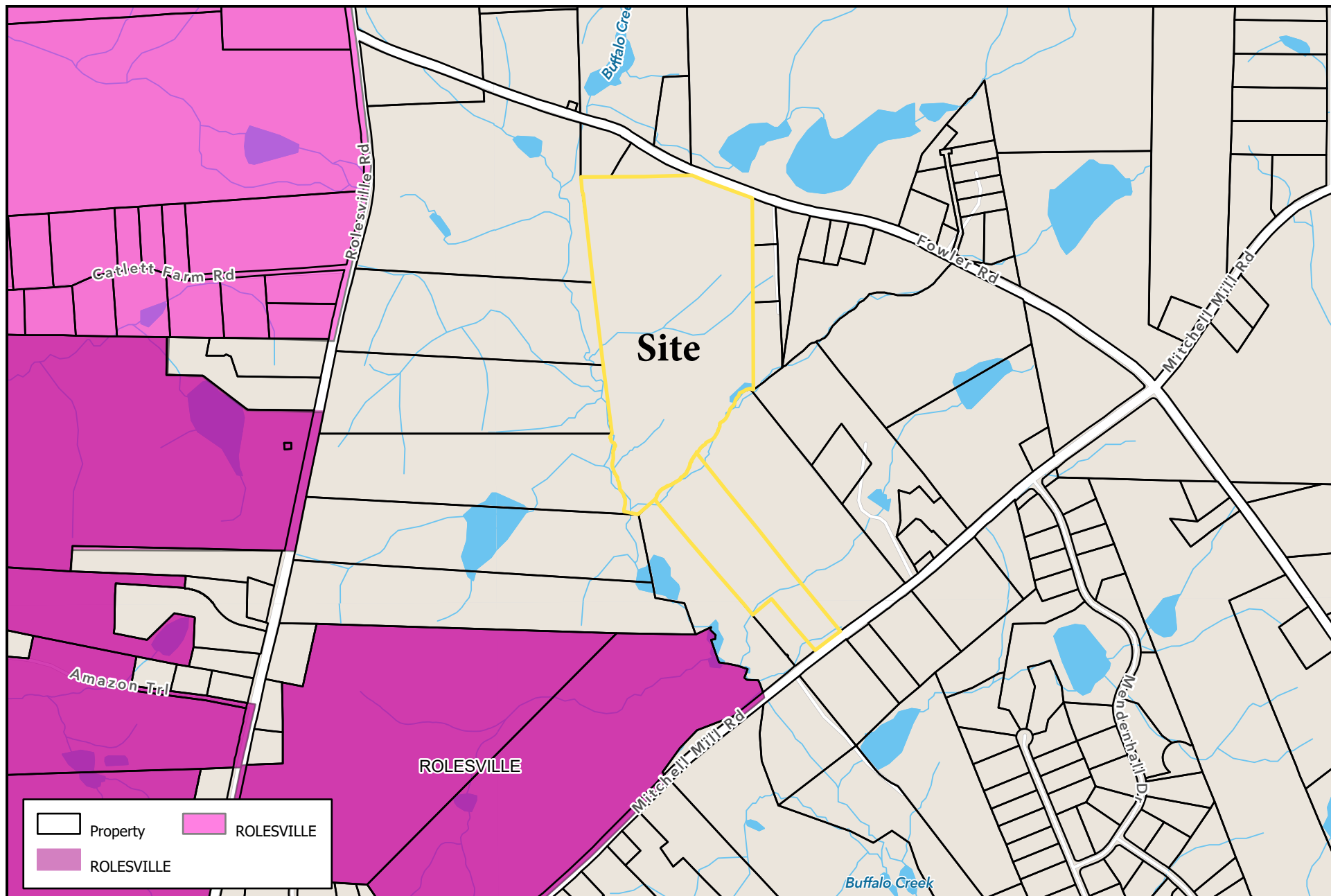
30 day of October 2024

My commission expires 11 June 2025

Signature

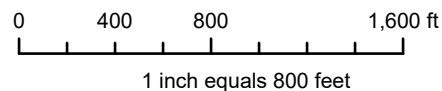
Seal





6520 Fowler Road & 6521 Mitchell Mill Road

Annexation Map



Disclaimer
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

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-2025-18
CASE ANX-25-01

WHEREAS, the Mayor and Board of Commissioners for the Town of Rolesville, North Carolina has 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 7:00 pm or thereafter on 5th day of August, 2025, after due notice; and

WHEREAS, the Mayor and Board of Commissioners finds 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 properties owned by Watkins, Randall Watkins, Laura (Tract 1), Watkins, Alan Watkins, Randy (Tract 2), Ellis Land Investment Company, LLC (Tract 3), and Watkins, Alan Watkins, Randy (Tract 4) is hereby annexed and made part of the Town of Rolesville effective as of the 5th day of August, 2025:

All that certain real property situated in the Town of Rolesville, Wake Forest Township, Wake County, North Carolina, described as follows:

THE BARBARA ANN JONES RICHARDS TRACTS (PINS 1768.04-60-2816 & 1767.02-69-6199) TO
BE ANNEXED INTO THE TOWN OF ROLESVILLE

Being all of those tracts or parcels of land located in Wake Forest Township, Wake County, North Carolina, and more particularly described:

Beginning at a tack in a stone, said stone located at the northwest corner of the subject tract (Barbara Ann Jones Richards - Pin 1768.04-60-2816), then along the southern property line of the Alford Tracts (Pins 1768.04-51-8609 and 1768.04-61-0621), North 88°34'18" East 741.72 feet to an existing nail in the centerline of Fowler Road (S.R. 2308 - 60' Public R/W), then, along the centerline of Fowler Road, South 69°31'54" East 315.39 feet to an existing nail, then, leaving the centerline of Fowler Road, South 00°08'47" East 1,185.41 feet along the western property line of the Edith Harrison Tracts (Pins 1768.04- 61-7282, 1768.04-60-7965, and 1768.04-60-7594) to an existing iron pipe, then South 19°17'59" West 11.14 feet to a computed point in the centerline of Jones Creek, then, following the run of Jones Creek,

South 29°30'12" West 34.21 feet to a computed point,

South 57°32'58" West 16.00 feet to a computed point,

North 89°13'54" West 12.49 feet to a computed point,

South 70°03'16" West 17.55 feet to a computed point,

South 18°59'17" West 14.48 feet to a computed point,

South 63°45'33" West 20.62 feet to a computed point,

South 20°24'01" West 31.53 feet to a computed point,

North 79°39'40" West 7.41 feet to a computed point,

South 49°45'27" West 33.39 feet to a computed point,

South 62°35'00" West 37.78 feet to a computed point,

South 00°36'33" East 16.93 feet to a computed point,

South 04°43'29" East 16.97 feet to a computed point,

North 75°00'08" West 11.31 feet to a computed point,

South 60°42'13" West 19.87 feet to a computed point,

South 36°36'47" West 16.83 feet to a computed point,

South 10°54'28" West 8.67 feet to a computed point,

South 44°52'04" West 14.47 feet to a computed point,

South 02°32'51" West 16.09 feet to a computed point,

South 29°28'40" West 13.33 feet to a computed point,

South 01°17'28" East 10.33 feet to a computed point,

South 24°14'08" West 13.22 feet to a computed point,

South 22°03'43" West 38.30 feet to a computed point,

South 26°52'18" West 28.92 feet to a computed point,

South 11°16'25" West 23.29 feet to a computed point,

South 35°17'58" West 13.69 feet to a computed point,

South 17°57'36" West 10.92 feet to a computed point,

South 27°09'59" East 13.64 feet to a computed point,

South 23°59'33" West 9.37 feet to a computed point,

South 57°36'24" West 21.84 feet to a computed point,

South 29°24'20" West 14.25 feet to a computed point,

South 10°34'18" East 31.31 feet to a computed point,

South 55°27'59" West 8.34 feet to a computed point,

then, along the property line of Wallace G. Jones (Pin 1767.02-79-1307), South 38°52'23" East 1320.84 feet to nail set at the centerline of Mitchell Mill Road (S.R. 2224 - 60' Public R/W), then, along the centerline of Mitchell Mill Road, South 52°41'45" West 198.51 feet to a nail set, then leaving the centerline of Mitchell Mill Road, North 38°52'49" West 399.75 feet along the property line of Bobby Ray & Carolyn C. Chalk (Pin 1767.02-68-8777) to an iron pipe found, then South 51°48'18" West 150.00 feet to a set rebar, then along the property line of Norma Aguilar (Pin 1767.02-68-5863), North 38°52'02" West 936.77 feet to a computed point in the run of Jones Creek, then along the run of Jones Creek,

South 69°55'53" West 9.38 feet to a computed point,

South 87°33'25" West 16.01 feet to a computed point,

South 66°02'25" West 40.47 feet to a computed point,

South 45°16'52" West 53.88 feet to a computed point

in the run of Buffalo Creek; then, along the run of Buffalo Creek and along the Donnie L. & Patsy Woodlief property,
North 37°52'33" West 162.05 feet to a computed point,
North 19°58'53" West 110.90 feet to a computed point,
North 22°56'00" West 133.74 feet to a computed point,
and North 08°29'35" East 92.71 feet to a computed point,
in the creek, then leaving the run of Buffalo Creek, along the Janice Gayle W. Stallings and Harrell Stallings property, the Billy Craig Woodlief and Ellen Woodlief Holding property, and the Carlyle D. Woodlief and Alma D. Woodlief property (pins 1768.03-40-9261, 1768.04-50-0618, & 1768.04-51-1519, respectively), North 06°53'37" West 1554.16 feet to the point and place of beginning and being two tracts to be annexed into the Town Of Rolesville and having a total area of 46.106 acres.

Section 2. That the Mayor and Board of Commissioners directs 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 the State of North Carolina.

Adopted this 5th day of August, 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 5th day of August, 2025.

Christina Ynclan
Town Clerk

Memo

To: Mayor Currin and Town Board of Commissioners
From: Michael Elabarger, Interim Planning Director & Meredith Gruber, Senior Planner
Date: July 29, 2025
Re: TA-25-05 Land Development Ordinance (LDO) Text Amendments to Sections 3.4.1., 3.4.2., 3.4.3., and 6.8.6.G. to Change Multifamily Building Transparency Requirements

Background

Land Development Ordinance (LDO) Text Amendment Application TA-25-05 was submitted by Mark Frederick of Parker Poe on behalf of Crosland Southeast. The application proposes modifying LDO Sections 3.4.1., 3.4.2., 3.4.3., and 6.8.6.G. related to **building façade transparency requirements for Multifamily development**. The following items are noted:

1. Transparency is defined in LDO Section 11 as “... *the percentage of windows and doors on the elevations of a building. Transparency requirements promote visually appealing building facades. Transparency standards control the minimum percentage of windows and doors that must make up a ground floor (first story) or upper story facade.*”
2. In all the referenced LDO Sections, the “applicability” of the Transparency requirements are limited only to building facades that face a public and/or private street - thus, in most instances, not all the “sides” of a Building are required to comply with Transparency requirements; it is required on building sides where it is expected to have significant and regular view from the passing public.
3. The Applicant notes that the current transparency requirements for Multifamily buildings are more restrictive than other Wake County municipalities.

Proposed Text Amendment

The Zoning specific use of **Dwelling, Multiple Family** is a Permitted use in the following Zoning Districts:

- Residential High Density (RH) Zoning District;
- Town Center District (TC) Zoning District; *this is a ‘mixed use’ district.*
- Activity Center (AC) Zoning District; *this is a ‘mixed use’ district.*
- Neighborhood Center (NC) Zoning District; *this is a ‘mixed use’ district.*

The following sections of the LDO are affected:

- 6.8.6.G. / Multifamily Design Standards / Transparency
- 3.4.1. / Table 3.4.1 / Building & Site Design / Minimum Transparency (the TC District);
- 3.4.2. / Table 3.4.2. / Building & Site Design / Minimum Transparency (the AC District);
- 3.4.3. / Table 3.4.3. / Building & Site Design / Minimum Transparency (the NC District);

The subject text amendments propose to modify and reduce the minimum Transparency requirements – for the Multifamily building type, and only the Multifamily building type - to twenty-five percent (25%) in all the zoning districts in which *Dwelling, Multiple Family*, is a permitted use.

- RH District – Amend Section 6.8.6.G., which regulates Multifamily Building design in the RH District, by reducing from thirty percent (30%) to twenty-five percent (25%);
- TC / AC / NC Districts - Amend Sections 3.4.1, 3.4.2, and 3.4.3, which regulates minimum transparency for ALL types of Buildings in these Districts, respectively, by amending the following only for the Multifamily building type:
 - o On First floors, reduction from forty percent (40%) to twenty-five percent (25%);
 - o On all Upper floors over the First Floor, reduction from thirty-five percent (35%) to twenty-five percent (25%).

See the attached application for Text Amendment TA-25-05. It includes the proposed text shown in blue and underlined and deletions in ~~red-strikethrough~~. The document also includes an extensive description and a justification statement.

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.

Staff recommends approval of TA-25-05 Land Development Ordinance (LDO) Text Amendments to Sections 3.4.1., 3.4.2., 3.4.3., and 6.8.6.G. to Change Multifamily Building Transparency Requirements. Adjusting transparency requirements for Multifamily buildings only may contribute to the creation of housing diversity through the addition of future multifamily development. It is worth pointing out that buildings with thirty-five (35) to forty (40) percent transparency typically include other uses like retail and office space that have larger windows than residential development does. To clarify, there are no such transparency requirements for any of the various forms of single-family or two-family (double) dwellings – transparency as a standard is ‘first’ applied to Multifamily buildings, and then all commercial and mixed-use building types; Industrial building types (LDO 6.8.7) have no transparency requirements.

Planning Board Meeting

The Planning Board met on June 23, 2025 to review and provide a recommendation on the Text Amendment application, TA-25-05, Multifamily Transparency Requirements. The Board unanimously recommended approval with a vote of 5 – 0.

Consistency and Reasonableness

As noted in the Staff Analysis and Recommendation section of this report, adjusting transparency requirements for Multifamily buildings only may contribute to the creation of housing diversity through the addition of future multifamily development. TA-25-05 is consistent with Rolesville's Comprehensive Plan and is therefore reasonable.

Proposed Motion

- Motion to (*approve or deny*) TA-25-05, Multifamily Building Transparency Requirements

If TA-25-05 is approved:

- Motion to adopt a statement of consistency and reasonableness because TA-25-05 is consistent with Rolesville's Comprehensive Plan and is therefore reasonable

Or

- Motion to continue TA-25-05, Multifamily Building Transparency Requirements, to a future Town Board meeting (provide date certain)

Attachments

1. Text Amendment Application TA-25-05 from Mark Frederick, Parker Poe
2. LDO Section 3 Proposed Text Amendment language
3. LDO Section 6 Proposed Text Amendment language
4. Ordinance ORD-2025-19



Case No. _____

Date _____

Text Amendment Application

Contact Information

Name Mark Frederick on behalf of Crosland Southeast

Address 301 Fayetteville Street, Suite 1400

City/State/Zip Raleigh, NC 27601

Phone 919-835-4023

Email markfrederick@parkerpoe.com

Amendment Information

This petition is to amend the Unified Development Ordinance Section(s) 3.4.1; 3.4.2; 3.4.3; and 6.8.6.G

to allow amended building transparency requirements.

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 J. Austin Williams Date 4/1/2025

STATE OF NORTH CAROLINA

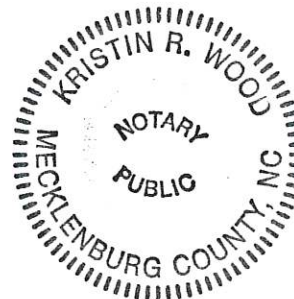
COUNTY OF Mecklenburg

I, a Notary Public, do hereby certify that J. Austin Williams

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This the 1st day of April 2025.

My commission expires May 11, 2025.

Signature Kristin R. Wood Seal



Town of Rolesville Planning

PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.554.6517

Exhibit A
Transparency Text Amendment Application

Description of Text Amendment

This text amendment application (“Text Change”) is filed in order to modify Sections 3.4.1, 3.4.2, 3.4.3, and 6.8.6.G of the Town of Rolesville’s Land Development Ordinance (LDO) related to building façade transparency requirements for multifamily buildings.

LDO Section 6.8.6.G currently requires multifamily buildings to have a minimum transparency of 30% on the ground floor and upper floors for any façade facing a public and/or private street, unless stated otherwise in the LDO. For property located in the Town Center District (LDO Section 3.4.1), the Activity Center District (LDO Section 3.4.2), or the Neighborhood Center District (LDO Section 3.4.3), the LDO requires a minimum transparency of 40% on the first floor and 35% on each story above for all building types.

The proposed transparency standards will require multifamily buildings to have a minimum transparency of 25% on all floors for any façade facing a public and/or private street. This new standard will apply in all zoning districts, including the mixed use districts (Town Center District, Activity Center District, and Neighborhood Center District). The current transparency requirements in the mixed use districts would remain enforceable for non-residential buildings and mixed use buildings.

The current transparency requirements for multifamily buildings, while well-intentioned, have proven overly restrictive, creating unintended barriers to economic development and community growth. Nearby towns with more moderate transparency requirements have successfully maintained vibrant, pedestrian-friendly streetscapes while allowing for a diversity of architectural styles - a balance Rolesville can achieve with this Text Change. For example, the City of Raleigh’s most restrictive transparency standard for multifamily buildings is a minimum of 20% on the ground floor and 15% on upper floors. The Town of Cary does not have ground floor transparency standards for multifamily buildings, and requires a minimum of 20% on upper floors. By adjusting the town’s transparency standards to more closely align with those of neighboring municipalities, Rolesville can foster a more balanced, practical, and regionally consistent approach to zoning without compromising the aesthetic or functional integrity of the community.

Text Amendment Justification

The proposed text amendment is consistent with the Text Amendment Review Standards in LDO Appendix A, Section 2.4.F.

1. Whether the proposed amendment is consistent with the comprehensive plan and other applicable adopted Town plans;

Response: The proposed Text Change is consistent with the following policies of the Comprehensive Plan and Main Street Vision Plan:

- Comprehensive Plan Goal LU1. Encourage a walkable, connected Town in the face of rapid growth. *Comprehensive Plan pg. 42*. This Text Change will encourage the development of more dense residential development in mixed use districts, which will create a more walkable, connected Town.

- Comprehensive Plan Goal D1.1. Take actions to ensure that new housing stock provides diverse options around Main Street. “New neighborhoods that are developed should provide a ***mixture of housing options for young adults, families, senior citizens, etc.*** so that citizens can age in place and have options for their housing expectations.” *Comprehensive Plan pg. 83 (emphasis added)*. This Text Change will encourage the development of more dense residential development in the Town Center district and other mixed use districts, which will bring much needed daytime foot traffic to Rolesville to patronize shops and restaurants and promote the development of additional retail shops downtown.
- Main Street Vision Plan, Corridor Development Strategy 1 for the Central - Lifestyle Village (Main & Burlington Mills): “Support market rate housing development with mix of product types: townhomes, apartments, senior housing.” *Main Street Vision Plan, pg. 80*.
- Main Street Vision Plan, Corridor Development Strategy 3 for the Central - Lifestyle Village (Main & Burlington Mills): “Housing product to incorporate higher densities.” *Main Street Vision Plan, pg. 80*.
- Main Street Vision Plan, Corridor Development Strategy 1 for All Areas: “Facilitate expanded new housing options along the corridor.” *Main Street Vision Plan, pg. 80*.

2. Whether the proposed amendment conflicts with any standard of the LDO, Comprehensive Plan, and/or the Town Code;

Response: The Text Change does not conflict with any standards of the LDO, Comprehensive Plan, or Town Code. Rather, the Text Change will align Rolesville with proven practices from comparable communities.

3. Whether there are changed conditions that require a text amendment;

Response: The current transparency standards place Rolesville at a competitive disadvantage, discouraging the type of growth and development envisioned for mixed use areas. By adjusting the town’s transparency standards to more closely align with those of neighboring municipalities, Rolesville can foster a more balanced, practical, and regionally consistent approach to zoning without compromising the aesthetic or functional integrity of the community.

4. Whether the proposed amendment addresses a demonstrated need within the community;

Response: The Town has adopted policies and plans to encourage walkable, connected development in mixed use districts and along Main Street. By adjusting the town’s transparency standards to more closely align with those of neighboring municipalities, Rolesville can foster a more balanced, practical, and regionally consistent approach to zoning without compromising the aesthetic or functional integrity of the community.

- 5. Whether the proposed amendment is consistent with the purpose and intent of the zoning districts of the LDO, would improve compatibility among uses, ensure efficient development within the Town, and addresses a standard that is inadequate for development in the LDO; and**

Response: The proposed Text Change is consistent with the purpose and intent of the mixed use districts, which is to encourage compact, urban forms of development in designated areas across the Town. The current standards are overly restrictive, creating unintended barriers to economic development and community growth. By adjusting these standards to more closely align with those of neighboring municipalities, the Town can foster a more balanced, practical, and regionally consistent approach to zoning without compromising the aesthetic or functional integrity of the community. Encouraging more dense residential development within mixed use districts will create the vibrant, walkable, and urban form of development envisioned for these areas.

- 6. Whether the proposed amendment would negatively affect health, safety, and welfare of the Town.**

Response: The Text Change will not negatively affect health, safety, and welfare of the Town. Rather, it will improve health, safety, and general welfare by encouraging the development of housing in mixed use areas to create a vibrant, walkable built environment.

4. **Rooflines.** Building rooflines that face a street shall not exceed a linear distance of thirty-five (35) feet without the introduction of a physical articulation of no less than one (1) foot in the vertical direction.

3.4.1. TOWN CENTER DISTRICT (TC)

A. **Purpose and Intent.**

1. The Town of Rolesville recognizes the importance of the Town Center (TC) district to serve as the town's traditional town center that features areas of economic, entertainment and community activities that encourages pedestrian accessibility and activity.
2. The intent of the TC district is to create a vibrant, active town center that features a mix of uses, residential and nonresidential;
3. Require specific design and development related standards to create an environment where residents and visitors of Rolesville can live, work and play; and
4. Regulate development per the standards defined for the district.

B. **Timing of Development.**

1. To ensure compliance with the intent and standards for a mix of uses within the TC District, for any development application, a maximum of fifty (50) percent of the approved residential units may be issued building permits until at least twenty-five (25) percent of the approved non-residential square footage has been issued a building permit.
2. The remaining residential units may be permitted upon approval (permit) of at least fifty (50) percent of approved non-residential square footage.
3. The required percentage may be modified as part of an approved development agreement.

Table 3.4.1. TC District Development Standards

STANDARDS		TC REQUIREMENTS
Building Height		<p>Max: 35' (By Right)</p> <p>If Design Alternative Is Approved, Maximum 60' In Height If an Interior Sprinkler or Fire Suppression System Is Required. 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		<p>20 Units/Acre (Single-Use Residential Building)</p> <p>(No Density Standard for Upper Story Residential When Part of a Mixed-Use Building, And/or Live-Work Unit)</p>
Building Placement (Min/Max) See also Street Walls	Front	0'/20'
	Side	0'/15'
	Rear	0'/45'
Lot	Length (Min)	50'
	Width (Min)	<p>25'</p> <p>20' (Attached)</p>
	Coverage (Max)	N/A
Frontage	% Requirement	50%
	Active Use Areas	<p>Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less)</p> <p>Maximum AUA Depth: 10'</p>
	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	<p>Maximum Length: 50% of Building Frontage</p> <p>Maximum Encroachment: 6'</p> <p>Minimum Clearance: 8'</p>

ROLESVILLE LAND DEVELOPMENT ORDINANCE

		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
Building and Site Design		
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)		35,000 Square Feet 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) (Excluding Residential Only Structures)		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

3.4.2. ACTIVITY CENTER (AC)

A. **Purpose and Intent.** The Activity Center (AC) zoning district intends to:

1. Allow for mixed-use developments throughout the town that are located at major intersections and corridors;
2. Feature a mixture of uses, residential and non-residential;
3. Create development that encourages active living where residents and visitors can live, work and play;
4. Require development and redevelopment that allows for enhanced pedestrian activity; and
5. Regulate development per the standards defined for the district.

B. **Mixed-Use District by Zoning Map Amendment.** The AC district can only be implemented via a zoning map amendment within appropriate land use classifications, including but not limited to Mixed Use Neighborhood and Medium Density Residential. The AC district shall require a site plan as part of the zoning map amendment.

C. **Minimum Size.** An AC district development shall be a minimum three (3) acres in size. A maximum fifty (50) percent of gross acreage can be dedicated to residential uses.

D. **Mixture of Uses and Timing of Development.**

1. A minimum twenty (20) percent allocation of gross area for nonresidential uses is required.
2. Buffers, open space, and stormwater facilities shall not be included in the calculation of the required twenty (20) percent allocation.
3. Uses can be integrated vertically or horizontally.
4. To ensure compliance with the intent and standards for a mix of uses within the AC district, a maximum fifty (50) percent of the residential units may be permitted until at least twenty-five (25) percent of the approved non-residential square footage is permitted (issue of a building permit).

5. The remaining residential units may be permitted upon approval (permit) of at least fifty (50) percent of approved non-residential square footage.
6. The standards in 3.4.2.D may be modified as part of an approved development agreement by the BOC.

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)	Front ^{*1}	15'/75'
	Side ^{*2}	5'/50'
	Rear ^{*3}	10'/75'
Lot	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	<p>Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less)</p> <p>Maximum AUA Depth: 10'</p>

ROLESVILLE LAND DEVELOPMENT ORDINANCE

	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
Building and Site Design		
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} (Excluding Residential Only Structures)		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
<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>	

3.4.3. NEIGHBORHOOD CENTER (NC)

- A. **Purpose and Intent.** The Mixed-Use Neighborhood Center (NC) zoning district intends to:
1. Allow for development that is more suburban in nature and centered on a mixture of less intense uses that include a limited commercial component;
 2. Permit small-scale, neighborhood-oriented commercial uses that are compatible with nearby residential uses;
 3. Allow for less intense uses through the Permitted Principal Use Table as defined in Section 5.1; and
 4. Regulate development per the standards defined for the district.
- B. **Mixed-Use District by Zoning Map Amendment.** The NC district can only be implemented via a zoning map amendment within appropriate land use classifications, including but not limited to Mixed Use Neighborhood and Medium Density Residential. The NC district shall require a site plan as part of the zoning map amendment.
- C. **Minimum Size.** An NC district development shall have no minimum size. A maximum seventy-five (75) percent of gross acreage can be dedicated to residential uses.
- D. **Mixture of Uses and Timing of Development.**
1. A NC development shall feature a minimum fifteen (15) percent allocation of gross area for nonresidential uses.
 2. Buffers, open space, and stormwater facilities shall not be included in the calculation of the required fifteen (15) percent allocation.
 3. Uses can be integrated vertically or horizontally.
 4. To ensure compliance with the intent and standards for a mix of uses within the NC district, a maximum fifty (50) percent of the residential units may be permitted until at least twenty-five (25) percent of the approved non-residential square footage is permitted (issue of a building permit).
 5. The remaining residential units may be permitted upon approval (permit) of

at least fifty (50) percent of approved non-residential square footage.

6. The standards in 3.4.3.D may be modified as part of an approved development agreement by the BOC.

Table 3.4.3. NC District Development Standards

STANDARDS		NC 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		8 Units/Acre (By Right)
Building Placement (min/max)	Front * ¹	15'/100'
	Side * ²	10'/50'
	Rear * ³	10'/50'
Lot	Length (Min)	100'
	Width (Min)	<p>50'</p> <p>20' (Attached)</p>
	Coverage (Max)	N/A
Frontage	% Requirement	<p>25%</p> <p>Outparcel buildings may be used to meet frontage requirements</p>
	Active Use Areas	Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less)

ROLESVILLE LAND DEVELOPMENT ORDINANCE

	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	Maximum AUA Depth: 10'
		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
Building and Site Design		
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) (Excluding Residential Only Structures)		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
<u>Notes:</u> ^{*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.	

3.5. INACTIVE DISTRICTS

A. Inactive Districts. Planned Unit Development (PUD) zoning district is retired with adoption of the Land Development Ordinance (LDO). Under the provisions of this LDO, no new zoning map amendment applications will be accepted for the Planned Unit Development (PUD) zoning district. However, properties or parcel assemblages governed by this pre-existing zoning classification may continue to be developed pursuant to the regulations adopted for the approved PUD.

2. Decorative hinges;
3. Columns, pilasters, posts or vertical design features;
4. High quality materials other than vinyl or aluminum; and/or
5. Overhangs, eaves, awning or similar design element that projects at least twelve (12) inches beyond the façade above the garage door

6.8.6. MULTIFAMILY DESIGN STANDARDS

A. **Intent and Applicability.** Multifamily design standards are additional standards intended to supplement the required zoning district development standards and specific use standards defined in this LDO. These design standards shall be required for all new multifamily buildings (including triplexes and quadplexes) and/or developments. Single family uses, including townhouses or attached single family, are exempt from these standards.

B. **Standards.** Multifamily design standards shall:

1. Promote and enhance pedestrian scale;
2. Feature appropriate levels of building articulation, transparency, and design elements, per the standards of this section;
3. Limit undesirable design elements and promote desirable design elements, as defined in this LDO;
4. Screen loading and delivery areas and mechanical use areas, including roof top equipment; and
5. Position primary entrance of a building toward a street.

C. **Prohibited Design Elements.** Design elements which do not promote high quality development or redevelopment, and of which should avoid facing public streets and civic space areas, are not allowed and shall include the following prohibited design elements:

1. Large, monotonous, unarticulated blank wall surfaces;
2. Exposed and untreated block walls;
3. False fronts;

4. Lack of architectural features; and
5. Lack of change in materials

D. Required Design Elements. Design elements that promote a high-quality development or redevelopment include the following required design elements which shall be included for all multifamily buildings subject to this section:

1. Consistent architectural style, detail and trim;
2. Facades which break down large elements of mass and scale where appropriate;
3. Architectural details and articulation;
4. Material changes reflective of function and appropriately placed;
5. Canopies, porches, stoops, roof overhangs;
6. Shade and weather protection for ground floor entrances;
7. Design elements such as cornice lines, columns, arches; and
8. Various fenestration and transparency elements

E. Building Orientation and Placement.

1. Multifamily buildings which abut streets shall be required to be oriented parallel to the street.
2. Multifamily buildings shall not be oriented at an angle to the street.
3. Developments with several multifamily buildings shall cluster buildings along streets or internal rights-of-way to allow for enhanced open space and recreation areas within the area of the development.
4. Developments with several multifamily buildings shall ensure no more than sixty (60) percent of the off-street parking area for the entire property is located between the front facade within the front yard of the principal building(s) and the primary abutting street unless the principal building(s) and/or parking lots are screened from view by outparcel development.

F. Building Facades. Building form design shall take into account mass, scale, and articulation. Building facades shall be designed with a consistent architectural style,

detail, and trim features. Facades which face a street, shall provide at minimum four (4) of the following elements:

1. A change in plane, such as an offset, reveal or projecting rib. Such plane projections or recesses shall have a width of no less than six (6) inches (columns, planters, arches, voids, etc.);
2. Architectural details such as raised bands and cornices;
3. Integrated planters that utilize landscaped areas for decorative details;
4. Awnings and or arcade;
5. Covered porches, terraces, lanais or balconies intended for private use by residents of the multifamily structure;
6. Shutters;
7. Pillars or posts;
8. Bay windows;
9. Roof eaves of at least three (3) inch wide trim
10. Complementary change in color; and/or
11. Complementary change in material/texture.

G. **Transparency.** Building facades shall be designed to have a minimum transparency, through the use of windows and doors, on ground floor and upper floors. Transparency standards shall apply to all sides of a buildings facing a public and/or private street. Transparency shall not be required for service areas, loading/unloading areas, or those areas not visible from the public and/or private street. The minimum transparency for multifamily buildings is ~~thirty~~ twenty-five (~~30~~25) percent, unless stated otherwise in this LDO.

H. **Blank Wall/Articulation Standards.** Blank wall area is understood to be an undesirable design feature and shall be limited as follows. Blank wall area standards shall apply to the front and sides of buildings or any portion of a building fronting a residential area or public or private street, and shall comply with the standards below:

1. *Blank wall area* shall be understood to refer to portions of an exterior façade

that does not include windows, doors, columns, pilasters, architectural features greater than one (1) foot in depth, or a substantial material change.

2. Paint shall not be considered a substantial material change.
 3. Blank wall area applies in both a vertical and horizontal direction of the building façade and applies to ground floors and upper floors.
 4. The maximum continuous blank wall area shall be a maximum thirty-five (35) square feet without a break by windows, doors, architectural features greater than one (1) foot in depth, or a substantial material change.
 5. Except as otherwise regulated, the maximum permitted blank wall length for the rear of buildings shall be one-hundred (100) feet, or twenty-five (25) percent of the building length, whichever is less.
- I. **Entrances.** The entrances of a residence along the front façade of a multifamily building are the most highly designed side of a building. A primary facade and main building entry shall face the right-of-way, and additional entrances are encouraged facing local streets, parking lots, plazas and adjacent buildings. Buildings adjacent to public rights-of-way shall have at least one (1) entrance providing access to the right-of-way. This entrance shall remain in operation and not be closed off to residents. Separate entrances to upperstory units shall be prohibited from being visible street rights-of-way. All multifamily development and redevelopment shall provide no less than four (4) of the following items for building entrances:
1. A change in plane indicating a building entrance;
 2. Building wall projection;
 3. Recess of entry at least three (3) feet;
 4. Architectural features and fenestration;
 5. Variety in color, material, texture orienting pedestrians to the building entrance;
 6. Ornamental doors;
 7. Covered entries including awnings, arcade or eave;
 8. Windows;

9. Porches;
10. Arches, columns, stoops, cornices.

J. Porches/Balconies.

1. Porches, including covered porches, stoops, awnings, and bay windows and wings may only extend into the front yard up to five (5) feet. Encroachments may be permitted up to fifty (50) percent of the total length of the respective façade.
2. Balconies shall project or recess a minimum of two (2) feet from the façade.

K. Accessory Structures. All accessory structures for multifamily buildings and/or developments shall comply with the following standards:

1. Garages, carports, or covered parking areas shall be provided from local streets or alleys. Entrances to parking garages are exempt from this standard and may be accessed from street rights-of-way, alleys or internal courtyards or accesses.
2. Accessory structures shall have similar exterior materials, colors and roof forms as the principal structure.

L. Miscellaneous Requirements.

1. All utility equipment (including meters and conduits) attached to a building shall be painted to match the primary surface color of the wall on which it is attached, painted to match accent colors used on the façade, or be blocked from view (where practicable) through the use of landscaping or screens.
2. Downspouts shall be painted to match the primary surface color of the wall on which it is attached, be painted to match accent colors used on the façade, or be constructed of materials that complement the architectural style of the structure.
3. Refuse collection areas shall be distributed evenly throughout multiple building multifamily developments.
4. Roofing materials should complement the color and texture of the building façade.

4. **Rooflines.** Building rooflines that face a street shall not exceed a linear distance of thirty-five (35) feet without the introduction of a physical articulation of no less than one (1) foot in the vertical direction.

3.4.1. TOWN CENTER DISTRICT (TC)

A. **Purpose and Intent.**

1. The Town of Rolesville recognizes the importance of the Town Center (TC) district to serve as the town's traditional town center that features areas of economic, entertainment and community activities that encourages pedestrian accessibility and activity.
2. The intent of the TC district is to create a vibrant, active town center that features a mix of uses, residential and nonresidential;
3. Require specific design and development related standards to create an environment where residents and visitors of Rolesville can live, work and play; and
4. Regulate development per the standards defined for the district.

B. **Timing of Development.**

1. To ensure compliance with the intent and standards for a mix of uses within the TC District, for any development application, a maximum of fifty (50) percent of the approved residential units may be issued building permits until at least twenty-five (25) percent of the approved non-residential square footage has been issued a building permit.
2. The remaining residential units may be permitted upon approval (permit) of at least fifty (50) percent of approved non-residential square footage.
3. The required percentage may be modified as part of an approved development agreement.

Table 3.4.1. TC District Development Standards

STANDARDS		TC REQUIREMENTS
Building Height		<p>Max: 35' (By Right)</p> <p>If Design Alternative Is Approved, Maximum 60' In Height If an Interior Sprinkler or Fire Suppression System Is Required. 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		<p>20 Units/Acre (Single-Use Residential Building)</p> <p>(No Density Standard for Upper Story Residential When Part of a Mixed-Use Building, And/or Live-Work Unit)</p>
Building Placement (Min/Max) See also Street Walls	Front	0'/20'
	Side	0'/15'
	Rear	0'/45'
Lot	Length (Min)	50'
	Width (Min)	<p>25'</p> <p>20' (Attached)</p>
	Coverage (Max)	N/A
Frontage	% Requirement	50%
	Active Use Areas	<p>Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less)</p> <p>Maximum AUA Depth: 10'</p>
	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	<p>Maximum Length: 50% of Building Frontage</p> <p>Maximum Encroachment: 6'</p> <p>Minimum Clearance: 8'</p>

		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
Building and Site Design		
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)		35,000 Square Feet 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) (Excluding Residential Only Structures)		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

3.4.2. ACTIVITY CENTER (AC)

A. **Purpose and Intent.** The Activity Center (AC) zoning district intends to:

1. Allow for mixed-use developments throughout the town that are located at major intersections and corridors;
2. Feature a mixture of uses, residential and non-residential;
3. Create development that encourages active living where residents and visitors can live, work and play;
4. Require development and redevelopment that allows for enhanced pedestrian activity; and
5. Regulate development per the standards defined for the district.

B. **Mixed-Use District by Zoning Map Amendment.** The AC district can only be implemented via a zoning map amendment within appropriate land use classifications, including but not limited to Mixed Use Neighborhood and Medium Density Residential. The AC district shall require a site plan as part of the zoning map amendment.

C. **Minimum Size.** An AC district development shall be a minimum three (3) acres in size. A maximum fifty (50) percent of gross acreage can be dedicated to residential uses.

D. **Mixture of Uses and Timing of Development.**

1. A minimum twenty (20) percent allocation of gross area for nonresidential uses is required.
2. Buffers, open space, and stormwater facilities shall not be included in the calculation of the required twenty (20) percent allocation.
3. Uses can be integrated vertically or horizontally.
4. To ensure compliance with the intent and standards for a mix of uses within the AC district, a maximum fifty (50) percent of the residential units may be permitted until at least twenty-five (25) percent of the approved non-residential square footage is permitted (issue of a building permit).

5. The remaining residential units may be permitted upon approval (permit) of at least fifty (50) percent of approved non-residential square footage.
6. The standards in 3.4.2.D may be modified as part of an approved development agreement by the BOC.

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)	Front ^{*1}	15'/75'
	Side ^{*2}	5'/50'
	Rear ^{*3}	10'/75'
Lot	Length (Min)	75'
	Width (Min)	<p>50'</p> <p>20' (Attached)</p>
	Coverage (Max)	N/A
Frontage	% Requirement	<p>35%</p> <p>Outparcel buildings may be used to meet frontage requirements</p>
	Active Use Areas	<p>Permitted; Maximum Length: 25' or 75% of Building Frontage (Whichever is Less)</p> <p>Maximum AUA Depth: 10'</p>

	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	<p>Maximum Length: 50% of Building Frontage</p> <p>Maximum Encroachment: 6'</p> <p>Minimum Clearance: 8'</p> <p>Balconies, Awnings, And Porches Are Permitted Encroachments</p> <p>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</p>
	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		<p>Property Perimeter, Parking Perimeter and Vehicle Use Areas and Service Areas; Foundation Plantings</p> <p>Permitted Open Space Types: Green, Commons, Square, Plaza</p>
Building and Site Design		
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)		<p>50,000 Square Feet</p> <p>Maximum Single-Use Size May Increased If Approved as Part of An Approved Development Agreement by the BOC.</p> <p>No Size Limits for Mixed-Use Buildings; Only Commercial on Ground Floor</p>
Maximum Blank Wall		<p>Maximum 50 Square Feet Blank Wall Area Or 15% Of the Total Wall Area</p> <p>A Maximum 25' In Length Without a Compliant Design Feature</p>
Minimum Transparency % (By Story) (Excluding Residential Only Structures)		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		<p>Drive-Throughs</p> <p>Parking Areas (Excluding On-Street Parking) Fronting Public Streets</p> <p>May Be Utilized to Meet the Building Frontage Requirements</p>



Rooflines	Only Flat and Gable Roofs Are Permitted; Parapets May Extend 36" Above the Roofline; Mansard Roofs Are Prohibited
<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>	

3.4.3. NEIGHBORHOOD CENTER (NC)

- A. **Purpose and Intent.** The Mixed-Use Neighborhood Center (NC) zoning district intends to:
1. Allow for development that is more suburban in nature and centered on a mixture of less intense uses that include a limited commercial component;
 2. Permit small-scale, neighborhood-oriented commercial uses that are compatible with nearby residential uses;
 3. Allow for less intense uses through the Permitted Principal Use Table as defined in Section 5.1; and
 4. Regulate development per the standards defined for the district.
- B. **Mixed-Use District by Zoning Map Amendment.** The NC district can only be implemented via a zoning map amendment within appropriate land use classifications, including but not limited to Mixed Use Neighborhood and Medium Density Residential. The NC district shall require a site plan as part of the zoning map amendment.
- C. **Minimum Size.** An NC district development shall have no minimum size. A maximum seventy-five (75) percent of gross acreage can be dedicated to residential uses.
- D. **Mixture of Uses and Timing of Development.**
1. A NC development shall feature a minimum fifteen (15) percent allocation of gross area for nonresidential uses.
 2. Buffers, open space, and stormwater facilities shall not be included in the calculation of the required fifteen (15) percent allocation.
 3. Uses can be integrated vertically or horizontally.
 4. To ensure compliance with the intent and standards for a mix of uses within the NC district, a maximum fifty (50) percent of the residential units may be permitted until at least twenty-five (25) percent of the approved non-residential square footage is permitted (issue of a building permit).
 5. The remaining residential units may be permitted upon approval (permit) of

at least fifty (50) percent of approved non-residential square footage.

6. The standards in 3.4.3.D may be modified as part of an approved development agreement by the BOC.

Table 3.4.3. NC District Development Standards

STANDARDS		NC 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		8 Units/Acre (By Right)
Building Placement (min/max)	Front ^{*1}	15'/100'
	Side ^{*2}	10'/50'
	Rear ^{*3}	10'/50'
Lot	Length (Min)	100'
	Width (Min)	50' 20' (Attached)
	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)

	Encroachments (Upper Story Only; Only Where Clear of Public Utilities)	<p>Maximum AUA Depth: 10'</p> <p>Maximum Length: 50% of Building Frontage</p> <p>Maximum Encroachment: 6'</p> <p>Minimum Clearance: 8'</p> <p>Balconies, Awnings, And Porches Are Permitted Encroachments</p> <p>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</p>
	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		<p>Property Perimeter, Parking Perimeter and Vehicle Use Areas and Service Areas; Foundation Plantings</p> <p>Permitted Open Space Types: Green, Commons, Square, Plaza</p>
Building and Site Design		
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)		<p>25,000 Square Feet</p> <p>Maximum Single-Use Size May Increased If Approved as Part of An Approved Development Agreement by the BOC.</p> <p>No Size Limits for Mixed-Use Buildings; Only Commercial on Ground Floor</p>
Maximum Blank Wall		<p>Maximum 50 Square Feet Blank Wall Area Or 15% Of the Total Wall Area</p> <p>A Maximum 25' In Length Without a Compliant Design Feature</p>
Minimum Transparency % (By Story) (Excluding Residential Only Structures)		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
<u>Notes:</u> ^{*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.	

3.5. INACTIVE DISTRICTS

A. Inactive Districts. Planned Unit Development (PUD) zoning district is retired with adoption of the Land Development Ordinance (LDO). Under the provisions of this LDO, no new zoning map amendment applications will be accepted for the Planned Unit Development (PUD) zoning district. However, properties or parcel assemblages governed by this pre-existing zoning classification may continue to be developed pursuant to the regulations adopted for the approved PUD.

2. Decorative hinges;
3. Columns, pilasters, posts or vertical design features;
4. High quality materials other than vinyl or aluminum; and/or
5. Overhangs, eaves, awning or similar design element that projects at least twelve (12) inches beyond the façade above the garage door

6.8.6. MULTIFAMILY DESIGN STANDARDS

A. **Intent and Applicability.** Multifamily design standards are additional standards intended to supplement the required zoning district development standards and specific use standards defined in this LDO. These design standards shall be required for all new multifamily buildings (including triplexes and quadplexes) and/or developments. Single family uses, including townhouses or attached single family, are exempt from these standards.

B. **Standards.** Multifamily design standards shall:

1. Promote and enhance pedestrian scale;
2. Feature appropriate levels of building articulation, transparency, and design elements, per the standards of this section;
3. Limit undesirable design elements and promote desirable design elements, as defined in this LDO;
4. Screen loading and delivery areas and mechanical use areas, including roof top equipment; and
5. Position primary entrance of a building toward a street.

C. **Prohibited Design Elements.** Design elements which do not promote high quality development or redevelopment, and of which should avoid facing public streets and civic space areas, are not allowed and shall include the following prohibited design elements:

1. Large, monotonous, unarticulated blank wall surfaces;
2. Exposed and untreated block walls;
3. False fronts;

4. Lack of architectural features; and
5. Lack of change in materials

D. **Required Design Elements.** Design elements that promote a high-quality development or redevelopment include the following required design elements which shall be included for all multifamily buildings subject to this section:

1. Consistent architectural style, detail and trim;
2. Facades which break down large elements of mass and scale where appropriate;
3. Architectural details and articulation;
4. Material changes reflective of function and appropriately placed;
5. Canopies, porches, stoops, roof overhangs;
6. Shade and weather protection for ground floor entrances;
7. Design elements such as cornice lines, columns, arches; and
8. Various fenestration and transparency elements

E. **Building Orientation and Placement.**

1. Multifamily buildings which abut streets shall be required to be oriented parallel to the street.
2. Multifamily buildings shall not be oriented at an angle to the street.
3. Developments with several multifamily buildings shall cluster buildings along streets or internal rights-of-way to allow for enhanced open space and recreation areas within the area of the development.
4. Developments with several multifamily buildings shall ensure no more than sixty (60) percent of the off-street parking area for the entire property is located between the front facade within the front yard of the principal building(s) and the primary abutting street unless the principal building(s) and/or parking lots are screened from view by outparcel development.

F. **Building Facades.** Building form design shall take into account mass, scale, and articulation. Building facades shall be designed with a consistent architectural style,

detail, and trim features. Facades which face a street, shall provide at minimum four (4) of the following elements:

1. A change in plane, such as an offset, reveal or projecting rib. Such plane projections or recesses shall have a width of no less than six (6) inches (columns, planters, arches, voids, etc.);
2. Architectural details such as raised bands and cornices;
3. Integrated planters that utilize landscaped areas for decorative details;
4. Awnings and or arcade;
5. Covered porches, terraces, lanais or balconies intended for private use by residents of the multifamily structure;
6. Shutters;
7. Pillars or posts;
8. Bay windows;
9. Roof eaves of at least three (3) inch wide trim
10. Complementary change in color; and/or
11. Complementary change in material/texture.

G. **Transparency.** Building facades shall be designed to have a minimum transparency, through the use of windows and doors, on ground floor and upper floors. Transparency standards shall apply to all sides of a buildings facing a public and/or private street. Transparency shall not be required for service areas, loading/unloading areas, or those areas not visible from the public and/or private street. The minimum transparency for multifamily buildings is thirty-two (~~30~~25) percent, unless stated otherwise in this LDO.

H. **Blank Wall/Articulation Standards.** Blank wall area is understood to be an undesirable design feature and shall be limited as follows. Blank wall area standards shall apply to the front and sides of buildings or any portion of a building fronting a residential area or public or private street, and shall comply with the standards below:

1. *Blank wall area* shall be understood to refer to portions of an exterior façade

that does not include windows, doors, columns, pilasters, architectural features greater than one (1) foot in depth, or a substantial material change.

2. Paint shall not be considered a substantial material change.
 3. Blank wall area applies in both a vertical and horizontal direction of the building façade and applies to ground floors and upper floors.
 4. The maximum continuous blank wall area shall be a maximum thirty-five (35) square feet without a break by windows, doors, architectural features greater than one (1) foot in depth, or a substantial material change.
 5. Except as otherwise regulated, the maximum permitted blank wall length for the rear of buildings shall be one-hundred (100) feet, or twenty-five (25) percent of the building length, whichever is less.
- I. **Entrances.** The entrances of a residence along the front façade of a multifamily building are the most highly designed side of a building. A primary facade and main building entry shall face the right-of-way, and additional entrances are encouraged facing local streets, parking lots, plazas and adjacent buildings. Buildings adjacent to public rights-of-way shall have at least one (1) entrance providing access to the right-of-way. This entrance shall remain in operation and not be closed off to residents. Separate entrances to upperstory units shall be prohibited from being visible street rights-of-way. All multifamily development and redevelopment shall provide no less than four (4) of the following items for building entrances:
1. A change in plane indicating a building entrance;
 2. Building wall projection;
 3. Recess of entry at least three (3) feet;
 4. Architectural features and fenestration;
 5. Variety in color, material, texture orienting pedestrians to the building entrance;
 6. Ornamental doors;
 7. Covered entries including awnings, arcade or eave;
 8. Windows;

9. Porches;
10. Arches, columns, stoops, cornices.

J. Porches/Balconies.

1. Porches, including covered porches, stoops, awnings, and bay windows and wings may only extend into the front yard up to five (5) feet. Encroachments may be permitted up to fifty (50) percent of the total length of the respective façade.
2. Balconies shall project or recess a minimum of two (2) feet from the façade.

K. Accessory Structures. All accessory structures for multifamily buildings and/or developments shall comply with the following standards:

1. Garages, carports, or covered parking areas shall be provided from local streets or alleys. Entrances to parking garages are exempt from this standard and may be accessed from street rights-of-way, alleys or internal courtyards or accesses.
2. Accessory structures shall have similar exterior materials, colors and roof forms as the principal structure.

L. Miscellaneous Requirements.

1. All utility equipment (including meters and conduits) attached to a building shall be painted to match the primary surface color of the wall on which it is attached, painted to match accent colors used on the façade, or be blocked from view (where practicable) through the use of landscaping or screens.
2. Downspouts shall be painted to match the primary surface color of the wall on which it is attached, be painted to match accent colors used on the façade, or be constructed of materials that complement the architectural style of the structure.
3. Refuse collection areas shall be distributed evenly throughout multiple building multifamily developments.
4. Roofing materials should complement the color and texture of the building façade.

**PROPOSAL TO AMEND
THE LAND DEVELOPMENT ORDINANCE,
TOWN OF ROLESVILLE, NORTH CAROLINA
Case Number TA-25-05 Multifamily Building Transparency Requirements
Ordinance # ORD-2025-19**

WHEREAS, the Town of Rolesville seeks to amend the Land Development Ordinance Sections 3.4.1., 3.4.2., 3.4.3., and 6.8.6.G. for Multifamily Building Transparency Requirements.

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 LDO Sections 3.4.1., 3.4.2., 3.4.3., and 6.8.6.G. be amended to read as follows:

- ✓ Addition (additions are underlined)
- Deletion (deletions are ~~struck through~~)
- Alteration (additions are underlined and deletions are ~~struck through~~)

Table 3.4.1. TC District Development Standards

Minimum Transparency % (By Story) <u>(Excluding Residential Only Structures)</u>	40% Transparency on First Story, 35% Transparency for Each Story Above
--	--

Table 3.4.2. AC District Development Standards

Minimum Transparency % (By Story) <u>(Excluding Residential Only Structures)</u>	40% Transparency on First Story, 35% Transparency for Each Story Above
--	--

Table 3.4.3. NC District Development Standards

Minimum Transparency % (By Story) <u>(Excluding Residential Only Structures)</u>	40% Transparency on First Story, 35% Transparency for Each Story Above
---	--

Section 6.8.6.G. Multifamily Design Standards, Transparency

Building facades shall be designed to have a minimum transparency, through the use of windows and doors, on ground floor and upper floors. Transparency standards shall apply to all sides of a building facing a public and/or private street. Transparency shall not be required for service areas, loading/unloading areas, or those areas not visible from the public and/or private street. The minimum transparency for multifamily buildings is ~~thirty~~ **twenty-five** (~~30~~**25**) percent, unless stated otherwise in this LDO.

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 5th day of August 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 Yncian
Town Clerk