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AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 8 » day of «September » in the year «2015 »
(In words, indicate day, month and year.)

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

«City of Durham »«–»
«101 City Hall Plaza
Durham, NC 27701 »
« Telephone Number: 919-560-4197 »
« Fax Number: 919.560.4970 »

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

«DTW »« DTW Architects and Planners Ltd. »
« 229 N. Gregson Street,
Durham, NC 27701 »
« Telephone Number: 919-317-4020 »
« Fax Number: 919-317-4023 »

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

«Sign and Signal Shop-Facility Renovation»
«320 Muldee Street. PIN 0841-05-07-8806, 2.31 acres »
« »

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.

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« See Exhibit A, Initial Information »

§ 1.2 ~~The~~ Subject to change by the Owner and as provided herein, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«June 30, 2016 »

.2 Substantial Completion date:

«March 31, 2017 »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.~~ shall, when appropriate, adjust the terms of this Agreement by amendment with a written and duly executed instrument.

§ 1.4 The Services covered by this Agreement are subject to the Owner-approved Stated Limitation on Cost of the Work (SLCW) as specified in Section A.1.3 of Exhibit A. In the absence of an express provision to the contrary in

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this Agreement, the Architect shall perform the required Services in a manner that will render a Cost of the Work (as that term is defined in Article 6 herein) that does not exceed the most current Owner-approved SLCW.

§ 1.5 Architect represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligations under this Agreement and under the Contract Documents. Architect further represents, warrants, and acknowledges that: (a) it is a business entity that possesses a high level of experience and expertise in professional design services and contract administration of projects of similar or like size, complexity, and nature as the above-noted Project; (b) the Owner is relying on Architect's representations herein that it possess sufficient skill, knowledge, expertise, and ability to fully perform the Services and its obligations under this Agreement; (c) the Architect will assign to this Project similarly qualified individual professional architects, managing those professionals as needed to deliver that quality of performance; and (d) the Basic Services Fee provided for herein is adequate compensation for timely performance of the Basic Services.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction documents that fully indicate the requirements of construction of the Work, whether or not those Services are individual listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 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.~~ meet a standard of professional skill and care used by architects on similar projects, whether such similar projects can be found locality, regionally or nationally. The Architect shall perform its services as expeditiously as is consistent with such professional skill and ~~care and the orderly progress of the Project.~~ care.

§ 2.2.1 The Architect hereby warrants that it (and the individual architects and engineers it employs on this Project) are registered, licensed and authorized to practice Architecture (or Engineering, as the case may be) as required by law of the State of North Carolina. The Architect warrants that its designs, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that his duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purpose of obtaining building and other governmental permits, shall be deemed to certify that it has taken every reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's prior approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

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

§ 2.5 The Architect shall maintain the ~~following insurance~~ insurance requirements of Exhibit B, "Insurance Requirements" for the duration of this Agreement.~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~
~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~
~~.1 General Liability~~§ 2.6 (G.S. Chapter 133) The Architect shall comply with applicable provisions of N.C. General Statutes Chapter 33, Article 1.

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§ 2.7 (Approvals) The Owner's approvals of documents and other items, e.g., in Sections 3.3, 3.4 and 3.5, shall not constitute waivers or releases of the Architect's duty to provide the documents and other items in accordance with this Agreement and in accordance with applicable professional standards.

~~.2 Automobile Liability~~

~~.3 Workers' Compensation~~

~~.4 Professional Liability~~

§ 2.8 The Architect shall prepare designs and Construction Documents so that the Project can be built within the Sated Limitation of the Cost of the Work (SLCW) specified in Exhibit A, Section A.1.3.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The ~~Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.~~Architect shall provide all the usual and customary professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants when that information is transmitted by the Owner to the Architect and is expressly designated in writing by the Owner to be reliable. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 ~~The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.~~*[Intentionally omitted].*

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the

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Architect shall ~~respond to~~ prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's ~~services.~~ services and prepare designs and documents accordingly. As part of this review, the Architect shall attend a series of meetings with the Owner's project team and the Architect's consultants.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. ~~The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~ One purpose of the review is to contain costs within the budget limits.

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~The Owner may obtain other environmentally responsible design services under Article 4.~~

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the ~~Work prepared in accordance with Section 6.3.~~ Work. Architect shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the Architect and at a level of detail satisfactory to the Owner, estimates of Cost of the Work, including the cost of each category of work involved, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-provided Stated Limitation on Cost of the Work (SLCW), as set forth in Exhibit A Section A.1.3 herein, and any Owner-approved amendments thereto, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current SLCW.

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

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements ~~and~~ or the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's ~~approval.~~ approval in writing. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to ~~architectural, structural, mechanical~~ architectural, landscape architectural, civil engineering, structural, mechanical, interior designs, and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 ~~The Architect shall update the~~ Architect shall provide for the Owner's approval a written itemized estimate of the Cost of the ~~Work.~~ Work based upon the Design Development package produced by the Architect, with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-provided Stated Limitation on Cost of the Work (SLCW), as set forth in Exhibit A, Section A.1.3 herein, and any Owner-approved amendments thereto, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current SLCW.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, ~~advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~ including the estimate required under Section 3.3.2 above, and request the Owner's approval. If requested by the Owner, the Architect shall assist the Owner in securing at least one independent estimate of Cost of the Work from qualified construction estimators. The services shall include providing detailed estimates of Cost of the Work. This requirement may be moved to the end of the Schematic Design Phase if in the opinion of the Architect and the Owner enough information has been produced in that phase to generate a reliable budget projection.

§ 3.3.4 (Advise on Tests) To the extent appropriate during this phase, the Architect shall advise the Owner of the advisability of the Owner's arranging for the tests, inspections, and reports referred to in Section 5.7.

§ 3.3.5 (Review for Code Compliance) The Architect shall submit the Design Development Documents for approval by the applicable City/County planning governing body for its review for compliance with applicable code requirements before proceeding to the Construction Documents Phase. If appropriate, this requirement may likewise be moved to the end of the Schematic Design Phase.

§ 3.3.6 (Revise Documents) To the extent the Owner reasonably requests, the Architect shall revise the Design Development Documents to the extent that the revisions are not inconsistent with the program referred to in Section 3.2.5 and the Schematic Design approval referred to in Section 3.2.7.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§ 3.4.2 The Architect shall ~~incorporate into the Construction Documents the design~~ prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).

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The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work.~~ Upon 75% completion of the Construction Documents Phase of Services, the Architect shall provide for the Owner's approval a written, itemized estimate of the Cost of the Work—with costs projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-provided Stated Limitation on Cost of the Work (SLCW), as set forth in Exhibit A Section A.1.3 herein, and any Owner-approved amendments thereto, the Architect shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current
SLCW.~~.~~

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

§ 3.4.6 (Advise on Need for Information) To the extent appropriate during this phase, the Architect shall advise the Owner of the advisability of the Owner's arranging for the tests, inspections, and reports referred to in Section 5.7.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
.3 organizing and conducting a pre-bid conference for prospective bidders;
.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The bidding may include two or more rounds of soliciting, receiving, and processing bids. The number of rounds will be set in the Owner's discretion. As part of Basic Services, the Architect shall attend up to two pre-bid conferences with prospective bidders. The services shall include modification of the drawings, specifications, and other documents. To the extent required by law or requested by the Owner, the bidding may provide for multiprime and single prime bids.

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors; and

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.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~Construction (as amended and supplemented with city made modifications). Architect shall revise and issue the General Conditions of the Contract for Construction (AIA form A201-2007) in accordance with Owner's instructions and consistent with the duties of the Architect as set forth in the revised A201-2007. The Owner and Architect shall amend this Agreement to reflect material changes in Services required by those instructions.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents.~~ Documents and in A201-2007 (as amended and supplemented with city made modifications). The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 ~~Subject to Section 4.3, the~~ The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of ~~construction, or as otherwise required in Section 4.3.3, to become generally familiar with~~ construction to determine 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~~ determine if the Work is proceeding 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~~ informed in writing of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect shall visit the Site at least once every other week, unless the Owner's representative agrees that fewer visits are appropriate.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the Architect does not reject non-conforming work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the ~~intent of and~~ requirements indicated in or reasonably inferable from the ~~Contract~~ Contact Documents and shall be in writing or in the form of ~~drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The~~ Drawings. Where approved in writing by the Owner in advance, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. To the extent the Contract Documents do not permit the Owner to make final decisions on aesthetic matters, then this Section shall be deemed modified by requiring the Architect to consult the Owner before making a decision on matters relating to aesthetic effect. To the extent that the Contract Documents permit the Owner to make final decisions on aesthetic matters, this Section shall be of no effect. This Section shall control over Section 4.2.13 in the General Conditions.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A201–2007,~~ A201–2007 (as amended and supplemented with city made modifications), the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 ~~In accordance with the Architect-approved submittal schedule, the~~ The Architect shall review and approve or take other appropriate action upon the Contractor's submittals ~~such as~~ (including Shop Drawings, Product Data and Samples, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.~~ *etc.*) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The Architect shall determine what aspects of the Work shall be the subject of submittals. If work proceeds without appropriate submittals or approvals, the Architect shall notify the Contractor and the Owner that such work will not be approved or accepted and will not be certified for payment. The Architect's review shall not be conducted for the purposes of confirming dimensions

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or quantities in those submittals except to the extent that the Contractor has requested the assistance of the Architect to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarifications are needed and can be supplied by the Architect. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. ~~The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. ~~The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.~~ Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility otherwise required of Architect by the terms of this Agreement. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

§ 3.6.4.4 ~~Subject to the provisions of Section 4.3, the~~ 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.~~ Architect shall acknowledge the receipt of each Contractor-generated Request for Information (RFI) within seven (7) days after receiving it. The Architect shall issue a written answer for each RFI simultaneously to the Contractor and the ~~Owner~~Owner (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost to the Project, but in no case more than ten (10) days after the RFI is received by the Architect. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 ~~The~~ Subject to the approval of the Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to the provisions of Section 4.3, the~~ All authorization for minor change in the Work shall be in writing, or confirmed by the Architect in writing within 24 hours of authorization of the change. The Architect shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect Contract Time or Contract Sum. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

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

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

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§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall ~~inform~~ advise the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of ~~one year~~ ten (10) months 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.

§ 3.6.6.6 (Record Documents) The Architect shall provide a reproducible copy of all drawings, specifications, and other documents to describe fully the finally constructed Work.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The ~~Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.~~ Owner may request other Additional Services of the Architect. Additional Services will be requested by the Owner, and confirmed in writing and approved by dully authorized representatives. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.. If a reasonable reading of this Agreement is that a service is to be provided as a Basic Service, the listing of that service or a similar service under Article 4 is not intended to limit the performance of that service as a Basic Service. Without limiting the Owner's other rights and remedies, it is agreed that Services that are needed because of the failure of the Architect to comply with this Agreement or its duties to the Owner shall be performed or provided by the Architect without charge.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify ~~the exhibit.)~~the exhibit. If the Additional Service indicated below are contemplated by Owner as inclusive of the Basic Services described in Section 2.1, the Additional Services line item should be deleted.)

Additional Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 ~~Programming (B202™–2009)~~		
~~§ 4.1.2 Multiple preliminary designs~~		
~~§ 4.1.3 Measured drawings~~		
~~§ 4.1.4 Existing facilities surveys~~		
~~§ 4.1.5 Site Evaluation and Planning (B203™–2007)~~		
~~§ 4.1.6 Building Information Modeling (E202™–2008)~~		
~~§ 4.1.7 Civil engineering~~		
~~§ 4.1.8 Landscape design~~		
~~§ 4.1.9 Architectural Interior Design (B252™–2007)~~		
~~§ 4.1.10 Value Analysis (B204™–2007)~~		
~~§ 4.1.11 Detailed cost estimating~~		
§ 4.1.12 On-site Project Representation (B207™–2008)Additional Stormwater Design	Not Provided	See exhibit K "Negotiated Additional Services"
~~§ 4.1.13 Conformed construction documents~~		
~~§ 4.1.14 As-Designed Record drawings~~		
~~§ 4.1.15 As-Constructed Record drawings~~		
§ 4.1.16 ~~Post occupancy evaluation~~Fire Sprinkler Tap	Not Provided	See exhibit K "Negotiated

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		Additional Services”
§ 4.1.17 ~~Facility Support Services (B210™–2007)~~Additional Design Service Allowance	Not Provided	TBD
~~§ 4.1.18 Tenant-related services~~		
~~§ 4.1.19 Coordination of Owner’s consultants~~		
~~§ 4.1.20 Telecommunications/data design~~		
~~§ 4.1.21 Security Evaluation and Planning (B206™–2007)~~		
~~§ 4.1.22 Commissioning (B211™–2007)~~		
§ 4.1.23 Extensive environmentally responsible design	Not Provided	TBD
§ 4.1.24 ~~LEED® Certification (B214™–2012)~~		
~~§ 4.1.25 Fast-track design services~~		
~~§ 4.1.26 Historic Preservation (B205™–2007)~~		
§ 4.1.27 ~~Furniture, Furnishings, and Equipment Design (B253™–2007)~~		
§ 4.1.18 Additional Underground Utility Location	Not Provided	See exhibit K “Negotiated Additional Services”

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§ 4.2 ~~Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.~~*[Intentionally Omitted].*

«- »

§ 4.3 Additional Services may be provided after execution of this Agreement, ~~without invalidating the Agreement.~~ but only if authorized in writing by the Owner prior to the Additional Services being provided and in accordance with the requirements of Section 4.1. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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

~~.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;~~

~~.2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;~~

~~.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;~~

~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;~~

~~.5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;~~

~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

~~.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~

~~.9 Evaluation of the qualifications of bidders or persons providing proposals;~~

~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~

~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~authorization.

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§ 4.3.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

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

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~*[Intentionally Omitted].*

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

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

~~.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~*[Intentionally Omitted].*

~~.2 ( ) visits to the site by the Architect over the duration of the Project during construction~~

~~.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 ( ) inspections for any portion of the Work to determine final completion~~

§ 4.3.4 If the services covered by this Agreement have not been completed within «twenty -four » («24 ») 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. Architect and Owner acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The ~~Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~ Architect shall prepare designs and Construction Documents so that the Project can be built within the Sated Limitation of the Cost of the Work (SLCW) specified in Exhibit A Section A.1.3.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. Owner may change the designated representatives upon written notice to the Architect; and Owner may modify the scope of authority of the designated representative in like manner. 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.~~manner.

§ 5.4 ~~The~~ Where necessary for the Architect's performance of the Services, in the Architect's opinion, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the

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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 necessary data with respect to existing buildings, other improvements and trees;~~ overall dimensions, and significant landscape features, including trees of three inches (6~~3~~") or greater caliper; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. ~~All the information on the survey shall be referenced to a Project benchmark.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ~~seismic evaluation,~~ ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous ~~materials.~~materials, but only after the Architect has advised the Owner what test, inspections, and reports are required, and where needed for performance of the Work and where the need is not the result of the Architect's negligence or failure to perform.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and ~~interests.~~ interests, where needed for performance of the Work. However, without limiting any other provisions of this Agreement, nothing herein is intended to require the Owner to provide such services to the Architect with respect to any matters (.1) that are subject to a dispute between the Owner and the Architect or (.2) to the extent that the request or need for such services results from the fault, breach of contract, or negligence of the Architect. Nothing in the foregoing provisions will allow the Owner to refuse to provide the Architect information in the Owner's possession which is needed by the Architect in order to address the matters of dispute so long as such information is not confidential or privileged information.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of ~~Service.~~Service, provided nothing in this Agreement shall be construed so as to require the Owner to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the Architect's Services.

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

§ 5.11 ~~Before executing the Contract for Construction, the Owner~~ The Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect shall perform in a manner consistent with the obligations of the Architect as stated in this Agreement and in the Contract for Construction and the General Conditions of the Contract for Construction (as amended and supplemented with city made modifications). The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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§ 5.13 (Owner's Approvals) The Owner's approval of plans, specifications or other documents shall not relieve the Architect of the responsibility to provide professional services in compliance with this Agreement.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 ~~If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the~~ The Architect's Estimate of the Cost of the Work shall be ~~adjusted to reflect changes in the general level of prices in the applicable construction market.~~projected to the scheduled date for completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's ~~budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~ Stated Limitation on the Cost of the Work (SLCW), the Architect shall analyze its design and inform the Owner of more cost-effective ways to build and of any related compromises to quality of construction. However, when those conditions occur at the end of the Construction Documents Phase of Services either as a result of some other fault or negligence of the Architect the Owner may elect to compel one or more of the following measures (or some combination thereof: (1) approve an increased SLCW, in which case the basis of the Architect's compensation shall be fixed at the previously approved SLCW or the Architect's most recent Estimate of the Cost of the Work, whichever is less; (2) reject the design and/or Construction Documents, in which case the Owner's reproduction and delivery costs and other costs related to the rejected bidding or negotiation shall be deducted from Architect's compensation; (3) direct the Architect to revise the design and/or the Construction Documents in a manner that is agreeable to the Owner and that conforms to the SLCW, in which case these Services shall be provided by the Architect at no cost to the Owner and the cost of reissuance of documents shall be borne solely by the Architect; (4) revise the program or the Scope of Work, in which case the Services shall be provided by the Architect at no cost to the Owner and the cost of reissuance of documents (and damages suffered by the Owner as a result) shall be borne solely by the Architect; or (5) terminate this Agreement, in which case the Architect shall be compensated as otherwise provided herein for Services properly performed through the date of termination and reimbursable expenses less the Owner's reproduction and delivery costs and other costs related to the Architect's failure to design in accordance with the SLCW. If amounts remaining within fees due the Architect are insufficient to cover the Owner's costs and damages due the Architect's negligent provision of Services or other failure to perform, the Architect shall immediately compensate the Owner for the difference.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal, the Owner shall~~proposal for reasons not related to the fault of the Architect, the Owner shall at the Owner's sole discretion

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 instruct the Architect to modify its design and the Construction Documents so the Cost of the Work will fall within the Stated Limitation of the Cost of the Work;.6 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect ~~and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~hereby assigns to the Owner, without reservation, all copyrights in all Project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the Construction Documents. The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from its Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subsection, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect and its Consultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of its obligations under this Agreement for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the Architect or the accused commission by the Architect of a tort or a crime affecting the Owner or the Project or upon termination of this Agreement. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity, except that the non-exclusive license granted in this Agreement to the Architect for purposes of the Architect's performance hereunder may be sub-licensed to the Architect's Consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or its attempt to do so.

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

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§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes 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.~~ To the extent that liability arises from misuse of the Instruments of Service by the Owner or another architect or engineer, the Architect shall not be responsible for that misuse. If the Owner uses the Instruments of Services for purposes including additions to and modifications of the Project, and for other projects, the Owner shall indemnify the Architect for losses, including reasonable attorneys' fees, suffered by the Architect as a result of the use of the design and these documents for such other purposes. If these documents are used for other purposes, the Owner shall see that they are modified (a) to indicate that the Architect did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes and (b) to delete the Architect's name and seal from the documents (where permitted or required by law).

§ 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.~~No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purposes without the express written permission of the Owner.

§ 7.5 If the Owner subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the Architect, the Owner shall (where permitted or required by law) remove or completely obliterate the original professional's seals, logos, and other indications on the documents of the identity of the Architect and its Consultants.

§ 7.6 The Architect shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the Owner or as required by law or to defend any claim asserted against the Architect.

§ 7.7 [INSERT LANGUAGE RE USE OF INSTRUMENTS OF SERVICES AND INDEMNIFICATION. SEE OLD LANGUAGE FROM SECTION 6.1]h

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement ~~in accordance with the requirements of the method of binding dispute resolution selected in this Agreement~~ within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~ Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run, either upon the date of Substantial Completion (for acts or failures to act occurring before Substantial Completion of which the Owner was aware) or when the Owner should have reasonably discovered the acts, omissions, events, or circumstances giving rise to delay or damages to the Owner or the Project, whichever occurs later; but in no case shall an action be brought more than twelve years after the Date of Substantial Completion.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 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.~~ mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~according to the process adopted by the State Building Commission pursuant to N.C.G.S. 143-135.26(11).

§ 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,~~ Owner is located as indicated in page one of this Agreement, unless another location is mutually agreed upon. ~~Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 8.2.4 ~~If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~
~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other (Specify)~~*[Intentionally Omitted].*

§ 8.3 ~~ARBITRATION~~*[Intentionally Omitted]*

~~§ 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~~

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~~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~~*[Intentionally Omitted]*

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 ~~If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~The Architect shall give the Owner twenty-one (21) days written notice of the Architect's intention to terminate or suspend provision of Services. This notice shall detail the Architect's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the Owner may cure the alleged reason.

§ 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.~~fails to make payments to the Architect that are otherwise due hereunder and are not subject to a good faith dispute, the Architect shall give the Owner fourteen (14) days' advance written notice of its intention to suspend Services. If the Owner fails either to pay or justify its lack of payment of undisputed amounts in accordance the terms of this Agreement Architect may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes. The suspension shall cease when payment in full of undisputed amounts is made.

§ 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.~~ Unless otherwise noted herein or indicated in the Project Schedule most recently approved by the Owner, or unless caused by the Architect if the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect shall be compensated for Services that were fully and satisfactorily performed prior to suspension and shall receive

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equitable payment for the Architect's demonstrated actual costs to remobilize to continue performance when Services are recommenced by request of the Owner.

§ 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.~~This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 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.~~In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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

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

§ 9.8 ~~The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~(Termination Expenses) Any references to Termination Expenses elsewhere in this Agreement shall be of no effect.

§ 9.9 (Cooperation after Termination) In case of any termination, the Architect shall

.1 cooperate with the Owner in completing the Project;
.2 provide information requested by the Owner in connection with completion of the Project;
.3 provide a reproducible copy of all Drawings, Specifications and other documents, even if incomplete, prepared by the Architect up to the date of termination; and
.4 if requested by the Owner, provide a reproducible copy of all Drawings, Specifications and other documents to describe the constructed Work as of the date of termination.

Services provided after termination shall be compensated as Additional Services.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~(Place of Project; Choice of Law and Forum) This Agreement shall be deemed made in Durham County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, as amended and supplemented with city made modifications, to the extent that said conditions and modifications do not conflict with this Agreement. However, except to the extent the context otherwise requires, the "Project" is described on page 1 of this Agreement.

§ 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~~ The Architect may not assign its interests or obligations under 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.~~ Owner, which consent may be withheld by the Owner for any reason.

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§ 10.3.1 The Services provided by the Architect are deemed to be personal in nature. The Architect shall appoint to Project leadership positions those persons listed in Section A.2.5.3 of Exhibit A hereto (Project Team). The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 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.~~ review. 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.

§ 10.5.1 The Owner shall enjoy the same benefits and rights as to the Architect's Consultants as the Architect enjoys with respect to its Consultants. The Architect shall enter written contracts with its Consultants that impose upon its Consultants the same duties and obligations to the Owner as the Consultant has to the Architect. Should the Owner terminate this Agreement with the Architect, the Owner shall, upon Owner's request, obtain assignment of the Consultant's agreement(s) with the Architect. That assignment does not change the fact that the Owner has no obligation to pay Consultants any amounts whatsoever on this Project, except prospective fees expressly agreed to by the Owner after Owner's acceptance of assignment of the Consultant's agreement(s). At the request of Owner, the Architect shall supply the Owner with copies of the Architect's agreements with its Consultants.

§ 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.~~site, unless the hazardous materials or toxic substances were brought to the Project by the Architect pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 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.~~ may include in its portfolio or promotional materials exterior photographs and site plans of the Project; provided, however, images used may not include any proprietary or confidential information. Exterior photographs of the completed Project may be displayed by the Architect in its promotional materials, but the display cannot include floor plans, area and cost information, or other program-specific information without the advance written consent of the Owner.

§ 10.8 ~~If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who~~ Architect shall consider all Project-specific information, except Project name and location, to be confidential and proprietary to the Owner. All designs, drawings, Instruments of Service, specifications, models, computer models, and other products of the Architect's Services shall be deemed to be the Owner's confidential and proprietary information. No confidential and proprietary information of the Owner shall be disclosed to others by the Architect except to: (1) the Architect's Consultants and employees as necessary to perform their portion of the services; (2) those who have an official need to know the content of ~~such~~ the information in order to perform services or construction solely and exclusively for ~~the Project, or (3) its consultants and contractors~~ this Project; (3) building and government officials who need to

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know the content of the information in order to approve construction, to administer laws, codes, and regulations, or to perform their duties as to this Project; and (4) other consultants and Contractors whose contracts include similar restrictions on the use ~~of confidential information.~~
of information as needed to preserve for the Owner the confidentiality of proprietary or Project-related information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic ~~Services described under Article 3,~~ Services, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« The Owner shall pay in accordance with subparagraph 11.5 and in accordance with Exhibit E, Architectural Fee Schedule & Hourly Rate, Basic Compensation in the amount of the following stipulated sum: Two hundred fifteen thousand seven hundred dollars ($215,700.00) »

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

« See Exhibit K, "Negotiated Additional Services" for specified services not-to-exceed a total amount of $28,000, or, otherwise to be negotiated based upon Exhibit E, Architectural Fee Schedule & Hourly Rate »

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

« To be negotiated based upon Exhibit E, Architectural Fee Schedule & Hourly Rate »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ~~zero~~ten percent » percent (« 10 » %), or as otherwise stated below:

« »

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

Schematic Design Phase	«$33,044.00 »	percent (	«15.32 »	%)
Design Development Phase	«$54,000.00 »	percent (	« 25.03 »	%)
Construction Documents Phase	«$68,469.00 »	percent (	«31.74 »	%)
Bidding or Negotiation Phase	«$8,281.00 »	percent (	«3.84 »	%)
Construction Phase	«$46,037.00 »	percent (	«21.35 »	%)
Closeout Phase	$5,869.00	percent (	2.72	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 ~~When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~*[Intentionally Deleted]*

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

« In accordance with Exhibit E, Architectural Fee Schedule & Hourly Rate »

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Employee or Category	Rate
In accordance with Exhibit E, Architectural Fee Schedule & Hourly Rate	In accordance with Exhibit E, Architectural Fee Schedule & Hourly Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

.1 Transportation and authorized out-of-town travel and subsistence;

.2 ~~Long distance services,~~ dedicated data and communication services, teleconferences, Project Web sites, and ~~extranets;~~

~~.3~~ extranets;.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, ~~plots,~~ standard form documents;

.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials ~~requested by the Owner;~~not prepared "in-house" by the Architect and requested by the Owner

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses; and~~.10 Site office expenses.

.11 ~~Other similar Project-related expenditures.~~

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

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

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

[Intentionally Omitted]

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «-zero dollars » ($ «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.~~ first invoice. If full credit applied to the initial invoiced amount exceeds the amount due, then the credit shall be applied to each subsequent invoice until the full credit has been exhausted; or, in the alternative, the Owner may request a refund by the Architect of the Initial payment should progress of the Services be inadequate to fully apply the credit for the initial payment to the first and immediately subsequent invoices.

§ 11.10.2 ~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) 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.~~**Payments not subject to a good faith dispute are due and payable 45 days from the Owner's receipt of the Architect's invoice providing adequate documentation. The invoice is rebuttably presumed received on the first weekday that is not a legal holiday 3 days after mailing. The interest rate shall be eight percent (8 %) per year simple interest.**

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

~~%~~

§ 11.10.3 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in~~

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~~the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ *[Intentionally Omitted]*

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~submitted to the Owner when payment is requested. The records shall be kept in such form and detail as will clearly identify all relevant charges and costs and the bases thereof, except to the extent the Owner's representative and the Architect's representative concur otherwise in writing. Said concurrence is valid without an amendment to this Agreement. The Architect shall maintain all such records and provide the Owner access to them, and the right to copy them, until at least four years after Architect's last request for payment under this Agreement

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« § **12.1** (Representatives) The Owner's representative, authorized to act on the Owner's behalf, shall be: ———Rod Florence. The Architect's representative, authorized to act on the Architect's behalf, shall be: ———Robert Sotolongo. Either party may substitute another representative by giving notice to the other party.

§ **12.2** (Meetings; Use of Systems)

§ **12.2.1** (Governing Body Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at one City Council meeting, one Council committee meeting, and one meeting of the Board of County Commissioners.

§ **12.2.2** (City/County Planning Governing Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at all required meetings.

§ **12.2.3** (Other Meetings) As part of Basic Services, the Architect shall attend and discuss the Project at all required meetings as requested by Owner:

§ **12.3** (Liquidated Damages)

☐ This Section 12.3 applies to this Agreement. The schedule referred to in this Section 12.3 is contained in

☒ This Section 12.3 does not apply to this Agreement. If this box is checked, then none of Section 12.3 or its Subsections is part of this Agreement.

This Section 12.3, including its Subsections, supersedes the original (i.e., as published by the AIA) version of Article 2 to the extent of any conflict. References to the schedule in this Section are intended to refer to the schedule as amended from time to time with the consent of the Owner.

§ **12.3.1** (Design Development Phase) If due solely to the fault of the Architect, the Design Development Phase is not completed by the schedule's deadline, the Owner shall withhold percent of the total compensation for that phase. If the Construction Documents Phase is completed by the schedule's deadline, the Owner shall release said withholding.

§ **12.3.2** (Construction Documents Phase) If due solely to the fault of the Architect, the Construction Documents Phase is not completed by the schedule's deadline, the Owner shall retain the amount withheld pursuant to Subsection 12.3.1 as liquidated damages. If due solely to the fault of the Architect, the Construction Documents Phase is not completed by the schedule's deadline, the Owner shall retain as liquidated damages dollars ($) per day for each day after the deadline that the phase is incomplete for the first 7 days and dollars ($) per day for each day thereafter. If any part of those delays is caused in whole or in part by the Owner, liquidated damages shall not be charged for that portion of the delay time.

§ **12.3.3** (Liquidated nature) The parties recognize that the Owner will suffer financial loss if the services of the Architect are not completed on schedule. They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of

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those amounts, it is agreed that the Architect shall be liable for the sums specified in this Section 12.3 as liquidated damages, and not as penalties. The amounts stated as liquidated damages are agreed to be reasonable estimates of the Owner's losses and expenses for delays, including inspections, architectural and engineering services, and administrative costs.

§ 12.4 (Notice) Unless the context otherwise requires, all notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or by registered or certified United States mail, return receipt requested, addressed as follows:

To the City:

Rod Florence
City of Durham
101 City Hall Plaza
Durham, North Carolina 27701

The fax number is (919) 560-4970
The email address is **rod.florence@durhamnc.gov**

To the Architect:

Robert Sotolongo
DTW Architects and Planners LTD
229 N. Gregson Street, P.O. Box 3636
Durham, NC27701

The Architect's fax number is 919-317-4023 .
The Architect's email address is **Rsotolongo@dtwarch.com**

Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

§ 12.5 (Indemnification).

§ 12.5.1 (Indemnification for Charges Arising from Professional Services). Solely with respect to Charges which arise out of Architect's performance of professional services hereunder, to the maximum extent allowed by law, the Architect shall defend, indemnify, and save harmless Indemnitees from and against all such Charges that arise in any manner from, in connection with, or out of Architect's performance of professional services under this Agreement, but only to the extent such Charges are caused by the professional negligence of the Architect or its subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. For purposes of this Section 12.5.1 "professional negligence" shall mean any failure on the part of the professional to comply with the professional standard of care legally required or reasonably expected under the circumstances in the performance or non-performance of professional services hereunder.

§ 12.5.2 (Indemnification for Charges Not Arising from Professional Services). With respect to all Charges other than those which arise out of Architect's performance of professional services hereunder, to the maximum extent allowed by law, the Architect shall defend, indemnify, and save harmless Indemnitees from and against all such Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of the Architect or subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this Section 12.5.2 the Architect shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

§ 12.5.3 Definitions. As used in Sections 12.5.1 and 12.5.2 above and Section 12.5.4 below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties,

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settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Agreement). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Architect.

§ 12.5.4 (Other Provisions Separate). Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.

§ 12.5.5 (Survival). This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Architect under this Agreement.

§ 12.5.6 (Limitations of the Architect's Obligation). Sections 12.5.1 and 12.5.2 above shall not require the Architect to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

§ 12.6 (SDBE and Equal Opportunity) The Architect shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Architect to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this Agreement, and State law. The Participation Plan submitted in accordance with that article is binding on the Architect. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Architect's alleged violations of its obligations under Article III of Chapter 18 and not to the Architect's alleged violations of other obligations.

§ 12.7 (Compensation for Architect's Errors) If the Architect creates plans or specifications containing an error that cause actual construction of a portion of Work that needs to be changed solely because of the Architect's error, the Architect will pay the Owner all costs of correcting the error, including an amount to compensate the Owner for time spent by Owner's employees because of the error without regard to what other services those employees might have done for the Owner had the error not occurred.

§ 12.7.1 (Unforeseen Conditions) An error occurring because of physical conditions that were both not in fact known to the Architect or its consultants and not readily apparent to the Architect or its consultants shall not be grounds for payment under this Section 12.7.1.

§ 12.7.2 (Cost of Employees' Time) The cost of the employees' time will be calculated as follows: the time spent by any salaried employee of the Owner because of the error shall be compensated at an hourly rate equal to the employee's gross salary during the applicable fiscal year of the Owner divided by the number of hours worked by that employee for the Owner during that fiscal year.

§ 12.7.3 (No Payment Below 1% or Above Deductible) The Architect shall not be required to make any payment under this Section 12.7 until the total amounts that would be payable under the preceding sentences of this Section exceed one percent (1%) of the latest preliminary estimate of Cost of the Work, and the amount payable hereunder shall be only that amount that exceeds said 1%. The payments made under this Section shall not exceed the insurance deductible of the Architect's professional liability insurance.

§ 12.7.4 (Limits on Double Payments) If this Section 12.7 is applied to compensate the Owner for an error (or if it is applied but the Architect has not paid anything pursuant to it because said 1% has not been exceeded), the Architect shall not owe the Owner any other compensation to remove the erroneously built Work and replace it with correct Work. However, the payment of such compensation or the application of this Section shall not affect liability for personal injury or damage to property. (In the preceding sentence, "damage to property" excludes the damage suffered by the Owner for the cost of replacing the erroneously installed Work for which this Section provides

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compensation, but it includes all other general, special, consequential, or other kinds of damage resulting from the error.)

§ 12.7.5 (Limit on Use of Payment against Architect) A payment by the Architect pursuant to this Section 12.7 is not admissible against the Architect in any legal action or proceeding other than to enforce this Section (e.g., it is not admissible in a personal injury action).

§ 12.7.6 (Nonpayment Hereunder Not to Prevent Other Claims) If this Section 12.7 is not applied so as to compensate the Owner for an error, this Section shall not be used to construe this Agreement so as to reduce any remedy that is available to the Owner because of that error. For example, to the extent an error is not compensated for because of the amount exceeds the insurance deductible, the Owner will not be deemed to have waived a claim therefor.

§ 12.8 (Waiver) The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy under this Agreement, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom the waiver is asserted."

§ 12.9 (Headings) The headings to articles, Sections, Subsections, and Subsubsections in this Agreement are included for reference only, and shall not be construed to affect the meaning of this Agreement."

§ 12.10 (Assignment of Subcontracts) All contracts between the Architect and others to provide services on the Project, in which the services are expected to take more than one month to complete and the compensation is expected to exceed $5,000, shall contain a provision allowing the Owner or a person designated by the Owner to assume the Architect's rights under the contract so as to require continued performance according to the terms of the contract, provided, however, that neither the Owner nor the person designated by the Owner shall be liable for breaches or other events or occurrences that took place before it assumed the contract. The Architect will demonstrate compliance with this Section when requested by the Owner.

§ 12.11 (Reimbursable Expenses) (*If no Reimbursable Expenses are to be paid, check the first box (12.11.1). If some Reimbursable Expenses are to be paid but not in accordance with 12.11.2, check the first box and the third box (12.11.3), and then in the blank for the third box, set out the agreement with respect to Reimbursable Expenses.*)

X☐ § 12.11.1 Delete Section 11.8 of this Agreement, including all Subsesctions and Subsubsections in Section 11.8. Any references to Reimbursable Expenses in this Agreement shall be of no effect, except as may be provided in Subsectoin 12.11.3.

☐ § 12.11.2 In Subsubsection s11.8.1 delete these four ~~Subsubsectoins~~Subsubsections: 11.8.1.4, 11.8.1.5, 11.8.1.6, 11.8.1.7, and 11.8.1.8.

☐ § 12.11.3 .

§ 12.12 (Certificates)

X☐ § 12.12.1 (Certificates) The Owner's representative and the Architect's representative have discussed Section 10.4 of this Agreement.

☐ § 12.12.1 (Certificates) The Owner's representative and the Architect's representative have not discussed Section10.4 of this Agreement because:

§ **12.13** The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ **12.14** (Other)

»

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and ~~Architect~~ Architect, as modified

.2 ~~AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~« »~~

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

« Exhibit A, Initial Information,containing 4 pages
Exhibit B, Insurance Requirements, containing 1 page
Exhibit C, Schedule of Deliverables, containing 9 pages.
Exhibit D, Project Design Procedures, containing 10 pages.
Exhibit E, Architectural Fee Schedule & Hourly Rate
Exhibit F, Sign and Signal Shop-Space Needs Program-September 25, 2013, containing 9 pages prepared by Williard Fern Architects/Maintenance Design Group
Exhibit G, Structural and General Building Assessment, 320 Muldee Street, Durham, NC, December 2014,containing 47 pages and prepared by KCI Associates
Exhibit K, Negotiated Additional Services, containing 1page »

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

CITY OF DURHAM

ATTEST:

By:

Preaudit Certificate:

DTW ARCHITECTS & PLANNERS LTD

By: (SEAL)

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State of _____ ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and stated that he or she is

(strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of DTW ARCHITECTS & PLANNERS, LTD., a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20____.

My commission expires: _____

_____

Notary Public

~~Signature section and notarization section for Architect:~~

~~OWNER~~	~~ARCHITECT~~
_____	_____
~~(Signature)~~	~~(Signature)~~
_____	_____
~~(Printed name and title)~~	~~(Printed name and title)~~

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DRAFT AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

«~~Durham Police Headquarters Complex~~Sign and Signal Shop – Facility Renovation»
«~~113 S Elizabeth St,~~320 Muldee Street, -Parcel ID 1595250~~2868~~, 2.~~837~~31 acres
~~601 E Ramseur St, Parcel ID 102870, 0.235 acres~~
~~605 E Ramseur St, Parcel ID 102871, 0.17 acres~~
~~101 S Elizabeth St, Parcel ID 102869, 0.747 acres~~
~~616 E Main St, Parcel ID 102890, 0.45 acres~~
~~102 Hood St, Parcel ID 102889, 0.084 acres~~
»

THE OWNER:
(Name, legal status and address)

«City of Durham~~ »«, City of Durham~~ »
«101 City Hall Plaza
Durham, NC 27701~~–~~»

THE ARCHITECT:
(Name, legal status and address)

«~~O'Brien Atkins~~DTW~~–~~»«, ~~O'BRIEN/ATKINS ASSOCIATES P.A~~DTW ARCHITECTS & PLANNERS, Ltd.»
«229 N. Gregson Street ~~5001 South Miami Blvd.~~
Durham, NC 27701~~3~~ »

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION
§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

«For the Basis of Design for the ~~Durham Police Headquarters Complex~~ Sign and Signal Shop – Facility Renovation Project, refer to the following programing documents~~, prepared by CGL~~:
Exhibit F ~~–~~ "Exhibit F - ~~Durham Police Department Facility Program Study~~Sign and Signal Shop – Space Needs Program – ~~March 6~~September 25, 2013~~2~~" containing ~~29~~0 pages, and prepared by ~~Carter Goble Associates~~Williard Ferm Architects/Maintenance Design Group."
Exhibit G – "Exhibit G – ~~City of Durham E911 Emergency Communications~~ 320 Muldee Street Structural and General Building Assessment~~Architectural Space Program – May 13~~December, 201~~1~~4" containing ~~19~~47 pages, and prepared by ~~Carter Goble Associates~~KCI Associates."
~~Exhibit H – "Exhibit H – Durham Police Department Consolidated Space Program – December 1, 2014" containing 40 pages, and prepared by CGL.~~

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

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

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~~Exhibit I – "Exhibit I – Durham Police Department Blocking and Stacking – September 24, 2014", containing 13 pages, and prepared by CGL.~~
~~Exhibit J – "Exhibit J – E911 Call Volume Projections Update – December 30, 2014" containing 2 pages, and prepared by CGL.~~
~~–»~~

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«For ~~Environmental,~~ Geotechnical~~, and Asbestos Survey findings,~~findings refer to the following Exhibits prepared by Terracon:
Exhibit H – "Exhibit H – Sign and Signal shop – Geotechnical Services Report (Gravel Yard Evaluation) – December 23, 2014 containing 5 pages ~~Exhibit K – "Exhibit K – Asbestos and Lead Paint Survey Report – December 18, 2014", containing 57 pages, and prepared by Terracon.~~
~~Exhibit L – "Exhibit L – Limited Site Investigation Report – December 19, 2014" – containing 81 pages, and prepared by Terracon.~~
~~Exhibit M – "Exhibit M – Executive Summary for Geotechnical Engineering Services – December 22, 2014" – containing 23 pages, and prepared by Terracon.~~
~~Exhibit P – "Exhibit P" – Limited Site Investigation, March 11, 2015", containing 287 pages, and prepared by Terracon~~
~~Exhibit Q – "Exhibit Q - Revised Soil Management Plan Cost Estimate - March 11, 2015", containing 7 pages, and prepared by Terracon.~~ »

§ A.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 break down.)

« The initial Stated Limitation on Cost of the Work (SLCW) is $*[~~431,~~120500,000.00]~~I~~*. The SLCW may be adjusted during the course of design and construction by means established herein. »

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

« not provided »

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

« The parties to this Agreement agree that the Owner intends for the Architect to administer bidding, manage cost, and negotiate construction contract items through a Design-Bid-Build contract procurement methodology. ~~to enter into a Construction Manager at Risk ("CMAR") contract pursuant NC G.S. 143-128.1.~~ The Architect shall coordinate its services with the ~~Construction Manager~~ Owner, including ~~preparation of~~preparation of two bid packages of Contract Documents, one of which is a ~~demolition~~ Shed/Site package, which services shall be considered Basic Services of the Architect~~.~~.»

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« not provided »

ARTICLE A.2 PROJECT TEAM
§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

«~~Trish Creta~~Rod Florence –»
«2011 Fay Street
Durham, NC 27704–»

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User Notes: (1697664335)

«Telephone Number: 919-560-4197 ext. 2123~~358~~ –»
«Fax Number: 919-560-4970–»
«Mobile Number: 919-~~274-1268~~ 937.7925-»
«Email Address: ~~trish.creta~~Rod.Florence@durhamnc.gov–»

§ A.2.2 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 information.)

« To be decided by Owner »

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

« Owner reserves the right to modify this list during the course of the Project »

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3
(List name, address and other information.)

«~~Julie McLaurin~~Robert Sotolongo–»
«~~5001 South Miami Blvd.~~229 N Gregson Street
Durham, NC 2770~~3~~1
–»
«Telephone Number: 919-~~941-9000~~317-4020–»
«Fax Number: 919-~~941-9006~~317-4023–»
~~«Mobile Number: 919-414-4057 »~~
«Email Address: ~~JMcLaurin~~Rsotolongo@~~obrienatkins~~dtwarch.com–»

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 ~~Consultants retained under~~ The following Consultants are among those retained by the Architect to perform Basic Services:

.1 Structural Engineer

«~~Stewart Engineering, Inc~~Ross Linden–» «~~, STEWART ENGINEERING, INC~~ROSS LINDEN ENGINEERS PC»
«~~Robert Macia~~Laura Ross–»
«~~421 Fayetteville Street~~
~~Suite 400~~710 West North Street
Ra~~e~~leigh, NC 2760~~1~~3–»
«Telephone Number: 919-~~380-8750~~ 832-5680-»
«Fax Number: 919-~~380-8752~~832-5675–»

.2 Mechanical Engineer

«~~O'Brien Atkins~~Edmonson –» «~~, O'BRIEN/ATKINS ASSOCIATES P.A~~EDMONSON ENGINEERS~~.~~»
«~~Edward Richert~~Charles T. Crowl–»
«~~5001 South Miami Blvd.~~700 Executive Park, 1920 Highway 54, Suite 700
Durham, NC 277~~0~~13
–»
«Telephone Number: 919-~~941~~544-~~9000~~ 1936-»
«Fax Number: 919-~~941-9006~~544-2540–»

.3 Electrical Engineer

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User Notes: (1697664335)

«~~O'Brien Atkins~~Edmonson ~~–~~»«, ~~O'BRIEN/ATKINS ASSOCIATES P.A.~~EDMONSON ENGINEERS»
«~~Nick Santore~~Dennis Hayes~~–~~»
«~~5001 South Miami Blvd.~~ 700 Executive Park, 1920 Highway 54, Suite 700
Durham, NC 2771~~0~~3
~~–~~»
«Telephone Number: 919-544-1936~~941-9000~~ ~~–~~»
«Fax Number: 919-544-2540~~941-9006~~ ~~–~~»

§ A.2.5.2 Consultants retained under Additional Services:

« N/A »

§ A.2.5.3 Project Team. The following persons are designated by the Architect as key members of the Project Team:

«See Exhibit ~~N~~I – "Exhibit ~~N~~I – Design Team Directory", containing ~~2~~ 1 page~~s~~. »

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

« »

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User Notes: (1697664335)

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Exhibit B: "Insurance Requirements"

Insurance Requirement for Architect and Engineer Services for the Sign and Signal Shop – Facility Renovation

Contractor shall maintain insurance not less than the following:
Commercial General Liability, covering
- premises/operations
- products/completed operations
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than $1,000,000 per occurrence;

Professional Liability, covering
- architect, engineers, and surveyors (employed or engaged by Contractor)
- covering claims arising out of professional architect, engineer, and surveyor services performed in connection with this contract
- self-insured retentions/deductibles in excess of $25,000 must be approved by City Finance Director
- combined single limit not less than $1,000,000 per occurrence;

Workers' Compensation Insurance, covering
- statutory benefits;
- covering employees; covering owners, partners, officers, and relatives (who work on this contract);
- employers' liability, $1,000,000.
- Waiver of Subrogation in favor of the City of Durham.

Insurance shall be provided by:
- companies authorized to do business in the State of North Carolina
- companies with Best rating of A –VIII or better.

Insurance shall be evidenced by a certificate:
- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
  General Services Department
  City of Durham
  Attention: Rod Florence
  2011 Fay Street
  Durham, NC 27704
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Risk Manager before Contractor can begin any work under this contract.

Exhibit C: "Schedule of Deliverables and Requirements"

The deliverables and requirements provided in Exhibit C shall be included in the Architect's Basic Services. Some of the descriptions overlap services described in Exhibit D, Project Design Procedures. The descriptions in each of these documents shall not reduce the level of services described in another. Please refer to all contract documents for the full scope of services.

SCHEDULE

Within one week of notice to proceed, the architect shall submit a project schedule, with the due dates of the deliverables identified. Scheduled due dates will be based upon reasonable timeframes for Owner review, which have been mutually agreed upon with the Architect. The schedule shall also include scheduled dates for permit applications and submittals to authorities having jurisdiction (AHJ). The critical paths to 100% complete Construction Documents for bidding will be noted on the schedule. The schedule shall be updated monthly to reflect contract progress over the previous pay period. If completion of a task on the schedule is extended or delayed, the updated schedule shall reflect those changes. If the extended task is on the critical path, then a recovery schedule shall be provided for the Owner's acceptance. The updated schedule shall be submitted monthly with invoices (invoices may not be paid unless updated project schedule is included). The City of Durham Subcontractor Monthly Record of Payment report shall also be submitted monthly with invoices.

Preliminary Milestone Schedule:

Approval of Award	10/5/15
Contract Execution	10/5/15 – 10/15/15
Notice to Proceed	10/12/15
Pre-Design Investigations	10/15/15
Schematic Design (SD) Phase	10/15/15-11/19/15
100% SD Submittal/Final BODR Presentation	11/19/15
City 100% SD Review (15 days)	12/3/15
Design Development Phase	12/5/15 -2/20/16
100% DD Submittal/Final BODR Presentation	2/5/16
City 100% DD Review (15 days)	2/20/16
50% Construction Document Phase	2/23/16-4/23/16
City 50% CD Review (15 days)	5/8/16
Construction Document Phase	5/10/15-6/10/16
City 100% CD Review (15 days)	6/25/16
Agency Approvals	6/10/16-8/12/16
Bidding Phase and Permitting	8/12/16-10/12/16
Construction Administration Phase	
Construction Duration	11/1/16-5/1/17
Certificate of Occupancy/Move Operations	5/3/17
Close Out Phase	5/18/17-12/19/17

DELIVERABLES

Please provide all deliverables in printed and digital form—digital drawing files shall be submitted in PDF and AutoCAD LT 2010 compatible format. Each deliverable submittal shall consist of 24x36 drawing sets, 8.5x11 specifications and 8.5x11 prints of other deliverables. At all submittal stages, Architect shall submit seven(7) complete sets of printed deliverables – including one (1) full-size drawing set and six (3) half-size drawing sets and one (1) electronic

submittal unless otherwise specified by the Owner. Each deliverable submittal shall include quality assurance correspondence, indicating that submittals have been checked and all comments have been resolved. The requirement for 24x36 size drawing sets can be modified to larger scale drawing sets with acceptance of the City Project Manager.

PROJECT SCOPE OF WORK

For the Basis of Design for the Sign and Signal Shop – Facility Renovation Project, refer to the following programing documents, prepared by Williard Ferm and Maintenance Design Group:

See Exhibit A – Initial Information

For Environmental, Geotechnical, and Survey findings, refer to the following Exhibits prepared:

See Exhibit H and G

The site location for the Sign and Signal Shop – Facility Renovation Project is listed in the following Exhibit:

- See Exhibit A – Initial Information

DESIGN SERVICES

GENERAL REQUIREMENTS

- All work is to be performed using CAD software compatible with Autodesk Revit and AutoCAD The design team is required to export files compatible with Autodesk AutoCAD 10LT.
- Conduct regular design meetings, or as required by the City (Owner).
- Attend Owner and CM meeting to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in all phases of design.
- Consultant shall be required to “design to budget”; if the cost exceeds the project budget, consultant shall re-design the project within the project budget at no cost to the City.
- Provide detailed design schedules using Microsoft Project or Primavera Scheduler; or equivalent. Update the design schedule monthly, or more frequently as deemed necessary
- Consultant shall be responsible for all Federal, State, County, and City permit applications and approvals. Prior to submittals, review project and submittal requirements with all authorities having jurisdiction over the project. Present plans to required departments/agencies for review/approval. All permit and approval sets must be submitted to City project manager for review one week prior to permit submittal.
- Design to minimum LEED Silver standards
- Serve as a member of the Owner’s Integrated Project Delivery Team. Members will include Owner (COD), Architect/Engineering Team, and Owner Cost Estimating Consultant (Paraclete).
- The Architect will utilize standard file-sharing protocol and limit use of email and paper for the transmittal of documents that can be transmitted electronically using such protocol. Invoices and supporting documentation must be submitted to the Owner on paper.
- Prepare and issue meeting minutes for all design phases of work in an agreed-upon format within two business days for review.

SCHEMATIC DESIGN (SD) PHASE

Schematic Design Phase Preliminary Phase BODR Scope and Deliverable shall include, at a minimum:

SITE INVENTORY AND PROGRAM EVALUATION CONFIRMATION

- Evaluate and analyze all Architectural, Structural, Mechanical, Electrical, Plumbing, and all other requirements investigations necessary for to acquire a full and complete understanding of the facilities to be provided, including building, its structure, infrastructure, and support and its systems sufficient to ensure a complete and thorough design.
- Provide an analysis of site investigation of site or sites, including topographic and boundary surveys, subsurface utility investigations and locations, geotechnical investigations and report of structural capacity and recommendations, environmental investigations, engineering, zoning and planning requirement (setbacks, special overlays, development restrictions, floodways, floodplains, and flood zones, etc,) to verify and present existing conditions as required to support the required facilities.
- If required, and upon approval by City Project Manager to use fire sprinkler tap allowance, provide an underground utilities survey showing depth of underground utilities.
- Program, investigate, and catalog functional equipment to be housed in the facilities, including office, (doors, lifts, conveying, containment equipment, HVAC positive pressure, and all functional support equipment), security systems, communications equipment, backup power equipment (generator), Compressor equipment and required mission-critical equipment, including fiber-optics and other required or necessary for Sign and Signal operations.

PLANNING AND CONCEPT DESIGN PHASE

- Review Space Programs for the Sign and Signal Shop – Facility Renovation, needs programming, fixed site constraints and other City planning regulatory requirement compliance, and any supplemental requirements, and needs of City personnel and departments, and make recommendations for the building composition operational use of space to provide for function, adjacency, form, service, access, work flow, public and staff access, construction logic and efficiencies. Provide alternative solutions, if needed or required by the owner.
- Review of Phase 1 environmental assessment, subsurface utility investigations, geotechnical investigations, environmental engineering, to verify existing conditions as necessary.
- Prepare and submit a Planning and Concept Design Submittal which shall include a Preliminary "Basis of Design Report" (BODR) presenting detailed design criteria, agreed upon program elements, alternative schemes, recommended scheme with construction phasing options and cost model.
- Prepare and submit a confirmation cost estimate analyzing City provided cost estimates. If needed, collaborate with Integrated Project Delivery Team to identify potential solutions to reduce the estimated cost of the Project.
- Based upon the approved programming, planning and concept design submittal, develop multiple design diagrams and concepts for owner and City Staff consideration. Include site plan, floor plans, sections, structural repair recommendations, engineering analysis of building envelope and alternative systems options and systems descriptions.
- Provide a description of proposed or alternative materials

Organize and conduct design meetings as necessary to gather project information and requirements, coordinate Owner and User needs, and resolve design issues sufficiently to meet the project's program requirements to Owner's satisfaction

- Prepare a final "Basis of Design Report" (BODR) presenting detailed design criteria, agreed upon program elements, alternative schemes, recommended scheme with construction phasing options and cost model.
- Collaborate with Owners' stakeholders via GS Project Manager
- Make necessary presentations as required to stakeholders, City staff or others as required.
- Make presentations to all agencies having jurisdiction as necessary.
- Develop cost model by preparing and submitting an independent cost estimate and written report, including assumptions and clarifications; Reconcile cost model with Construction Manager at Risk construction estimate. If needed, collaborate with Integrated Project Delivery Team to identify potential solutions to reduce the estimated cost of the Project.

DESIGN DEVELOPMENT (DD) PHASE

100% Design Development Phase Deliverables shall include at a minimum:

- Structural analysis and diagrammatic sizing and form of structure, recommended materials and loads with analyses. Response to geotechnical recommendations.
- Based on the approved SD plans, further refine the design to include the following: demolition and clearing plans, grading and drainage plans, sedimentation and erosion control plans, layout and staking plans, elevations and sections, construction details, lighting and signage, planting plans and details.
- Site plan(s) showing all proposed new construction and site elements. Locations of flood zones, stream buffer and sewer easements should be indicated.
- Architectural floor plans.
- Architectural elevations for all building faces.
- Site sections taken in different directions showing critical site information.
- Narrative for proposed building systems
- Preliminary Code summary
- Preliminary Permit summary
- Life safety plans
- Site plan(s) showing zoning information, easements affecting the site, rights-of-way, all public and private utility locations within the site and along adjacent rights-of-way, inverts of all storm sewer, sanitary sewer and water lines, tie-ins to NC State Plane Coordinates System, vertical and horizontal benchmarks, and all subsurface utilities, structures and graves shall be noted and identified, providing vertical and horizontal locations.
- Landscape plan, preliminary grading plan showing critical grades and compliance with ADA guidelines.
- Architectural drawings including: new construction plans (including room finish schedule identifying materials)
- Lighting plan for all spaces, all building elevations, roof plan, and preliminary reflected ceiling plans.
- MEP load calculations and energy analysis, descriptions of alternative systems recommended, diagram of systems locations and sizes, diagrams of systems delivery and distribution
- Phasing plans (if applicable).

- Preliminary drawings by all engineering trades
- Signage specification and drawings compliant with City of Durham Graphic Standards & Manual Style Guide.
- Studies of various building materials and systems as requested by the owner. Agreed-to list of value management strategies and estimated project cost savings, if necessary as
- Conduct regular, biweekly design meetings.
- Conduct community meeting to solicit community input, if required.
- Prepare Design Development Level Specifications
- Attend owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
- Coordinated BIM Single line, wire-frame, dimensional and/or riser diagrams for all architectural, structural, mechanical, electrical and plumbing work
- Code Summary
- Permit Summary
- Developed reflected ceiling plans, typical wall sections, and building sections through all relevant spaces
- Developed and coordinated engineering drawings
- Refined digital model of final DD design for presentation to Design review team
- Prepare Design Development Specifications to sufficiently describe the full scope of the work. Outline Specifications in Master Format organization
- Conduct meetings to develop project bid alternates, unit prices, address constructability, value engineering, budget reconciliation, scheduling and other matters as required.
- Attend owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
- If needed, collaborate with Integrated Project Delivery Team to identify potential solutions to reduce the estimated cost of the Project.

PERMITTING, REVIEWS AND APPROVALS

- Submit complete plans and applications to City of Durham Planning Department, Public Works Department for site plan submission and approvals, , North Carolina Department of Insurance, and other regulatory agencies having jurisdiction as required for approvals and permits.
- Consultant shall be responsible to obtain all required Federal, State, County and City approvals.
- Coordinate the construction or relocation of privately owned utilities if necessary.
- Provide presentations to Owner, as necessary to obtain owner and jurisdictional or governmental approvals.
- Attend meetings as necessary for all approvals. Provide responses and modifications to regulatory comments

CONSTRUCTION DOCUMENTS (CD) PHASE

50% Construction Document Phase Deliverables—in addition to previously submitted materials, the following shall be provided:

- Based on City-approved DD plans and documents, prepare full and complete construction documents and specifications to minimally include:
    - Demolition plans
    - Civil Engineering design, grading, and drainage, utility plans

    - Layout and staking plans
    - Site plans
    - Floor and roof plans (any and all with reflected ceiling plans)
    - Interior design and furniture plans
    - Elevations
    - Sections
    - Construction details
    - Mechanical, Electrical, Plumbing plans and details
    - Technology plans (RCDD standards), schedules and details
    - Structural plans, schedules and details
    - Lighting and signage plans and details
    - Planting plans and details
- Incorporate bid alternates as necessitated by the project budget.
- Code summary
- Permit summary
- Developed wall sections, and building sections through all relevant spaces (min. four sections).
- Developed and coordinated engineering drawings
- Agreed-to list of value management strategies and estimated project cost savings, if necessary.
- Fully developed engineering drawings.
- Fully developed CSI 2004 specifications defining the contract requirements and level of quality.
- Final documents describing in detail all work to be done, with all necessary revisions made and input from previous submittal included.

99% Construction Document Phase Deliverables—in addition to previously submitted materials, the following shall be provided:

- Final documents describing in detail all work to be done.
- Incorporate bid alternates approved by the City

100% Construction Permit Document Phase Deliverables—in addition to previously submitted materials, the following shall be provided:

- Ensure that all work is sufficiently described to assure all agencies approve drawings for construction permits as necessary;
- Final documents describing in detail all work to be done, with all necessary revisions made and input from previous submittal included.

BIDDING ASSISTANCE

- Issue Design Packages (or Project Manuals and Construction Documents of (plans and specifications) for estimating or bidding as required, at all stages of plans development, including interim phases, and at minimum 20%, 50%, 90% and 100% of design, and issue clarifications and addenda as required during estimating and bidding.
- Develop early Building package as not to impact construction schedule while site plan permitting is under review.
- Provide document clarifications to bidders as required.
- Issue addenda as required.

- Attend Pre-bid Meeting(s) for all bid packages, and Bid Openings conducted by the Architect for all trades of the contracts.
- Review bids received with Owner, prepare or review as necessary, detailed bid tabs, review all estimates and/or bids with the City representatives, and make recommendations to the City for award;
- Assist the City in negotiations with selected bidder(s).

CONSTRUCTION ADMINISTRATION

- Provide ongoing construction administration throughout the project as required in order to clarify design, answer questions, respond to RFIs, update the BIM model, and perform other Construction Phase duties in a professional and timely manner.
- Collaborate and/or Conduct any the preconstruction conferences.
- Make weekly site inspections of the ongoing work; Provide City with Site Visit Report for each such visit; Site visit report shall include photographs documenting all ongoing work, issues, questions and resolutions.
- Process and certify the Contractor's Applications for Payment.
- Provide interpretations of the Contract Documents with prepared drawings and specifications as needed. Issue drawing and specification (and BIM) clarifications as necessary to keep the construction project compliant with the approved schedule.
- Review and act upon all shop drawings and other submittals in a timely manner.
- Prepare Change Orders and Construction Change Directives for the Contractor's and Owner's signature.
- Perform Substantial Completion and Final Inspection Punch lists, administering same, and verifying that all such punch list work is completed as required by the Contract for Construction.
- Prepare Substantial Completion and Final Completion certificates for the Contractor's and Owner's signatures. Provide certification that the project fully complies with approved and/or modified plans and specifications
- Provide Certificate of Accessibility as required by City Inspections.
- Collaborate with Owner on commissioning of Sign and Signal Facility, including preparation and/or review of commissioning plan, support owner's required Facility Maintenance Plan (FMP) preparation and approval, integrate final as-constructed plans into a FMP.
- Support Owners in development of Facility Maintenance Plan and operating budget.

POST CONSTRUCTION PHASE/DELIVERABLES

- Prepare as-built documents for record based on information received from the contractor in AutoCAD format and BIM or in such or in other format as the owner requires, including owner-approved drawing layer structure.
- Assist in project closeout and assistance in establishment of warranties and guarantees.
- Certify final application for payment

Exhibit D: "Project Design Procedures"

CHAPTER 300 PROJECT DESIGN PROCEDURES

Definitions

City of Durham (City) is the Owner of the project.

The Designer is the firm or firms of architects and/or engineers that have a contract with City of Durham for the project.

Project Manager (PM) is the Owner's Representative assigned to the project. The PM works in the Project Management Division of the General Service Department of the City of Durham.

Project Management Division (PMD) is a Division of General Services which is a Department at the City of Durham.

SECTION 301 GENERAL

A. Project design phases prescribed below are reflective of what would be a "typical" project in a normal built environment. Public projects are not always typical or in a normal environment so there must be some consideration to adapt the specific submittal requirements to the project. For that reason, please contact the assigned Project Manager (PM) in the Project Management Division (PMD) of the City of Durham General Services Department before proceeding to verify submittal requirements.
B. It is the Designer's responsibility to determine and show all work required to accurately bid and construct the project. The phrase "As Required" can be extremely problematic during bidding and construction because the Designer has not indicated work required or scope to bid. Likewise "cash allowances" for work not defined are not permitted in public work that requires all work to be bid.
C. It is clearly stated in the contract documents that the Designer wiI determine condition/quality.
D. Verbally describing (that is, using text rather than drawings) requirements in the project manual and requiring the bidder to visit the site and inspect the conditions are not substitutes for graphic drawings detailing the work.
E. The Designer should ensure that it has a copy of all City of Durham (CITY) and other regulatory agencies, procedural and technical guidelines including site investigations and existing conditions, *prior* to starting design work on the project.
F. NOTE: IT IS EXPECTED THAT THE DESIGNER HAS DONE A THOROUGH JOB CHECK AND DESIGN TEAM COORDINATION OF DOCUMENTS PRIOR TO EACH SUBMITTAL. IT IS NOT THE ROLE OF PMD TO RESOLVE ALL ERRORS AND OMISSIONS IN THE DESIGNER'S WORK.
G. If you have any questions regarding submittals, requirements or review issues, please contact the PMD.
H. If this exhibit requires a service or good to be provided but does not state who will provide it, then it will be presumed that the Designer will provide it.

301.2 REVIEW TIMES

The PMD for the Project will review each phase of design. The approximate review times for each phase are listed below. The Designer shall confirm the review timeframes with the PMD prior to setting up the design schedule. These times are

calendar days from receipt of submittal until completion of the review for each stage of review required and are to be use by the Designer in estimating project schedules. Additional review times at each phase of design may be required.

The times are:
100% Schematic Design / Basis of Design Report (BODR) ------- 7 days
100% Design Development (Site Plan Package) ---------- 15 days
75% Construction Documents ---------- 15 days
99% Construction Documents ---------- 15 days
100% Permit Set - Construction Documents

Meeting these timeframes will be contingent upon the Designer providing finished, complete submittals for each stage of design,

301.3 PROFESSIONAL SEALS

Professional seals identifying the “authors” and/or “Designer of record shall be affixed to all Drawings, Specifications and other technical submissions at all design phase submittals. No signature or date is required over the imprinted seals until final bid documents are printed for release to bidders. Designers may stamp documents as “Review Only”, “Not for Construction”, “Design Development” or any other statement accepted in their respective licensing boards. Do not stamp over the seal such that name and license number are obscured.

SECTION 302 COMBINED SUBMITTALS

This project will have five separate submittals; 100% Schematic Design with final Report of Findings, Recommendations/BODR and Cost Estimate ; 100% Design Development / Site Plan Submittal Package with Updated Cost Estimate; 75% Construction Documents with Confidence Review Estimate; 99% Construction Document Submittal with Confidence Review Estimate, and 100% Permit Set Construction Documents.

SECTION 303 (Not Used)

SECTION 304 GENERAL STATUTE - CHAPTER 133 - PUBLIC WORKS

This chapter (133) of the General Statutes contains important requirements for designers involved in public work. These statutes are commented on most often in **City** design review for compliance. The Designer shall apply all laws that are pertinent to the Designer’s services, keeping in mind that laws change from time to time. The Designer’s attention is directed to one possible source of General Statutes, which is www.ncleg.net. The summary of five statutes below is not necessarily accurate, complete, or up-to-date, but it gives an idea of some of the current applicable statutes.

Throughout the design process, the Designer shall be mindful of the statutory requirements for specifications to be as competitive as possible in all public work. Although the "owner" is not mentioned in these statutes, if Designers & design professionals are employed by the public entity, they may be subject to compliance as well.

> **GS133-1** states it is unlawful for Designers to specify products or materials in which they have a financial interest.
> **GS133-1.1** defines the dollar and scope limits which require architects and engineers to be used on public work. Also refers to requirement for seals all documents.

GS133-2 states it is unlawful for Designers of public work to employ or allow any manufacturer or representative to write, plan or draw any part thereof.
GS133-3 Specifications shall be competitive by using performance specifications or specifying 3 or more brand names. Preferred alternates are permitted and substitutions are allowed prior to bid with Designer approval or disapproval.
GS133-4 Any person, firm or corporation violating GS Chapter 133-3 shall be guilty of a Class 3
Misdemeanor - loss of license to practice profession for 1 year and subject to $500 fine.

SECTION 305 SCHEMATIC DESIGN PHASE (includes investigations/report phase)

A. When the scope involves site modifications, a current site survey is necessary. The designer shall define the scope of the survey as appropriate to the project requirement and contract with the surveyor for these services. These services will be paid for out of the not to exceed survey allowances upon approval by the City Project Manager.
B. The scope of the project requires a structural and foundation; repairs, improvement and certifications. The City will provide the following reports:
    - Structural and General Building Assessment Report
    - Final Geotechnical Report – Service area evaluation.

    The Designer shall review and consider the report's recommendations during formulation of the project design, plans and specifications. Mere reference to the report "recommendations" shall not suffice in lieu of properly evaluated and prepared specifications and plans by the Designer. If additional investigations are required to complete required structural and foundation designs and certification, the Designer will advise the City of these requirements.
C. The Designer shall use the following programming documents:
    - Exhibit F - "Exhibit F - Sign and Signal Shop – Space Needs Program – September 25, 20132" containing 9 pages, and prepared by Williard Ferm Architects/Maintenance Design Group
    - Exhibit G – "Exhibit G – 320 Muldee Street Structural and General Building Assessment – December, 2014" containing 47 pages, and prepared by KCI Associates."
    - Exhibit H – "Exhibit H – Sign and Signal shop – Geotechnical Services Report (Gravel Yard Evaluation) – December 23, 2014 containing 5 pages"

    The Designer shall validate and confirm Exhibit F, Exhibit G, and Exhibit H to ensure the programming documents meet the City's vision and goals for the project; The Designer shall address all internal and external stakeholder input; The Designer shall maintain the established schedule and budget. The SD process shall include the following major tasks: 1) Project Kickoff Meeting; 2) Planning meetings to define project scope, budget and construction phasing;3) the preparation of a Basis of Design Report (BODR). The BODR shall include the City's goal for energy conservation and energy use; and suitability of these goals for the particular project. The Designer hereby states that it has included the City's goal for energy conservation and energy use; sustainable design and construction including life cycle cost evaluations; and application and suitability of these goals for this project.
D. A *life cycle cost analysis* shall be initiated in the DD phase to ensure all preliminary decisions are being optimized to accommodate early life cycle cost decision making for all building systems and materials. The Designer shall use LCCA in all decisions throughout the project design process. A formal analysis shall be provided with the DD submittal. Projects without LCCA report by the DD submittal will not be approved to continue to CD phase, unless otherwise approved by Owner.

E. The Designer and its consultants shall confer jointly and with the PMD on the feasibility of various building systems (structural, mechanical, electrical, etc.) to meet the functional and space requirements and any special conditions of the program. A code analysis shall be initiated to confirm that the facility and proposed renovations is, at this level of development, within the current NC Building Code.
F. The Designer shall meet with the City to determine the actual permitting requirements, fees and processes associated with each Department.
G. The Designer shall prepare schematic design drawings and other data illustrating the recommended implementation of the program and project requirements. It is essential that consultants for site work, structural, mechanical, electrical, etc., be involved in the early planning process. Submittal of the schematic design phase shall be forwarded concurrently to the PMD and regulatory agencies having jurisdiction such that all reviews are concurrent. The Designer shall forward a copy of the regulatory review comments to the PMD for review and consensus.
H. Please indicate on the transmittal letter any regulatory reviewing agencies receiving copies for review.
I. The Schematic submittal shall include a Basis of Design Report (BODR) which at a minimum provides the following information:
    a. A written narrative and general description of the project based on the results of the Internal Stakeholder meetings indicating: the project requirements; the vision and goals for the project; and a description of all project elements. The project elements description shall include the proposed construction materials; insulation systems; general repairs; and mechanical, electrical and plumbing systems. CSI/Master Format 2004 outline or narrative specifications are acceptable and desired but **no full specifications** please. They will not be reviewed at this level.
    b. A scaled site plan, with a north arrow, showing the locations of renovation work at the facility in relation to existing property lines, buildings, roads, walkways, parking and existing utility services. The Designer shall be responsible for examining all existing conditions and reviewing available as-built drawings related to the project.
    c. Single line drawings of the proposed floor plan(s) that show the rooms and spaces, including mechanical and electrical rooms, service areas, etc. Rooms shall be identified by name or use for consideration of code implications.
    d. A statement of probable construction cost based upon gross area, volume or other appropriate units. Separate line items shall be provided for site work, utility extensions and other items outside the structure. Provide a complete budget summary showing the breakdown of total appropriated funds and all line item funds reflected in the design contract. This is to verify Designer has a clear understanding of the design contract line items and the cost estimate summary.
    e. A project implementation plan for the project. The Designer shall develop a project implementation plan that includes testing, additional assessments, utility interruptions, phasing recommendations, building and site construction and impacts to facility operations.
    f. A design, permitting and construction schedule for the project. When the construction work is phased, the Designer with input from the City shall develop a construction schedule that has minimal impact to the operation of the facilities undergoing construction or renovation.
    g. Meeting minutes from the Internal and External Stakeholder Meetings and design progress meetings.

J. The Designer shall provide a written response to Schematic review comments within a timeframe specified by the PMD. The Designer shall secure written

approval from the PMD of the schematic submittal before proceeding into the next phase. PMD approval to move into the next phase of design will be contingent on PMDs receipt and approval. It is important that the Designer does not proceed into the next phase of design without PMD approval. If the submittal does not sufficiently outline the basic elements of the project, it will be returned for further development.

K. The Designer shall provide the following tasks:
   a. Review existing documentation and deficiency studies;
   b. Site investigations to verify existing conditions;
   c. The Designer shall define and prioritize the construction scope;
   d. Prepare as-built plans and other relevant as-built documents;
   e. Conduct regular design meetings;
   f. Prepare preliminary documents defining the design;
   g. Attend owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design;
   h. Develop cost model; Reconcile cost model with construction budget;
   i. Update the design schedule.

SECTION 306 DESIGN DEVELOPMENT PHASE

A. Based on the approved schematic submittal, the Designer shall prepare the Design Development Documents, which shall set forth in writing and drawings all basic program elements, systems and materials to be used in the project. The Designer and its consultants shall confer jointly in preparing economic and LCCA studies of various systems and alternatives. Two or more structural, electrical and mechanical systems that are feasible for the project shall be considered and the Designer and PMD shall select the systems that are best suited for the project.

B. The design development submittal shall include but not be limited to the following:

1. A written response to Schematic Design review comments and questions.
2. A Code Summary sheet, Code Appendix B, that includes the basic code analysis and code decisions made supporting the proposed design. See NCSBC-Administration and Enforcement Requirements.
3. A scaled site plan showing in general: topographic information, benchmarks, site drainage and sedimentation control, utility infrastructure, roads and parking, adjacent structures and other site data furnished on the previous submittal. All site plans shall include information relative to flood plain involvement of this project.
4. A soil investigation geotechnicalare being provided by the Owner's Consultant Terracon Consulting. This report and all other reports or studies made for the project shall be considered by the Designer in its design and included in this submittal.
5. Outline specifications with brief descriptions of building systems and materials in CSI Master Format 2004 division format. No full specifications at this stage please. There is insufficient time to review full specifications at DD and again at CD.
6. Scaled architectural floor plans, building cross-sections at appropriate points to show major vertical spaces, and two or more elevations. A typical large-scale wall section detail. Plans must clearly indicate initial results of the building code analysis for the building type such as rated walls, egress and accessibility.
7. Room finish schedule showing basic materials proposed for the floors, walls and ceilings, as appropriate.

8. Structural submittals to include the following: structural renovations, repairs and details (including report results) related to the building: subsurface structure, skin, roofing, framing repairs, wall modifications, Mezzanine improvements and railings., The proposed building's subsurface soil investigation report and boring logs; the allowable soil bearing pressure and live loads shall be taken into consideration in the design. A foundation plan showing the basic elements of the foundation improvements and such additional details and information as necessary to delineate the size, type and probable depth of special foundations (for example, piles or caissons); typical floor framing plan showing size, spacing and type of principal members; a roof framing plan; and the locations of walls and/or bracing with such additional details and information as necessary to describe the method of lateral load resistance.

9. Mechanical drawings showing major HVAC equipment rooms and layout; the basic layout of the heating, ventilating and air conditioning distribution system; a schematic of the temperature control systems; schematic diagram of air, hot water and/or steam systems, chilled water, condenser water systems and code compliant improvements. Rated walls shall be shown on plans.

10. Plumbing drawings showing general development *of* the plumbing system. The drawings shall show source *of* water supply and waste disposal termination; water distribution and waste collection plan schematic including fixtures and code compliant requirements/upgrades.

11. Fire Protection – Sprinkler drawings showing basic distribution, sprinkler head layout, fire sprinkler room location, and other related elements required for permitting and construction. Indicate source *of* water and provide a current water pressure and flow test.

12. Electrical drawings: Assess existing wiring and power distribution capacities. Consider electrical load capacity and upgrades when proposing new equipment for the facility. Show the basic electrical service equipment and its location to include: the electrical power distribution components, primary service switches, transformers, generators, main switchgear, motor control centers, and the location *of* the electrical and telecommunication rooms. Provide similar diagrams for fire alarm, telecommunications, security and all other systems included in the electrical scope of work. An as estimated load summary in KVA rating, the connected load, the demand load and DF are required with this submittal. Electrical floor plans shall show the basic layout of the lighting, emergency lighting, power receptacles, smoke and heat detectors, data/communications outlets or other systems in the project.

13. A statement *of* probable construction cost using, as a minimum, the CSI MasterFormat 2004, using units such as area, volume, linear feet, tons, BTU/hour, KW requirements, fixtures, etc., taking into consideration the actual systems and materials proposed. Provide a complete budget tabulation summary showing the breakdown *of* total appropriated funds and line items from the design contract. Site work and utility services shall be shown as separate items.

C. The Designer shall include in the submittal, a description *of* the engineering rationale leading to the utilization *of* systems shown on the drawings or described in the outline specifications.

D. Submittal of the completed design development phase shall be forwarded to the PMD, and regulatory agencies having jurisdiction for concurrent review. The Designer shall forward a copy *of* any regulatory review comments to the PMD for review, consensus and project files.

E. IT IS EXPECTED THAT THE DESIGNER WILL HAVE DONE A THOROUGH JOB CHECK AND DESIGN TEAM COORDINATION PRIOR TO EACH SUBMITTAL. IT IS NOT THE ROLE OF PMD TO RESOLVE SIMPLE ERRORS AND OMISSIONS IN THE DESIGNER'S WORK.

F. The Designer shall secure from the PMD written approval *of* the design development submittal before proceeding into construction documents. It is important that the Designer does not proceed into the next phase of design without approval from the PMD. If the submittal does not sufficiently outline the basic elements *of* the project, it will be returned for further development.

NOTE: The Design Development stage is a "hold point" for further approval until all outstanding comments and issues have been complied with or resolved before there is approval to begin Construction Document production. DD Submittals will not be approved when regulatory review comments are extensive, the cost estimate is not within design contract budget, the soils investigation are not provided for the project.

G. The Designer shall provide the following tasks:

- Develop architectural design plans and interior features supporting the design.
- Develop engineering schematics defining the scope of mechanical, electrical, plumbing systems.
- Conduct regular design meetings.
- Develop phasing concepts.
- Attend Owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the design.
- Prepare outline specifications including completed front-end documents.
- Update cost estimate and schedule;
- Present to local building department to review scope and approach.
- Develop Site Plan Submittal Drawings, calculations and worksheets for City/County planning review as part of 100% DD submission.

SECTION 307 CONSTRUCTION DOCUMENT PHASE

307. 1 GENERAL

A. Provide a written response to Design Development review comments. An e-copy of DD review letter can be used to facilitate response letter.

B. Based upon the approved design development submittal, the Designer shall prepare construction drawings and specifications setting forth <u>all the work</u> in detail and prescribing work to be done, including materials; workmanship; finishes; mechanical and electrical systems; special equipment; site work; utility connections and services. Bidding information; proposal, contract and bond forms; General and Supplementary General Conditions of the Contract; and any and all other information and documents required for receiving competitive bids on the project shall be provided and completed. Copies of construction documents shall be simultaneously furnished for review to the PMD and regulatory agencies having jurisdiction.

C. The Designer and his consultants shall retain design calculations for all systems, including structural, special foundations, mechanical and electrical designs and keep same in reproducible form for submittal to the PMD, if requested.

D. The Designer shall receive approval from the PMD that the CD are acceptable prior to bidding the work.

E. The Designer shall perform the following tasks:

F. Fully develop written specifications defining the contract requirements and level of quality;

G. Conduct meetings as required to receive owner input for design issues.

H. Attend Owner meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the design;
I. Submit for Owner and agency review and approval;
J. Update cost estimate and schedule;
K. Review cost estimate for reasonableness and compatibility with the Project scope and budget.

307.2 COST ESTIMATES

A cost estimate shall be submitted using Quantity take-offs of major sections of CSI MasterFormat 2004. Overhead, profit, taxes, insurance, etc., shall be included. Estimates must be prepared for all bid items, including alternates. A complete tabulation shall be furnished showing the design contract breakdown of total appropriated and line item funds. The Designer is responsible for bringing the project within the budget as set forth in the design contract. It is essential that accurate and proper construction estimates be developed by the Designer at this stage to avoid the delays and added cost to the City in the event of bids exceeding project funds.

Should the Designer's estimate be over the Construction Funds Available, the PMD suggests the base bid should be established at 90% of the Construction Funds Available with add alternates to 110 % of those funds to permit flexibility and ability to award contracts without negotiating down, which is not advantageous to the owner. An estimate considerably over the funds available cannot be approved for bids unless scope is reduced.

A. On large or time critical projects submittal of 2 complete sets of CD documents for review may reduce the time in review.

B. All forms and document formats required are available from the PMD. As noted below some are simply inserted into the manual and others require editing and modification for use on specific projects. Forms requiring editing will generally include directions and indications as to what needs to be modified or addressed by the Designer.

307.3 PROJECT MANUAL

The project manual shall be complete and contain all the City of Durham's collection of required advertisements, instructions for bidding, general conditions and supplementary general conditions, general requirements, technical specifications, bid forms, other attachments or appendices required, bond forms and construction contract forms and approval pages. The format shall be 8-1/2 x 11 securely side bound. The Designer shall work in conjunction with the Owner on the Project Manual to complete the final package for bidding.

307. 4 SPECIFICATIONS - GENERAL

A. Divisions: CSI 2004 format is a construction industry standard and in language that shall be used for uniformity and consistency in all City projects.

B. Format for all specifications shall be in narrative or "imperative" form. So-called "streamlined" or "outline" specifications will not be acceptable for CD. Statements shall be complete and concise, in simple language known to the construction trades. Specification content shall relate only to the specific project requirements. Specifications and drawings shall be divided into separate *prime* contracts. The division of responsibility between contracts (such as between food service equipment and plumbing - electrical versus mechanical) shall be carefully coordinated and noted. The specifications shall be customized and tailored to the project.

C. Specifications shall be "typewritten" or printed (without reduction) so long as they are legible and securely bound. Review sets shall be complete with all forms and documents required by the PMD and edited for the project.
D. National standards such as UL, FM, NFPA, MasterSpec, etc. are appropriate.
E. Notice to Bidders and General Conditions is available in electronic form from the PMD.

307. 5 Division 1 - **General Requirements**

A. Temporarv Utilities:. Clarify with the PMD whether any City utilities may be used and how. Include any charges to be assessed. Who provides should also be addressed in the Supplementary General Conditions.
B. Alternates: List and describe Alternates to be used. Limit the use of alternates and "owner- preferred" alternates. An excessive number of alternates can discourage bidders as costly to estimate and can over complicate design and construction with errors. Keep the alternates simple and clearly identified in scope and details. If the "base bid" is set at 90% of the project construction funds with add alternates adding up to 110% of funds available, then award of contract may be expedited without time lost on
    i. negotiations or "value engineering".
C. Cash allowances are not used in public work, as there is no "competitive bidding" process as required by statute. Estimated quantity allowances are acceptable with a unit price solicitation on the Proposal Form to adjust the actual quantity up or down. Base bid quantities should be carefully estimated to ensure project contingency is not critically depleted.
D. Owner supplied items or work should be fully identified and explained to eliminate duplication and confusion during bidding.

SECTION 308 Technical Specifications – Divisions 1 though 49

SECTION 309 Drawings

309.1.1 Size

A. Drawing sheet sizes shall be 24” X36”unless otherwise approved by the PMD.
B. All drawings shall be securely edge bound. For convenience or ease of handling, large projects may be submitted as multiple volumes, preferably by GPME discipline.
C. Reduced drawings and electronic media are not suitable for review. (Submittals with a very large number of drawings sheets may include an additional half-size set as a useful cross-reference set for reviewers.)
D. Complete sets must be provided with each submittal-re-submittal. No single sheets or partial sets are acceptable. If review comments are minor or limited, corrected sheets may be submitted for review compliance and a complete bid set provided later when the project is issued for bids.
E. Note: All lettering fonts, notes, schedules and room names should be a minimum of 1/8”. Lettering, dimensions, and notes should be clear and concise.

309.1.2 Orientation and Presentation

A. All site plans and building plans should have the same orientation on all drawings and all disciplines. Various plan orientations by different disciplines can cause errors and confusion by reviewers and bidders.
B. Column lines and designations should be included on all plan sheets, elevations and wall section for orientation and reference between disciplines.

C. All site plans and building plans should indicate true north and plan north. A survey benchmark shall be shown locating the building (X&Y) as well as elevation.

309.1.3 Cover Sheet and Titles

A. Cover sheet and all drawings shall have project name, Designer and consultants and the PMD Project ID number.

B. NCSBC Code Summary sheet shall follow the Cover sheet. This form is required by the State Building Code Volume 1-A- Appendix B to identify all code decisions and information for the project. An electronic template is available from The Department of Insurance.

Section 310 Final Submittal (100% Complete and Ready to Bid)

Final Submittal is not another project review. Final submittal is to review and verify the Designer's written responses to the Construction Document review comments from the PMD and verify that revisions required have been made to the Project documents. Evidence shall also be provided of approval from all regulatory review agencies having jurisdiction. Where Construction Documents submitted incomplete, the final review or Designer responses may generate additional questions or comments. If a Final submittal check shows non-compliance with previous CD review comments or has generated more comments, then a Not Approved is given and a re-submittal may be necessary.

Section 311 Setting of Bid Dates

The Designer in consultation with the PMD shall establish the date for receipt of bids.

Section 312 Record Documents and Final Report

A. Record Documents and the Final Report submittal is the conclusion of the construction project. The following are the minimum requirements for the Record Document materials provided to the City.

B. "As-Built Drawings" and specifications – The Designer shall correct the original bid/contract plans to include the "As Built Drawings" and specifications provided by the contractor at the end of the project.

C. Final documents shall be provided to the City. Prepare as-built documents based on information received from the contractor – printed and digital, in AutoCAD and PDF formats, and BIM if utilized. Submit two bound full size sets, two bound half size sets to General Services, and digital as-built documents on AutoCAD and PDF formats, and BIM if utilized.

D. Coordinate and review for compliance contractor closeout documents.

E. Present to required departments/agencies for review; Responsible for all State, County, and City permit applications and approvals.

F. Certify final application for payment.

D T W A R C H I T E C T S & P L A N N E R S, L. T. D.
229 NORTH GREGSON STREET • P.O. BOX 3636 (27702) • DURHAM, NC 27701
919/317.4020 FAX: 919/317.4023
E-MAIL: info@dtwarch.com

2015 Hourly Rate Schedule

Principal Architects:	Robert L. Sotolongo, AIA	$150.00 / hr.
	Jon Paul Young, II, AIA	$150.00 / hr.
Technical & Architectural Interns:	Mollie J. Matthews	$ 75.00 / hr.
	Susan O. Straw	$ 75.00 / hr.
	Patricia E. Martin	$ 70.00 / hr.
	Fredrick W. Doolittle	$ 55.00 / hr.
	Amman J. Jordan	$ 45.00 / hr.
Administrative:	Jewel D. Vanorsdale	$ 70.00 / hr.

Sign and Signal Shop
Space Needs Program
(As part of the Public Works Operations Center Master Plan)

PREPARED FOR:
City of Durham, NC

PREPARED BY:
Williard Ferm Architects/Maintenance Design Group

September 25, 2013

Introduction

Williard Ferm Architects and Maintenance Design Group were contracted in 2013 to study the Public Works Operations Center (PWOC) campus master plan. The primary impetus for the study was that the relocation of water management makes approximately 44,600 square feet of building space available in addition to the site areas that are not currently in use. A second factor contributing to this study is the desire to consolidate the departments within the Public Works and Transportation Departments from separate locations to one campus. Those Departments new to the facility include Transportation Administration and Operations, Surveying Crews, and Inspections. The Third factor prompting this study is simply that the existing departments on the PWOC campus have both outgrown their spaces and over the years have begun to utilize existing spaces for functions that were not designed. As a result of preparing a campus master plan this report developed the existing and future (2023) program needs of the Transportation Department's Sign and Signal Shop. The architectural space program was developed to present the size and general space requirements for guiding the architectural design of:

- Transportation Administrative Areas
    - Admin. office and support area
- Transportation Operations (Sign and Signal)
    - Building Areas
        - Sign and Signal Shop (Operation office and support spaces)
        - Sign and Signal Shop (Crew spaces and support areas)
        - Shop areas
    - Enclosed Areas
        - Equipment/Supply storage
        - Vehicle Storage
    - Exterior Areas
        - Equipment/Supply storage
        - Vehicle Storage

A space program was also completed in 2013 for guiding the design of one combined Public Works and Transportation campus. However, it was the decision of the City of Durham to place the SASS division independently in a facility that accommodates the operations, administration and storage on one site (320 Muldee). The programming developed as part of this Attachment E should be used as a basis of design. A summary of the data collected in this document includes pertinent information associated with the SASS only. The additional Public Works data collected and programmed for the PWOC facility has mostly been excluded.

The current space program herein is divided into:

1) Staff Summary
2) Vehicle and equipment
3) Space Standards
4) Circulation Factors
5) Space Needs Program

The following presents the Space Needs Program for the PWOC. The space needs program compares the existing building spaces utilized by each department with the functional requirements at Program 2016 and Master Plan 2023. The program details include each building area including office spaces, support areas, shop enclosed storage, and covered storage for each department. These individual spaces are subtotaled into net square footage requirements. For projected space needs, a factor is then added to included building walls, mechanical systems, structural systems, hallways, and utility chases (net: gross factor). Exterior parking and yard storage

areas are also included as line items. Site Circulation, setbacks, and landscaping requirements are calculated at 100 percent of the total of all areas and added to the total.

The Space Needs Program includes all the proposed departments that will utilize the PWOC facility after Water Management has relocated to a new site. The program includes office and support areas, shop areas, enclosed parking and storage areas, covered parking and storage areas, covered parking and storage areas, exterior storage areas, and exterior parking.

1.0 Staff Summary

Facility staffing levels are crucial to the Planning Team when determining the number of parking spaces, size of support facilities, and developing occupancy levels. Table A summarizes the Existing 2013 staffing compared to projected Program 2016 and Master Plan 2023 staff levels. All current vacant positions have been filled under the Existing 2013 column. These staffing levels were taken directly from interview sessions, questionnaires, and organizational charts provided by the City of Durham. For a more detailed staffing list reference Table D – Staffing and Locker Requirements.

Table A

Transportation Staffing	Existing 2013	Program 2016	Master Plan 2023
Transportation Administration	13	13	11
Transportation Operation			
Sign Shop	11	14	18
Signal Shop	13	15	18
Total Transportation	*37*	*42*	*47*

2.0 Vehicle/Equipment Summary

City vehicle and equipment type quantities are essential to the Planning Team when determining parking requirements on the site and the size of the support facilities. The vehicle quantities were taken directly from interview sessions, questionnaires, and a Vehicle/Equipment Inventory provided by the City. Table B summarizes the Existing 2013 vehicles compared to projected Program 2016 and Master Plan 2023 staff levels. Reference Table D – Vehicle/Equipment Parking Analysis for a complete list of vehicles. The Vehicle/Equipment Parking Analysis includes seven columns; Unit# indicates the vehicle unit number assigned by the City, Department indicates the department for which the unit is assigned/utilized, Size indicates the parking space assigned, Model/Type indicates description of vehicle, Quantity indicates the vehicle/equipment quantity, Preferred Parking Method indicates how unit will be stored, and vehicle parking analysis projects the storage method.

Table B

Transportation Vehicle/Equipment	Existing 2013	Program 2016	Master Plan 2023
Transportation Administration	4	4	6
Transportation Operation			
Sign Shop	18	19	20
Signal Shop	17	18	19
Total Transportation	*39*	*41*	*45*

3.0 Space Standards

Space standards were applied to the Space Needs Program and generally apply to the office and vehicle parking areas. Area requirements in shops and storage areas were derived from functional requirements and equipment space needs. The space standards listed below were utilized to develop the facility program and overall area requirements. The space standards are based on functional needs and requirements established through the design of other facilities, rules of thumb and specific requirements of each functional group within Public Works and Transportation Department projected to be located a t PWOC.

Office Areas

- Assistant Director — 200 square foot private office
- Operations Manager — 180 square foot private office
- Supervisor — 120 square foot private office
- Operations Administrator — 120 square foot private office
- Engineering Tech — 120 square foot private office
- Assistant Supervisor — 120 square foot private office
- Safety Coordinator — 120 square foot private office
- Administrative Assistant — 64 square foot work station
- Administrative Coordinator — 64 square foot work station
- Administrative Analyst — 64 square foot work station
- Technicians/Crew Chief — 20 square foot work carrel

Support Areas

- Conference Room (Large) — 400 square feet (20-25 people)
- Conference Room (Medium) — 200 square feet (10-12 people)

Shop Areas

- Small engine bay — 700 square feet (20-35')

Vehicle/Equipment Parking Space

- Small — 80 square Feet (8x10')
- Medium — 200 square feet (10x20')
- Large — 360 square feet (12x30')
- Extra Large — 540 square feet (12x40')
- Employee/Vis. Parking — 200 square feet (9x18')
- Accessible Parking — 234 square feet (13x18')

4.0 Circulation Factors

The space requirements shown for each function are net usable area. There are three Circulation Factors utilized in the Space Needs Program. These factors are:

- *Interior or Building Circulation*: this factor is applied to the program as a percentage of the total building square footage. It accounts for miscellaneous building spaces such as hallways, stairwells, janitor closets, mechanical, plumbing, and electrical rooms, wall thickness and structure (Circ/Mech/Elec/Struc), and access requirements. The following is a list of the factors that have been applied to the program:
    - Office/Support Areas: 45/35%
    - Crew/Support Areas: 45/25%

- Shop Areas: 25%
- Enclosed Storage Areas: 20/15%/35% for existing buildings
- Covered Storage Areas 15%/28% for existing buildings

- *Parking Lot Circulations:* A factor of 100 percent of the actual space occupied by a vehicle is added. This additional space must be included in the calculation to account for the drive aisles.
- *Site Net to Gross Factor*: This factor is also applied to the program as a percentage of the total program square footage. It accounts for areas around buildings; site drives aisles, building access, and site access. For new construction in a nonurban setting, a 100 percent factor is normally applied to account for all site inefficiencies. As such, the better the site conditions, access, easement, etc., the more efficient the site layout can become, reducing this factor to as low as 75 percent.

5.0 Space Needs Program

The Space Needs Program provides existing or required size for each space in the facility and yard needed. Area requirements for each space are identified with four major headings: *Area description, Existing, Program and Master Plan*. The *Area Description* heading indicates each space separated by department. The *Existing* column represents all current space and site areas. The *Program* column represents the spaces required once the Water Department has vacated and the Transportation Traffic Signs and Signals shops are moved to the site. The *Master Plan* column presents the projected growth over the next 8 years. A Space Standard, if applicable, is identified in association with the Program and Master Plan columns. A summary of the Space Needs Program follows.

Table C

Space Needs Program Summary	*Existing 2013*	*Program 2016*	*Master Plan 2023*
Transportation Building Areas			
Total – Admin. Office and Support Areas	--	--	3,434
Total – Operations Office and Support Areas	--	1,593	1,755
Total – Crew/Support Areas	--	2,804	2,865
Total – Shop/Building Systems Areas	--	14,263	14,450
Transportation Building	*11,132*	*18,659*	*22,504*
Transportation Operations Enclosed			
Equipment/Supply Storage (Enclosed)	--	6,900	6,900
Vehicle Storage (Enclosed)	--	5,014	6,256
Transportation Enclosed Storage	*7,140*	*11,914*	*13,156*
Transportation Operations Exterior			
Equipment/Supply Storage (Exterior)	87,600	92,640	97,920
Vehicle Storage (Exterior)	55,342	55,942	55,942
Transportation Operations Exterior	**142,942**	**148,582**	**153,862**

Table D - Space Needs Program - Details

Transportation Building Areas	*Existing* Staff	Space	Area	*Program(2016)* Staff	Space	Area	*Master Plan(2023)* Staff	Space	Area
Admin. Office Areas									
Supervisor	1		159	1		120	1		120
Admin. Assistant	1		69	1		64	1		64
General Staff	11		291	11		1320	9		1080
Admin. Support Areas									
Conference Room (20)			232						400
Copy / File Area			---						80
Traffic Control Center			402						800
Net Gross Factor (35%)			*404*						*890*
Admin. Office and Support	**13**		**1,157**	**13**			**11**		**3,434**

Transportation Building Areas	*Existing* Staff	Space	Area	*Program(2016)* Staff	Space	Area	*Master Plan(2023)* Staff	Space	Area
Operations Office Areas									
Sign Shop									
Traffic Control Supervisor	1		---	1		180	1		180
Sen. Traffic Control Tech.	5		---	6		120	8		160
Traffic Control Technician	4		---	6		120	8		160
Shared Office			---		1	100		1	100
Signal Shop									
Traffic Systems Supervisor	1		---	1		180	1		180
Sen. Traffic Systems Tech.	5		---	5		100	6		120
Traffic Systems Technician	4		---	5		100	6		120
U-loco			---		1	100		1	100
Operations Support Areas									
Sign Shop									
File Storage			---			100			100
Signal Shop									
Copy/File area			---			100			100
Net Gross Factor (35%)						*413*			*455*
Op. Office and Support	**20**			**24**		**1,593**	**30**		**1,755**

Table D - Space Needs Program Details (Continued)

Transportation Building Areas	*Existing* Staff	Space	Area	*Program(2016)* Staff	Space	Area	*Master Plan(2023)* Staff	Space	Area
Crew Areas									
Sign Shop									
Break Room									
Kitchenette/Vending									
Wellness Area									
Locker Alcove									
Men's Restroom									
Women's Restroom									
Signal Shop									
Kitchenette/Vending									
Wellness Area									
Men's Restroom									
Women's Restroom									
Locker Alcove									
Mud Room									
Crew Support									
Shared Areas									
Break Room						600			600
Kitchenette/Vending						150			150
Men's Restroom						280			280
Women's Restroom						280			280
Locker Alcove									
Sign Shop					14	98		18	126
Signal Shop					15	105		18	126
Janitor's Closet						80			80
Wellness Area						400			400
Storage						100			100
Mud Room						150			150
Net Gross Factor (25%)						*561*			*573*
Crew and Support Areas						**2,804**			**2,865**

Table D - Space Needs Program Details (Continued)

Transportation Building Areas	*Existing* Staff	Space	Area	*Program(2016)* Staff	Space	Area	*Master Plan(2023)* Staff	Space	Area
Shop Areas									
Sign Shop									
Asst. Traffic Control Sup.	1		---	1		100	1		100
Screen wash room			---			150			160
Screen Room			---			150			160
Tool Room			---			150			100
Work Room			---			800			800
Sign Storage			---			2400			2400
Receiving Area			---			300			300
Welding Room			---			500			500
Signal Shop									
Traffic Systems Asst. Sup.	1		---	1		150	1		150
Traffic Systems Tech.	2		---	3		450	4		600
Monitor/Testing Area			---			1200			1200
Storage Area			---			3000			3000
Receiving Area			---			300			300
Work Area			---			500			500
Test Eqmt./Supply Storage			---			300			300
Tool Room			---			300			300
Building System Areas									
Shared Areas									
Compressor Room			---			80			80
Mechanical Room			---			200			200
Electrical Room			---			200			200
Data/Comm. Room			---			100			100
Fire Riser Room			---			80			80
Net Gross Factor (25%)						*2,853*			*2,890*
Shop/Bldg. System Areas	**4**			**5**		**14,263**	**6**		**14,450**

Transportation Operations (Enclosed)	*Existing* Staff	Space	Area	*Program(2016)* Staff	Space	Area	*Master Plan(2023)* Staff	Space	Area
Equipment/Supply Storage (Enclosed)									
Sign Shop									
Thermoplastic			---			4800			4800
Propane/Paint Cleaning			---			300			300
Barricades / Traffic cones			---			600			600
Signal Shop									
Rolled Fiber Optic Cable			---			300			300
Net Gross Factor (15%)						*900*			*900*
Eqmt/Supply Storage (En)						**6,900**			**6,900**

Table D - Space Needs Program Details (Continued)

Transportation Operations (Enclosed)	Existing Staff	Existing Space	Existing Area	Program(2016) Staff	Program(2016) Space	Program(2016) Area	Master Plan(2023) Staff	Master Plan(2023) Space	Master Plan(2023) Area
Vehicle Storage (Enclosed)									
Sign Shop									
Small		2	---		2	160		2	160
Medium		2	---		2	400		2	400
Large		7	---		7	2250		9	3240
Signal Shop									
Small			---		4	320		4	320
Medium			---		3	600		3	600
Large			---		1	360		2	720
Net Gross Factor (15%)						*654*			*816*
Vehicle Storage-Enclosed						**5,014**			**6,256**

Transportation Operations (Exterior)	Existing Staff	Existing Space	Existing Area	Program(2016) Staff	Program(2016) Space	Program(2016) Area	Master Plan(2023) Staff	Master Plan(2023) Space	Master Plan(2023) Area
Equipment/Supply Storage (Exterior)									
Sign Shop									
Sign Poles			2000			4800			4800
Sand Storage			144			144			144
Signal Shop									
Street Lights & Signal Pole			1500			1500			1500
Debris Storage			3000			3000			3000
Metal Bin			360			360			360
Dumpsters			240			240		1	240
Gravel			144			144			144
Net Gross Factor (100%)			*7,388*			*7,388*			*7,388*
Eq./Supply Storage (Ext.)			**14,776**			**14,776**			**14,776**

Transportation Operations (Exterior)	Existing Staff	Existing Space	Existing Area	Program(2016) Staff	Program(2016) Space	Program(2016) Area	Master Plan(2023) Staff	Master Plan(2023) Space	Master Plan(2023) Area
Vehicle Storage (Exterior)									
Transportation Administration									
Medium		4	2000		4	--		6	3000
Sign									
Small									
Medium		5	2500		6	3000		7	3500
Large									
Extra Large									
Signal Shop									
Small									
Medium		10	5000		11	5500		11	5500
Large									
Extra Large									
Vehicle Storage (Exterior)			**9,500**			**8,500**			**12,000**

Exhibit G - Sign and Signal Shop - Structural and General Building Assessment, December, 2014

Structural and General Building Assessment

320 Muldee Street
Durham, North Carolina

Prepared for

General Services Department
City of Durham
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Durham, North Carolina 27701

Prepared by

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December 2014

Property Condition Assessment
Muldee Street Warehouse Building
Durham, North Carolina

Executive summary

A property condition assessment (PCA) was conducted by KCI Associates of North Carolina In December 2014 for the existing building located at 320 Muldee Street in Durham, North Carolina. The information provided with this PCA generally follows the guidelines listed in the ASTM E 2018 "Standard Guide for Property Condition Assessments" and included both a written narrative for each of the major evaluation topics and selected photographs of the existing building. Unfortunately the water service to the building along with the gas service were not available which limited our ability to test the operational status of some of the existing building systems.

In general, the building is in fair to good condition with a minimum estimated service life of more than 20-years possible subject to certain corrective actions and repairs noted in the report. As with any pre-engineered metal building, the primary concern is the deterioration of the wall and roof panels. It will be necessary to replace some of the exterior wall panels and install a coating for the roof panels to extend the life of the roof an additional 10-years. Additional repairs are also needed for the exterior personnel doors, large roll-up doors, and the gutter and downspout roof drainage system. To reduce the rust formation to the wall panels, some re-grading is necessary at the perimeter of the structure to provide positive drainage away from the building foundation.

The building interior was found to be in fair to good condition with some minor repairs needed to the concrete floor and wall insulation. Of major concern is the removal of the sprayed-on insulation material in the rear section of the warehouse. Unhealthy indoor air quality conditions are present and the material needs to be removed.

The mechanical, electrical, and plumbing systems were reviewed in detail with several recommendations listed in the report to ensure the building occupants have a clean and safe working environment. For the plumbing system, modifications to provide handicap accessible facilities are needed along with a general update of the toilet facilities. For the heating, cooling and ventilation systems, a general equipment servicing is needed to verify the air conditioning and gas heating systems are working properly, new ventilation fans are needed in the warehouse areas, and outside air/fresh air make-up capability needs to be added to the existing package equipment. The electrical system will need a complete check of the existing wiring to verify no Code violations are present and proper grounding is provided for all circuits. The existing lighting is generally inadequate and repair and/or replacement of fixtures is needed to provide sufficient illumination in work areas.

In order to occupy the building it will be necessary to install a fire alarm system and adequate emergency lighting as identified in the report. The following sections provide a more detailed description of the existing conditions and recommended improvements.

INTRODUCTION

THE EXISTING PROPERTY IS LOCATED AT 320 MULDEE STREET, NEAR US 70 IN EAST DURHAM AND INCLUDES A 20,000 SQ FT. PRE-ENGINEERED METAL BUILDING ON A 2.23 ACRE SITE. SITE IMPROVEMENTS INCLUDE A FENCED STORAGE YARD AND A 20-CAR PAVED PARKING LOT. ACCESS TO THE SITE FOR LARGE VEHICLES IS GOOD FROM BOTH THE WEST (MULDEE STREET) AND SOUTH SIDES OF BUILDING. THE EXISITING STRUCTURE WAS CONSTRUCTED IN 1987 AND IS IN FAIR TO GOOD CONDITION.

Property Condition Assessment
320 Muldee Street Warehouse Building
Durham, North Carolina

Structural System

The existing structure is a pre-engineered metal building manufactured by Kirby Building Systems and constructed in 1987. Although the building is estimated to be over 25 years old, Kirby is still in business and should be able to assist with any modifications or repairs for the building exterior panels. The structural evaluation consisted of three main elements, the foundation, the main frames and the exterior metal skin. Windows and doors were also included with the exterior skin. A visual inspection was made of the entire building system as described below:

Foundation

The foundation appears to be a conventional concrete system consisting of column footings, a perimeter grade beam, and floor slab. The metal building columns are typically connected to the footings with a series of anchor bolts which for this building have been buried in the perimeter grade beam and are not accessible. The metal building wall panels are supported by a metal channel anchored to the perimeter grade beam which is exposed at roll-up doors. Since the main building frames are clear span, there are no interior columns with all of the building loads supported by the exterior grade beam/column footings.

The building floor appears to be an un-reinforced concrete slab with a number of cracks and a lack of sufficient control joints. The concrete floor shows extensive cracking at some of the roll-up doors suggesting this area has seen heavy loads which were not fully supported by the thin slab. Most of the floor cracks are not of structural significance and only result in an uneven floor surface.

Metal Building System

The building includes conventional primary tapered steel frames, end-wall framing, wall grits, roof purlins and metal panels for both siding and roofing. The overall condition of the structure is fair to good with the following items noted:

- The primary frames are in good condition and show no signs of any deterioration
- The wall grits are in good condition and fully functional
- The roof purlins are in good condition and are fully functional
- The exterior wall panels are in fair condition with several damaged and deteriorating sections noted
- The roof panels are in acceptable condition with no leaks present
- The windows and doors at the front office area are in good condition and appear to have been replaced
- The windows and doors in the warehouse are in fair condition
- Some of the gutters and downspouts are damaged and do not drain properly
- The roof panels need a new coating to extend life of system

The majority of the problems with the metal building are related to the rust forming on the wall panels at the point they are connected to the bottom channel. Except for the front wall, yard grade at the side and rear walls is covering the bottom of the panels which is causing extensive rust formation on the inside. Some mechanical damage is also present were the panels have been hit by vehicles or other activities.

Building Interior

The interior is divided into three (3) sections; a front office area consisting of wood/metal/sheetrock partitions, lay-and sheetrock ceilings, and tile/carpet floor coverings. The offices are generally in good condition and would only need new paint and some repairs to the ceiling tile. Tile floors need a thorough cleaning; all of the exiting carpet should be removed and replaced with new materials.

The front (main) warehouse area consists of exposed wall and roof insulation, a wood mezzanine, unfinished concrete floors. Other than a thorough cleaning, no major improvements are needed to make this section of the building usable.

NOTE: Refer to the mechanical and electrical sections of this report for other recommended improvements.

The rear section of the building is separated from the main warehouse by a full height sheetrock wall. This wall includes a large opening for access between the two areas and could be removed if needed. The rear area was apparently not insulated as part of the original construction and a sprayed-on insulating material has been applied to both the wall and roof panels. The sprayed-on material is in poor condition and is now coated with a layer of dust and dirt. This condition is not healthy for occupants and should be completely removed and replaced.

A small steel framed mezzanine area with a steel stair has been installed, is in good condition, and can remain if needed for storage. The office area under a portion of the mezzanine is in poor condition and should be completely removed. The existing locker/shower/toilet rooms are in fair condition and would need to be upgraded to continue to be used by building occupants.

Recommendations

- Install concrete filled pipe bollards to protect the wall panels at door openings
- Re-grade the areas immediately adjacent to the exterior walls to provide positive drainage away from the building
- Repair/replace damaged wall panels at roll-up doors
- Clean and service roll-up door mechanisms including motor operators
- Clean and repair gutters and downspouts
- Clean and paint exposed metal/exterior metal framing
- Clean and paint all personnel doors and frames
- Power wash warehouse concrete floors and seal cracks
- Replace wall panel base channel/repair vinyl-backed insulation
- Remove sprayed-on insulation and replace with rigid insulation and metal liner panels
- Apply roof coating
- Install properly constructed hand rail for Mezzanine Area.

TYPICAL DAMAGE TO EXTERIOR METAL PANELS AT ROLL-UP DOORS.

DAMAGE TO DOOR FRAME AND METAL PANELS.

RUST FORMATION AT BOTTOM OF METAL WALL PANELS.

TYPICAL DAMAGE AT EXTERIOR ROOF GUTTER AND DOWNSPOUT SYSTEM.

EXISTING YARD GRADE ALONG REAR WALL SHOWING DAMAGED WALL PANELS AND EVIDENCE OF STANDING WATER AT BOTTOM OF METAL SIDING.

VIEW OF MAIN BUILDING STEEL FRAME AT REAR OF WAREHOUSE. *NOTE SPRAYED ON INSULATING MATERIALS ON UNDERSIDE OF ROOF PANELS AND PURLINS.*

TYPICAL MAIN BUILDING FRAME AT FLOOR / FOUNDATION SUPPORT. ANCHOR BOLTS ARE CONCEALED IN CONCRETE FLOOR SLAB.

COLUMN BASE AT REAR WAREHOUSE SHOWING MINOR RUSTING TO STEEL UNDER SPRAYED ON INSULATION.

BOTTOM SUPPORT CHANNEL AT CONCRETE FLOOR SHOWING EXTENSIVE RUST FORMATION DUE TO INADEQUATE DRAINAGE AT EXTERIOR.

BROKEN CONCRETE FLOOR SLAB AT EXTERIOR ROLL UP DOORS.

VIEW OF WINDOWS AT FRONT WALL OF BUILDING (OFFICE AREA). WINDOWS AND WALL ARE IN VERY GOOD CONDITION.

VIEW OF EXISTING WINDOW FROM INTERIOR OFFICE, SHOWING NO EVIDENCE OF LEAKS. WINDOWS HAVE BEEN REPLACED AND ARE FULLY FUNCTIONAL.

EVIDENCE OF POSSIBLE MOLD GROWTH ON VAPOR BARRIER IN ATTIC AREA ABOVE FRONT OFFICES.

REAR WAREHOUSE AREA SHOWING ACCESS STAIR TO MEZZANINE AND LOCKER/TOILET ROOMS.

STEEL FRAMING FOR REAR MEZZANINE AND WOOD FLOOR.

Plumbing System

The building has a number of restrooms in both the office areas and the warehouse. The plumbing system consists of copper hot and cold water piping and PVC waste and vent piping. The building does not have a kitchen or break room but does have a small counter with cabinet and a bar sink near the front entry. An electric water cooler is also provided and is operational. Water service is via a meter at front property line connected with the City water main running along Muldee Street. The sewer service also runs out through the front parking area as marked by a cleanout near the front entry. Water and sewer service for the toilet/locker room at the rear wall could not be identified and may be connected to the City utilities running along the side street.

There are two (2) men's and two (2) women's toilets serving the front office area. Each toilet room includes a standard tank-type water closet and a lavatory sink. The toilet rooms hear the front lobby does not appear to be handicap accessible. The remaining facilities are not handicap accessible. The existing fixtures are generally not water saving type. The front office area also includes one-piece fiberglass shower stall and a two-compartment fiberglass service sink.

Hot water for the sinks and shower is provided via a 40 gallon electric water heater located in the upper mezzanine area. Water service for the building has been disconnected so the water flow and pressure could not be verified at the time of this field evaluation. The existing HW/CW piping is not insulated.

Toilet/locker room facilities for the warehouse are provided by a men's' and women's' toilet room adjacent to the front offices and both men's and women's' facilities at the rear wall. A single electric water cooler is also located in the front warehouse area. There are two (2) urinals and one (1) water closet associated with the men's' room and two (2) water closets provided for the women's restroom. The women's' room also includes a single stall fiberglass shower stall. A second gas-fired water heater is located in the mezzanine space above the toilet rooms and includes a drain pans as required by the Plumbing Code. A small single compartment fiberglass sink was also identified adjacent to the restroom wall under the mezzanine.

NOTE: These facilities are not handicap accessible

Compressed Air System

The building is equipped with a limited compressed air system which includes an outside air compressor, some interior CPVC air distribution piping, and one (1) hose reel. The air compressor appears to be operable; however, the air distribution piping is in need of repair before the system would be considered fully operational.

Plumbing System Evaluation

All of the existing toilet fixtures appear to be in good condition and do not need to be replaced except for the two fiberglass service sinks. The water closets, lavatories, showers and bar sink can be cleaned, the faucets can be restored with gasket kits, and the water heaters can be flushed out and re-started. The front water heater will need a drain pan and piping run to discharge outside.

The waste and vent system appears to be in satisfactory condition with no evidence of any drainage problems. There are a number of 'studa' vents associated with the toilet rooms that will need to be evaluated as air admittance valves are not permitted on flush type fixtures.

The existing water service appears to be adequate to serve the current number of fixtures but would need to be checked if proposed modifications include additional water demand. The existing water service does not appear to include a backflow device.

- Water closets – clean, replace flush valve, install stainless steel flex hose connections
- Lavatories – clean, replace faucet seals, traps and install stainless steel flex hose connections
- Showers – clean, replace faucet seals
- Service sinks – replace
- Electric water heater – clean and flush tank, install drain pan and expansion tank
- Gas water heater – clean and flush tank, service gas valve, install expansion tank
- Insulate all hot and cold water copper piping
- Install backflow device at water service
- Clean and service the existing air compressor unit
- Update the electric water coolers to be handicap accessible

Recommendations

The existing plumbing fixtures are in good condition and are expected to continue to function for up to 10-years of operation subject to the cleaning and maintenance as identified previously. Since the water service/water heaters were not operational, the useful life of these items is not expected to exceed 5-years. The air distribution piping for the compressed air system would need to be replaced and quick-connect fittings installed.

NOTE: Based on the future use of the building by the City, modifications will be needed to make a portion of the toilet facilities fully handicap accessible.

EXISTING 40 GALLON ELECTRIC WATER HEATER LOCATED ON MEZZANINE FOR FRONT OFFICE FACILITIES. **NOTE-LACK OF DRAIN PAN AT BASE.*

EXISTING FIBERGLASS SERVICE SINK LOCATED IN FRONT OF WAREHOUSE AREA.

FRONT OFFICE MEN'S AND WOMEN'S TOILET ROOMS. THESE FACILITIES ARE NOT FULLY HANDICAP ACCESSIBLE.

EXISTING SHOWER UNIT LOCATED IN FRONT OFFICE AREA.

EXISTING BREAKROOM COUNTER IN FRONT OFFICE AREA SHOWING SPACE FOR SMALL REFRIGERATOR, BAR SINK, AND ELECTRIC WATER COOLER.

EXISTING PLUMBING FIXTURES IN MEN'S TOILET AT REAR WAREHOUSE AREA.
*NOTE- WATER SUPPLY SHUT OFF VALVE.

EXISTING LAVATORY SINKS IN REAR WAREHOUSE MEN'S AND WOMEN'S TOILET ROOMS.

EXISTING GAS WATER HEATER AT REAR WAREHOUSE TOILET ROOMS SHOWING UN-INSULATED HOT AND COLD WATER PIPING.

EXISTING AIR COMPRESSOR IN EXTERIOR ENCLOSURE.

EXISTING COMPRESSED AIR SYSTEM INSIDE WAREHOUSE SHOWING HOSE REEL AT ROLL UP DOORS.

Property Condition Assessment
320 Muldee Street Warehouse Building
Durham, North Carolina

Heating, Ventilation, and Air Conditioning Equipment

The building has a variety of HVAC systems associated with office areas and the warehouse. These systems primarily include split system air conditioning, gas-fired unit heaters, and outdoor gas packs. A small gas-fired space heater and a window style air conditioner were also used to heat and cool an office/conference room in the warehouse area.

The front office area includes two outdoor gas pack units, supply and return ducts, grilles and digital thermostats. According to the nameplate data, the units were installed in 2008 and are in good condition. The thermostats are fully functional and the circulating fans were operable using the fan only mode. The air conditioning mode could not be verified as the interior room temperature was less than 50-deg; the heating mode could also not be verified as the gas service has been terminated.

The additional office area located in the warehouse area is also served via an exterior gas pack installed in 2008. Air distribution for this system is located in an attic/mezzanine space and appears to be well insulated. The thermostat was fully functional and the circulating fan was operable using the fan only mode. The air conditioning mode could not be verified as the interior room temperature was less that 50-deg; the heating mode could also not be verified as the gas service has been terminated.

The small office area located at the rear of the building is heated and cooled via a split system heat pump, limited air distribution and a digital thermostat. The thermostat was fully functional and the circulating fan was operable using the fan only mode. The air conditioning mode could not be verified as the interior room temperature was less that 50-deg; the heating mode could also not be verified.

The front and rear warehouse areas are served via (6) gas-fired Modine unit heaters. The units are supported from the roof structure and have individual heat-only thermostats. The heating operation could not be verified as the gas service has been terminated.

HVAC System Evaluation

All of the systems including the gas packs, unit heaters and split system A/C are expected to be fully functional; however, there are several issues that should be considered in continuing to use the existing equipment.

- There are no outside air/fresh air intakes for any of the systems which are now required by the IMC/NC Building Code.
- Air distribution systems are dirty and would need to be cleaned along with installation of new return air filters.
- Each unit should be serviced by a factory authorized technician.
- The warehouse areas do not have any ventilation fans or louvers to allow fresh air circulation.
- The gas-fired heaters should be checked for gas leaks and proper fan operation
- Install new thermostats for the gas-fired unit heaters

Recommendations

The three front office area units are in good condition and are expected to continue to function for up to 10-years of operation subject to the cleaning and maintenance as identified previously. These TRANE units have an outside air accessory damper/intake that should be installed to provide the required fresh air makeup to this space.

New exhaust fans in intake air louvers are needed to provide ventilation in the warehouse areas. At least three (3) fan/louver systems are needed with room thermostats for occupant use in these areas.

Depending on the need for office space at the rear of the building, the small split system is not expected to provide 5-years of useful operation and should be removed and, if needed, replaced with a more energy efficient heat pump system.

TYPICAL PAD-MOUNT GAS –PACKS (3) HEATING AND COOLING UNIT FOR OFFICE AREAS. *NOTE- EXTERIOR DUCTWORK FOR SUPPLY AND RETURN TO THE BUILDING INTERIOR.

GAS-FIRED UNIT HEATER INSTALLED IN FRONT WAREHOUSE CONFERENCE ROOM.

WINDOW STYLE AIR CONDITIONER INSTALLED IN FRONT WAREHOUSE CONFERENCE ROOM.

EXISTING GAS-FIRED UNIT HEATER IN REAR WAREHOUSE AREA.

EXISTING DISCONNECT SWITCH AND DAMAGED THERMOSTAT FOR UNIT HEATER CONTROLS.

EXISTING SPLIT SYSTEM HEAT PUMP UNIT FOR REAR WAREHOUSE OFFICES.

INDOOR AIR HANDLING UNIT FOR REAR WAREHOUSE OFFICES SHOWING FLEX DUCT AND EXPOSED WIRING, REFRIGERANT PIPING, AND CONDENSATE DRAIN.

EXISTING GAS-FIRED UNIT HEATERS LOCATED IN MAIN WAREHOUSE AREA. ALL

(4) UNITS APPEAR TO BE FULLY FUNCTIONAL.

Property Condition Assessment
Muldee Street Warehouse Building
Durham, North Carolina

Electrical Systems

The building is served by an underground feed from Duke Energy pole-mounted transformers out at Muldee Road. The existing power feed is a 120/208V, 3-phase, 4-wire service via (3) 25 KVA single phase transformers. The Duke Energy feed terminates at a Main Distribution Panel located in a closet in the front office area. The electrical system for this building consists of (3) branch circuit panels for power distribution and general lighting. From the existing panel directories, the previous occupants did not have any major equipment with significant electrical loads. The only equipment other than the HVAC units currently served by the electrical system is an air compressor. There is no fire alarm and no emergency lighting currently provided. The office area has a basic door security and intrusion detection monitoring system (TYCO) which is currently operable but not active. The office area also has a data/communications network which is also not active.

Electrical Distribution

This system includes an 800 amp main distribution panel, (3) branch circuit panels, the dedicated air compressor circuit and a dedicated circuit for a welding outlet located in the warehouse. The main panel does not have a main disconnect (Ok per the NEC six-disconnect rule). The main distribution panel and the two branch circuit panels in the front office area are made by Square D for which replacement parts and breakers are available. The third panel located in the rear warehouse area is a 'Bryant' item which is now handled by Cutler-Hammer for which replacement breakers are still available. The overall electrical distribution system including conduit and wire is in fair to good condition.

The electrical system installed with the original building construction appears to have been modified a number of times with several electrical code issues that would need to be addressed prior to building occupancy as listed below:

- Branch circuits need to be checked to verify that the correct wire sizes match the corresponding circuit breakers
- A considerable amount of Type 'NM' cable has been used in the office areas which may be acceptable but is not recommended for a commercial building and cannot be run exposed.
- With all of the previous wiring modifications, the loads on each circuit will need to be evaluated to verify that an overload condition does not exist.
- The wiring and over-current protection for each major piece of equipment will need to be verified. (roll-up door motors, air compressor, unit heaters, water heater, etc.)
- All circuits need to be properly identified in the panel schedules, abandoned circuits removed, and wiring terminations checked.
- The overall building wire color code is not properly marked and will need to be updated to be consistent with the NEC requirements.
- All wall switches and receptacles should be replaced. Ground fault receptacles will need to be installed were outlets are within (6) feet of sinks and other plumbing fixtures.
- The overall building electrical grounding needs to be evaluated, ground conductor installed were missing for individual circuits, and the grounding & bonding verified at the main distribution panel. This also includes separation of the neutral and ground conductors in all branch circuit panels.

Lighting Systems

The facility is provided with both interior and some exterior lighting. The interior lighting consists mainly of fluorescent fixtures which will need to be updated. Some of the toilet rooms have incandescent fixtures. The exterior lighting includes flood lights and some area lighting for the outside storage areas and the front parking lot. The pole-mounted fixtures appear to be owned by Duke Energy and are operated on a monthly rental.

The fixtures currently installed in the front office area are a combination of two-lamp and four-lamp surface-mount fluorescent type. Most of the fixtures are operational; however, several of the fixtures have discolored lens which do not provide adequate lighting. As a minimum, each fixture should be cleaned, repaired as needed, and re-lamped; however, replacement with new, energy efficient fixtures may be more economical. The overall lighting system does not comply with the current energy code regarding dual switching for certain rooms.

The warehouse areas generally have rows of 8-ft two-lamp strip fluorescent fixtures mounted directly to the roof purlins. A number of these fixtures are not operational and all fixtures would need to be repaired and re-lamped to provide adequate light levels for the warehouse. Depending on the use proposed for this part of the building, the City may want to consider replacing all fixtures in the warehouse with energy efficient T-5 fluorescent types. Current lighting control for the warehouse lights is via circuit breakers in various panelboards which are not well marked. While this is acceptable, the City may want to install contactors to better manage the lighting/energy use via wall switches or time clocks.

The lighting for the small office at the rear of the warehouse section is inadequate and must be replaced.

Several of the exposed fluorescent fixtures/lamps are subject to damage due to the low mounting height; the Building Code requires that these lamps be protected with wire guards or sleeves.

Other Systems

The building does not have a fire detection and alarm system; there are no smoke detectors in the building. The building also does not have a sprinkler system. Depending upon the proposed use, the City would need to add some level of fire alarm and detection to protect the occupants and/or building contents.

The building does not have emergency lighting or lighted exit signs which are required to illuminate exit paths from the building interior during an emergency power outage and exterior lighting which would provide illumination at the designated building exit doors. There are no exterior lights at any of the exterior doors. This would need to be installed before the building could be occupied.

An extensive network of cables and outlets have been installed by the previous occupants which would support a voice and data communications system. The condition of these items was not evaluated and would probably be removed in favor of new (updated) data/communications equipment. Some of the cable is run in conduit; most of the cables are run exposed.

Recommendations

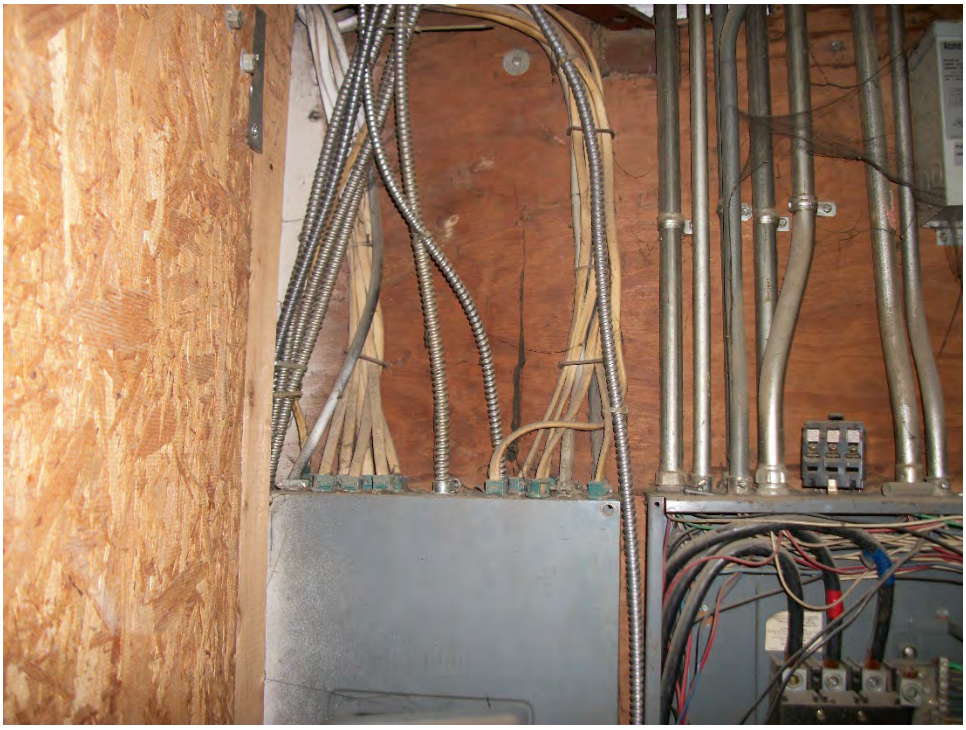
The existing electrical system is operational and the power was active in the building during the field evaluation. There are a number of issues that must be corrected before occupancy and a number of improvements the City should make as part of preparing the building ready for occupancy. The current electrical panels do not need to be replaced; however, the entire branch circuit wiring arrangement should be checked and repaired/replaced to meet the current National Electrical Code (NEC) requirements.

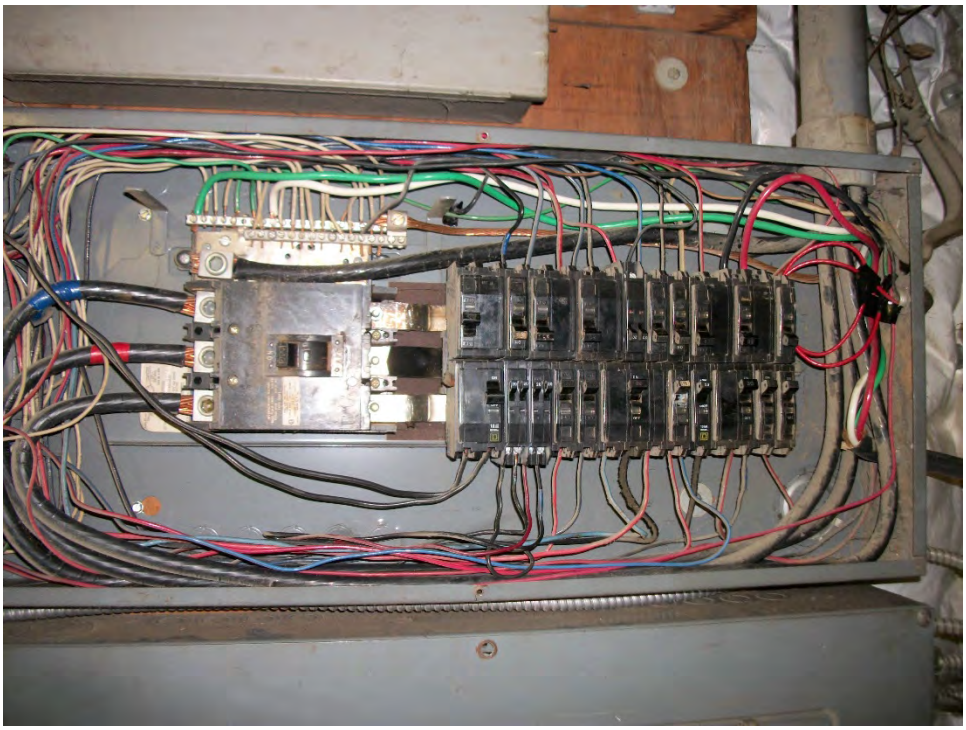
- Replace all wiring devices
- Update/repair/replace lighting fixtures
- Correct grounding issues
- Install fire alarm system
- Install emergency egress lighting

EXISTING DUKE-PROGRESS SERVICE TRANSFORMER ON POLE AT STREET, SERVICE RUNS UNDERGROUND TO BUILDING.

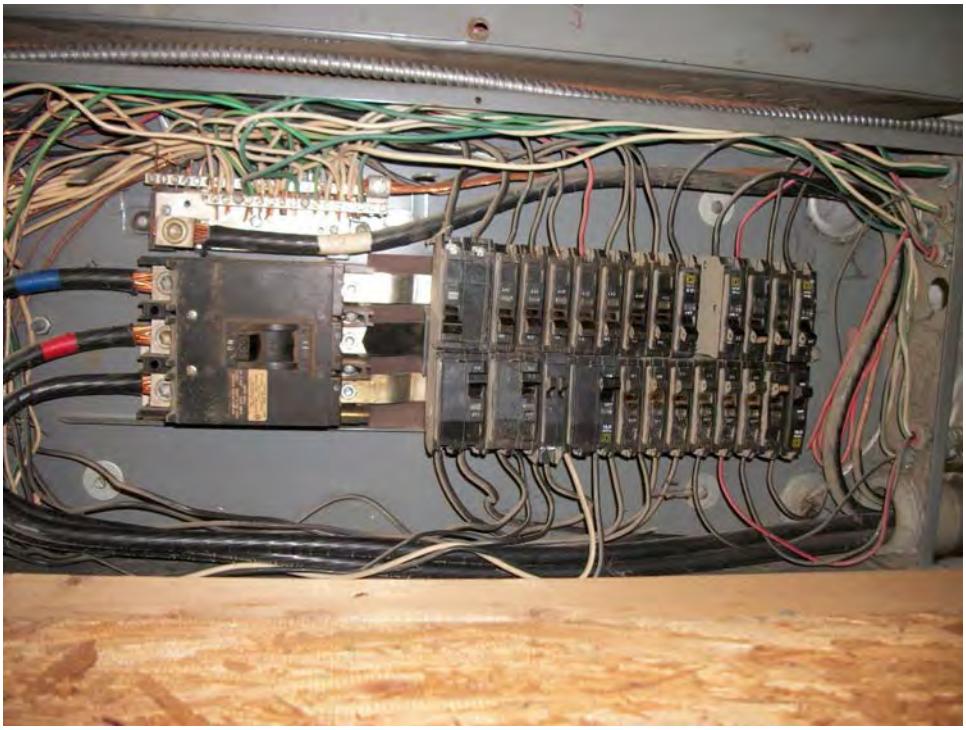
EXISTING 'CT' CABINET AND METER BASE FOR ELECTRICAL SERVICE TO BUILDING.

EXISTING MAIN SERVICE DISTRIBUTION PANEL WITH (6) BREAKERS (120/208V, 3P, 4W)



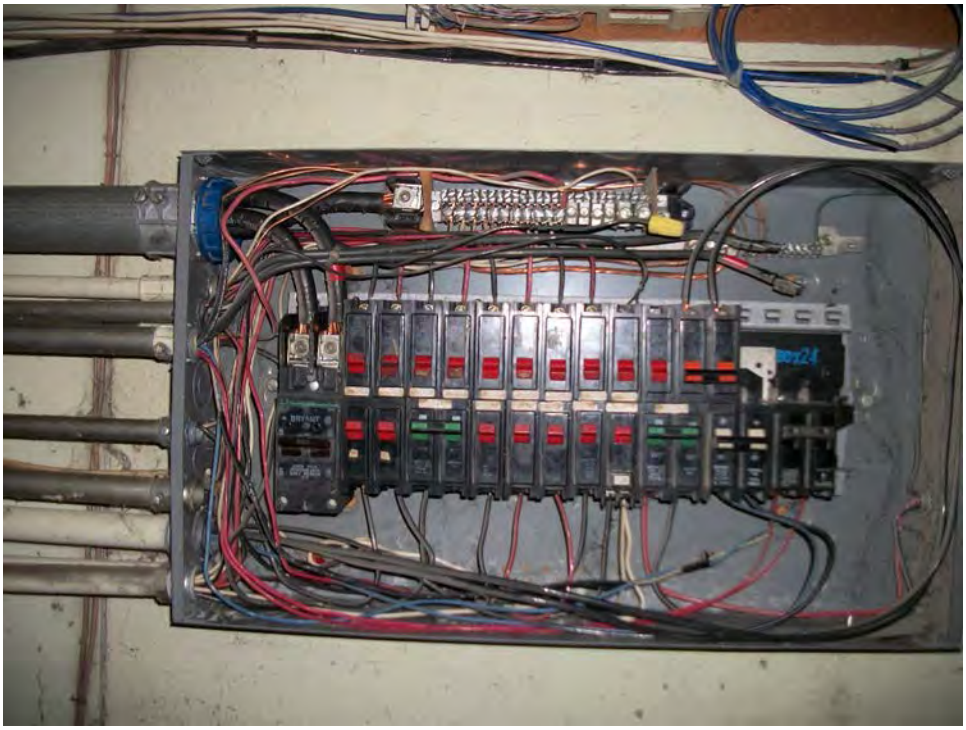


EXISTING ELECTRICAL DISTRIBUTION PANEL AT FRONT OFFICE AREA SHOWING A VARIETY OF WIRING METHODS INCLUDING TYPE “NM” CABLE, MC CABLE AND WIRE IN CONDUIT.

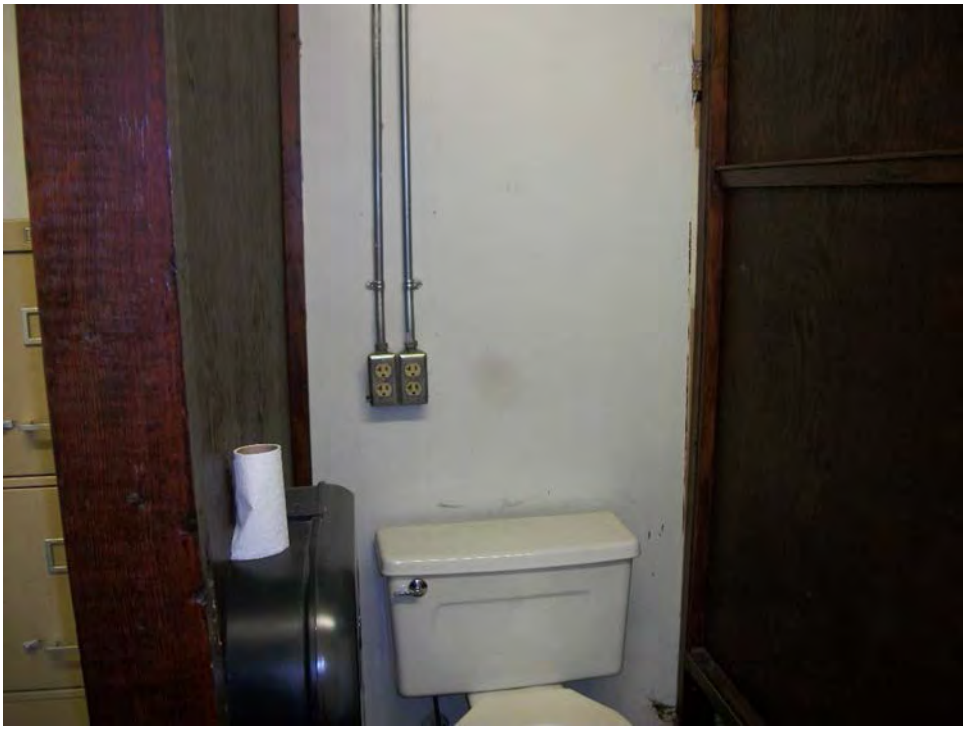


EXISTING THREE-PHASE PANEL AT FRONT OFFICE AREA SHOWING GROUND AND NEUTRAL WIRING TOGETHER ON SAME BAR. (MUST BE SEPARATED PER NEC).

EXISTING SINGLE PHASE PANEL AT REAR STORAGE AREA.



EXPOSED WIRING TO WALL RECEPTACLE IN WAREHOUSE AREA.



NON-GFCI TYPE RECEPTACLE LOCATED IN REAR WAREHOUSE TOILET ROOMS

DAMAGED DISCONNECT SWITCH FOR WELDING OUTLET IN REAR WAREHOUSE AREA.

TYPICAL SURFACE MOUNTED FLUORSCENT FIXTURES IN FRONT OFFICE AREA.

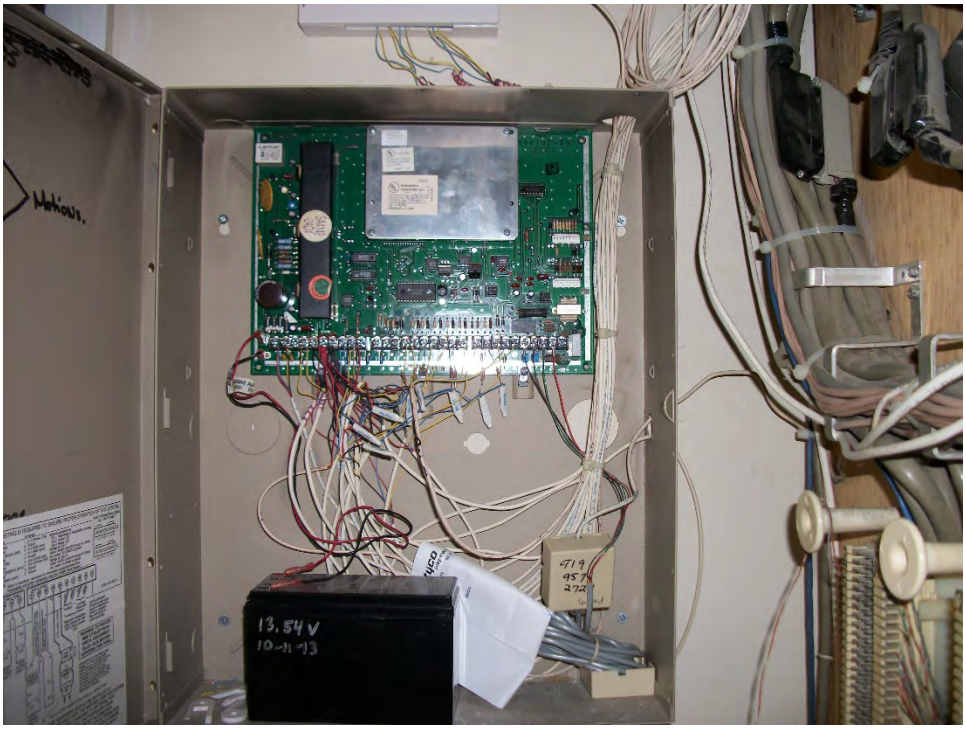
DAMAGED 4-LAMP FLUORESCENT FIXTURE IN FRONT OFFICE AREA.

DAMAGED LIGHT FIXTURES IN REAR WAREHOUSE OFFICES.

VIEW OF MAIN WAREHOUSE CEILING SHOWING VINYL-BACKED UNSULATION AND 8' STRIP FLUORESCENT LIGHT FIXTURES.

MAIN WAREHOUSE MEZZANINE SHOWING UNPROTECTED 8' STRIP FLOURESCENT FIXTURES.

EXISTING TELEPHONE BACKBOARD IN FRONT OFFICE AREA SHOWING ADEQUATE PHONE SERVICE.



EXISTING SECURITY (TYCO) PANEL IN TELEPHONE CLOSET, SYSTEM IS STILL FUNCTIONAL.

Terracon

December 23, 2014

KCI Associates of NC
4601 Six Forks Road / S220
Raleigh, North Carolina 27609

Attn: Mr. Jim Gellenthin, PLS

Re: Report of Geotechnical Services
Gravel Yard Evaluation
320 Muldee Street
Durham, North Carolina
Terracon Project No. 70145169

Dear Mr. Gellenthin,

Terracon Consultants, Inc. performed geotechnical engineering services related to the evaluation of the gravel yard associated with the property at 320 Muldee Street in Durham, North Carolina. The location is shown approximately on the attached Exhibit A-1. We understand the City of Durham is planning to acquire the existing building and gravel yard for use as a maintenance shop. KCI Associates of NC (KCI) was retained by the City of Durham to perform a condition assessment of the building and property. KCI then retained Terracon to evaluate the gravel yard on the north side of the building for future asphalt paving considerations.

On December 19, 2014, Mr. Barney Hale of Terracon visited the site to perform hand auger borings and dynamic cone penetrometer testing at four locations within the gravel yard. The test locations are shown approximately on the attached Exhibit A-2. In hand auger borings, a cylinder with curved cutting blades is twisted into the soil. Soil cuttings that collect inside the cylinder can be brought to the surface for further visual evaluation. In dynamic cone penetrometer (DCP) testing, a cone-tipped rod is driven into the soil by a 15-pound weight with a free-fall distance of 20 inches. The number of drops of the weight required to drive the rod a distance of 1.75 inches is recorded as the DCP value. The results of the hand auger borings and DCP testing are tabulated below.

Results of Hand Auger Borings / DCP Testing		
Boring	**Stratification**	**DCP Values**
B-1	10 in. Crushed Stone Dense Clayey Sand Subgrade	-10 in. 15+ -13 in. 15+ Hand Auger Refusal at 13 in.
B-2	13 in. Crushed Stone Stiff Clay Subgrade	-13 in. 15+ -18 in. 15+ -20 in. 15+ Hand Auger Refusal at 20 in.
B-3	16 in. Crushed Stone Stiff Clay Subgrade	-16 in 15+ -20 in 15+ Hand Auger Refusal at 20 in.
B-4	10 in. Crushed Stone Stiff Clay Subgrade	-10 in. 15+ -16 in. 15+ -22 in. 7-9-7 Hand Auger Refusal at 25 in.

The hand auger borings indicate that the crushed stone surface layer is 10 to 16 inches thick and overlies a stiff and relatively dry subgrade consisting of clay or clayey sand. DCP values of 15+ represent very little penetration of the DCP cone after 15 drops of the weight. Hand auger refusal was potentially due to stiff soil or rock fragments within the native soil matrix. The existing stone has vegetation growing on its surface in some areas of the yard.

The pavement area created by placing asphalt over the existing stone base will be used by light to medium duty service trucks. Heavier trucks, such as 18-wheel tractor-trailer combinations are not expected. For a mix of light to medium duty service trucks, we have assumed a 15-year design period and a total Equivalent 18 kip Single Axle Load (ESAL) of 16,000.

We recommend that an asphalt pavement section consist of 1.5 inches of asphalt surface wearing course (NCDOT S-9.5B) over 2.5 inches of asphalt binder course (NCDOT I-19.0B). The combined 4 inches of asphalt should be placed on a crushed stone base course with a nominal thickness of 5 inches. The combined thickness of the asphalt is recommended based on the consideration of the medium duty truck traffic that will be using the facility and to limit the potential for asphalt shoving or gouging due to the potential for relatively tight turning radiuses with the paved area. Asphalt should be placed in accordance with applicable sections of the NCDOT Standard Specifications for Roads and Bridges.

We recommend that the top of the existing stone be removed to strip existing vegetation and to allow vertical space for placement of the new asphalt. Grades should be shaped to continue

positive sheet flow of water away from the building after paving is completed. The stone should then be compacted in place with smooth drum vibratory roller. We recommend the asphalt be placed within two days of shaping and compacting the stone. If additional delay is planned, a prime coat should be applied to the stone prior to placing the asphalt

We appreciate the opportunity to continue working with you on this project. Please contact us if you have any questions concerning the information presented in this letter.

Sincerely,
Terracon Consultants, Inc.

Barney C. Hale, PE
Senior Geotechnical Engineer
Registered, NC 11285

Michael H. Frawley, P.E.
Project Geotechnical Engineer

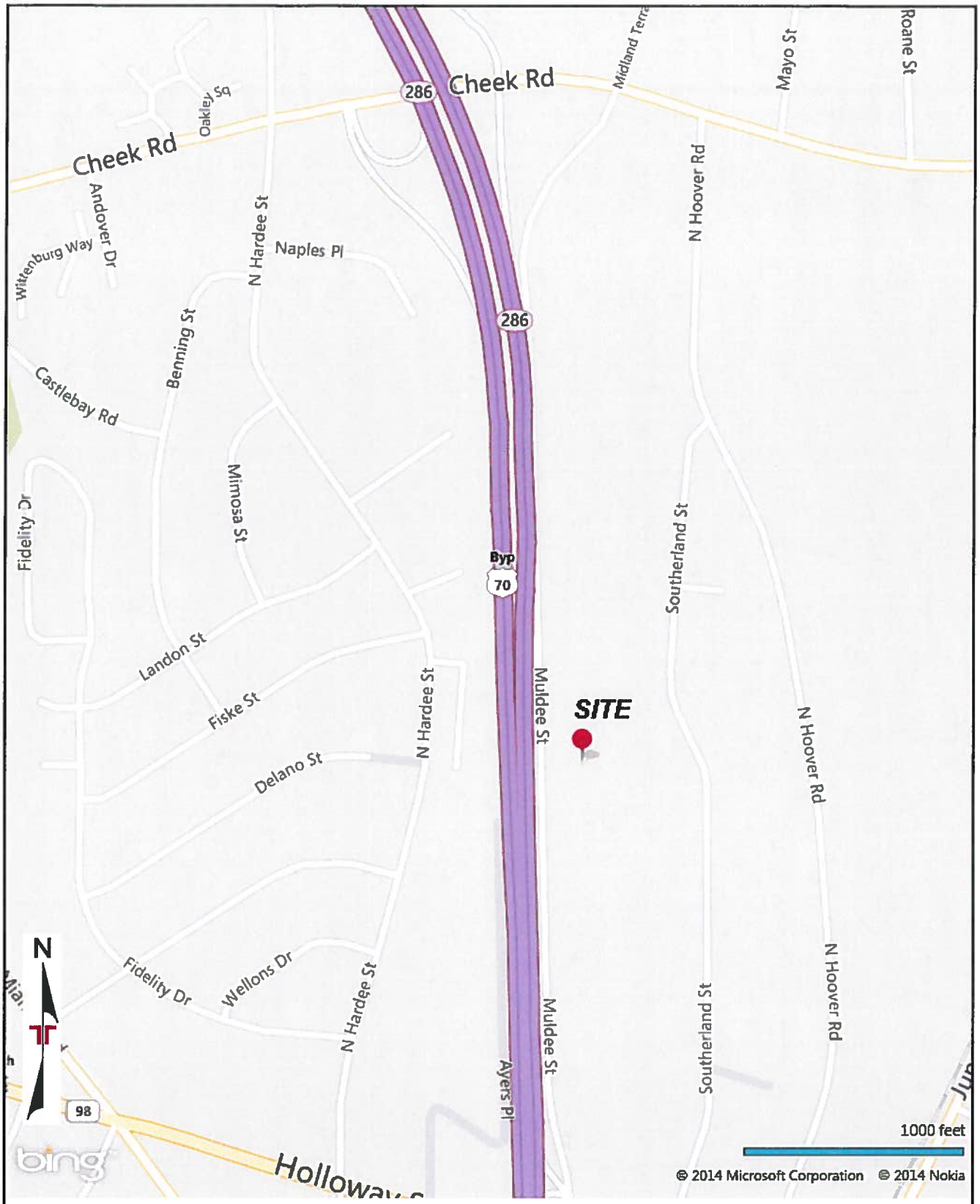


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: BCH	Project No. 70145169	Terracon 2401 Brentwood Rd. Suite 107 Raleigh, NC 27604	SITE VICINITY PLAN	Exhibit
Drawn by:	Scale: AS SHOWN		320 Muldee Street Durham, NC	A-1
Checked by:	File Name: ???			
Approved by:	Date: 12/14			

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: BCH	Project No. 70145169	Terracon 2401 Brentwood Rd. Suite 107 Raleigh, NC 27604	BORING LOCATION PLAN	Exhibit
Drawn by:	Scale: AS SHOWN		320 Muldee Street Durham, NC	A-2
Checked by:	File Name:			
Approved by:	Date: 12/14			

City of Durham – Sign and Signal Shop

Design Team Directory

DTW Architects & Planners, Ltd. – Prime Architect (HUB Certified / MBE / SDBE)
229 North Gregson Street (PO Box 3636, 27702)
Durham, NC 27701
919.317.4020 • Fax: 919.317.4023 • Email: info@dtwarch.com • Website: www.dtwarch.com
• J. Paul Young, AIA, Principal-in-Charge • Email: pyoung@dtwarch.com
• Robert L. Sotolongo, AIA, LEED AP, Project Architect • Email: rsotolongo@dtwarch.com
• Patricia E. Martin, Project Manager / CAD Manager • Email: pmartin@dtwarch.com

BREE & Associates, Inc. – Cost Estimating (HUB Certified / MBE / SDBE):
5315 Highgate Drive, Suite 203
Durham, NC 27713
919.806.2255 • Fax: 919.469.3370
• Eric Phoenix, Partner-in-Charge / Cost Estimating • Email: ericp@breeassociates.com
• Lynette Royster, Project Manager • Email: lynette.royster@breeassociates.com

Coulter Jewell Thames, P.A. – Landscape Architects & Civil Engineers:
111 West Main Street
Durham, NC 27701
919.682.0368 Fax: 919.688.5646
• Daniel A. Jewell, RLA, ASLA, Partner-in-Charge, Landscape Architect • Email: djewell@cjtpa.com
• Wendi L. Ramsden, RLA, Associate Landscape Architect • Email: wramsden@cjtpa.com
• Preston B. Royster, P.E., Civil Engineer • Email: proyster@cjtpa.com

Ross Linden Engineers, P.C. – Structural Engineers (SDBE/HUB Certified / WBE):
710 W. North Street
Raleigh, NC 27603
919.832.5680 • Fax: 919.832.5675
• Brian Ross, P.E., Principal, Structural Engineer • Email: brian@rosslinden.com

Edmondson Engineers, P.A. – P.M.E. Engineers:
700 Executive Park Drive
1920 Highway 54, Suite 700
Durham, NC 27713
919.544.1936 • Fax: 919.544.2540
• Dennis Hayes, P.E. – Senior Electrical Engineer, Partner-in-Charge, Project Manager
(Email: dennis.hayes@edmondsonengineers.com)
• Charles Crowl, P.E. – Senior Mechanical Engineer / Fire Protection Engineer, Partner-in-Charge
(Email: charles.crowl@edmondsonengineers.com)
• Herb Taylor – Senior Mechanical Designer • Email: herb.taylor@edmondsonengineers.com
• Darrin Hester, CPD – Plumbing Designer / Fire Protection Designer
(Email: darrin.hester@edmondsonengineers.com)
• Nelson Ragan – Electrical Designer • Email: nelson.ragan@edmondsonengineers.com

Exhibit J – Examples of Certificates

CERTIFICATE OF COMPLIANCE;

PROJECT:	
LOCATION:	
BUDGET CODE	ITEM:
SCO ID#:	
OWNER:	
TYPE OF CONTRACT	FINAL AMOUNT:
DATE OF FINAL ACCEPTANCE	
CONTRACTOR:	

I (we) certify that the work on the above-referenced project has been inspected in accordance with Chapter 133, Article 1, of the General Statutes, and that:

(1) The inspections of the construction, repairs or installations have been conducted with the degree of care and professional skill and judgment ordinarily exercised by a member of my (our) profession; and

(2) to the best of my (our) knowledge, and in my (our) professional opinion as an architect or engineer, the contractor has fulfilled the obligations of such plans, specifications and contract.

Signed this _____ day of _____

(SEAL)

_____
Designer

_____
Title

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public: _____ (SEAL)

My Commission Expires: _____

CERTIFICATE OF COMPLETION;

PROJECT _____
LOCATION _____
SCO ID NUMBER
BUDGET CODE _____ Item _____ Date _____
OWNER _____
DESIGNER _____
PRIME CONTRACTOR _____

I (we) certify that all work on the above referenced project has been completed according to the plans, specifications, addenda and approved change orders and that the project is ready for owner occupancy.

The final inspection was made on _____, 20__. The guarantee period begins on _____, 20.

The contractors report that final payments have been made to all material suppliers, employees and subcontractors, and copies of their lien waivers are attached.

Builder's risk insurance was cancelled as of _____, 20__, and a copy of the cancellation notice is attached hereto.

The total time for completion as allowed in the contract plus granted time extensions is _____ days. The actual time required for completion was _____ days, and the contractor(s) is/is not (are/are not) liable for liquidated damages. The contractor(s) has (have) been notified of any proposed assessments of liquidated damages. Copies of each notification and my (our) letter of recommendations as to the amount of liquidated damages are attached.

Copies of the following items are attached as indicated below:

Written guarantees:

_____

_____

_____

_____

Affidavits:

_____
_

_____
__

Consent of surety company to final payment: _____

Manuals of operation instructions:
_____
_____
_____
_____
_____
_____
_____

Final report _____

As-built drawings _____

Other required closing papers of the contractor:
_____
_____
_____
_____
_____
_____
_____

There are/are not (strike through inapplicable) unsettled disputes between the owner and contractor, owner and designer, or the designer and contractor at this time.

Signed this _____ day of _____ 20__.

(SEAL)

_____
Designer

Title

OUTDOOR LIGHTING CERTIFICATION

Outdoor Lighting Certification Example – Original Form available at City/County Planning

This document shall be verified by a professional who has measured the light level and fixture height. The outdoor lighting standards can be found in Section 7.4, Outdoor Lighting, in the Unified Development Ordinance.

Project Name: _____
Location/Address: _____
Site Plan Case Number: _____ Pin Number: _____

Type of Lighting	Light Level (in foot-candles)	
	Minimum at any Point	**Maximum at any Point**
Architectural Lighting, Landscape or Decorative Lighting, Walkways (except for those listed below)		
Canopy Area Lighting		
Multifamily Parking Lot		
Nonresidential and Multifamily Entrances		
Nonresidential Parking Lot		
Storage Area (security lighting)		
Vehicle Sales and Display		
Walkways, (between buildings or parking and entrances)		
Exterior Pedestrian Passages (Sec. 6.12.3E.1.e)		

Maximum illumination permitted at the edge of a property line. Where a development is unified with shared parking or other measures shown on the site plan, the maximum illumination levels shall apply only to the exterior lot lines of the project (any interior lot lines shall be exempt from this paragraph).

Maximum Illumination at Edge of Property Line	Light Level
Adjacent to a residential zone	
Adjacent to a nonresidential zone	
Adjacent to a street	

Seal

Maximum Fixture Height: _____

Certification by: _____ Date: _____

Accessibility Letter of Compliance

Chapter 11, NC State Building Code, 2012
ICC/ANSI A117.1-2009

January 1, 2012

The Durham City-County Inspections Department requires independent verification of all accessible **site** elements and requirements, per the above referenced codes, for all projects which include site plans, within the city and county of Durham, North Carolina.

Chapter 2, section 201 of the 2009 ICC/ANSI A117.1 Standard and Commentary also states that . . . "compliance with the ADA should be verified independently." This is important as the North Carolina Accessibility Code is NOT deemed compliant with the ADA standards.

To meet these requirements, each project must have an professional architect, surveyor, or engineer make an on site evaluation of the project when completed, and verify compliance with the approved plans and the above codes, or simply, the North Carolina Accessibility Codes, then provide a sealed letter to this department confirming such.

Any discrepancies noted during the professional's evaluation would need to be addressed to the contractor/owner/builder, and corrected, prior to a return visit by that professional to confirm corrections have been adequately made to achieve full compliance.

This on site evaluation should include, but not be limited too, slope and cross slope on accessible routes and accessible parking areas, ramps, travel distance, intermediate landings where appropriate, and access to required entrance(s) and other site elements.

A detailed analysis or description of the evaluation process is not necessary. A simple statement reflecting that the site evaluation has found the "as placed" or "as built" components to be in compliance with the applicable codes and the approved site plan. Please avoid terms such as "I think", "I believe" or "I feel". The evaluation should reveal to project to be in compliance or not.

Thank you for your assistance in this matter.
David Coward,
Chief Building Inspector

Exhibit K: "Negotiated Additional Services"

Stormwater treatment /management system-In the event that the storm water analysis shows that treatment or management of the stormwater runoff is required, this task item will entail additional surveying, design, permitting and record drawings/certification of this system.

6.01 Prepare additional drawings, calculations and support data for the site plan phase.
6.02 Prepare additional drawings, details and specifications necessary for CD's and regulatory permitting.
6.03 Provide additional Construction Observation phase services.
6.04 Provide Record Drawings and Certifications to Durham Public Works as required for a Certification of Occupancy.

Fire Sprinkler Tap Connection-In the event that it is determined that a fire sprinkler system is needed, perform due diligence , prepare plans and permit applications, perform additional Construction Observations, Certifications, and Record Drawings as required by the City of Durham. This task does not include improvements, additions or upgrades to the existing City water mains off site.

Underground Utility Location - Perform research, field work and mapping necessary to produce a boundary and existing conditions survey suitable for preparation of design drawings. This work will include above ground and underground utilities. This is not an ALTA standard survey nor does it constitute a recordable plat of dedications or easements.

The above negotiated Additional Services task will be performed and completed for the amounts as described below in accordance with Exhibit E, Architectural Fee Schedule & Hourly Rate.

Stormwater Treatment and Management System	$18,000.00
Fire Sprinkler Tap Connection	$5,000.00
Survey - Underground Utility Location	$5,000.00