



Council Member to Report	Partners & Collaborators
John Strickland	Convention and Visitors Bureau
	FirstHealth
	*Moore County, NC - Rotating
	Moore County Transportation Committee
	NCDOT/TARPO
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Partners in Progress
	Pinehurst Resort
Patrick Pizzella	*Moore County, NC - Rotating
	NCDOT/TARPO
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Partners in Progress
	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
Jane Hogeman	Beautification Committee
	Chamber of Commerce
	*Moore County, NC - Rotating
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Pinehurst Business Partners
	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
Lydia Boesch	Bicycle and Pedestrian Advisory Committee
	Convention and Visitors Bureau
	*Moore County, NC - Rotating
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
Jeff Morgan	FirstHealth
	*Moore County, NC - Rotating
	Moore County Schools
	*Neighborhood Advisory Committee - Rotating
	*North Carolina - Rotating
	Triangle J. COG



**VILLAGE COUNCIL
MINUTES FOR SPECIAL MEETING OF OCTOBER 26, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

The Pinehurst Village Council held a special meeting at 8:00 a.m., Wednesday, October 26, 2022, in the Assembly Hall, 395 Magnolia Road, Pinehurst, North Carolina. The meeting was video recorded for future reference.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Jane Hogeman, Councilmember
Ms. Lydia Boesch, Councilmember
Mr. Jeffrey Morgan, Councilmember
Mr. Jeffrey Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk

Also in attendance were approximately 33 attendees, including 4 staff and 1 press.

1. Call to Order.

Mayor John Strickland, called the Council special meeting to order.

2. Motion to Recess the Special Meeting and Enter into Public Hearing No. 1.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Hogeman, Council unanimously approved to recess the Special Meeting and enter Public Hearing No. 1 Amendments to the PDO – Section 2 Administrative Rules; Nonconformities, by a vote of 5-0.

3. Public Hearing – Amendments to the PDO – Section 2 Administrative Rules: Nonconformities

Darryn Burich, Planning and Inspections Director reported the public hearing was called to accept comments on proposed changes to Chapter 2 Administrative Rules; Nonconformities of the Pinehurst Development Ordinance (PDO). The targeted changes proposed were for subsection 2.3.2, rules governing Nonconforming uses. The proposed changes governing nonconforming uses were developed as part of comments received at previous public hearings and meetings regarding proposed PDO changes to implement regulations pertaining to short-term rentals, permit revocation before the Planning and Zoning Board and the Village Council.

Mr. Burich reported the proposed rules would renumber and recodify existing subsections while also adding new provisions relative to the creation and issuance of optional nonconforming use certificates and cessation of use for lawful nonconforming uses and were identified for Council by red font and underlined in an attached exhibit. The proposed rules to be adopted as part of Ordinance #22-15 would implement regulations pertaining to short-term rentals and permit revocation.

Councilmembers discussed the effective date of the proposed Nonconforming Use Certificate, proposed regulation, and enforcement, how this compared to court findings in the Wilmington Case. Community members commenting during the Public Hearing expressed concerns for and in opposition to the proposed requirement and arguments were made regarding property rights vs. quality of life. CCNC representatives noted their concern and expressed they would like to have noted their current system works well and thus hopes for consideration for their community and others like them to not be subject to the proposed changes.

4. Motion to Adjourn Public Hearing No. 1 and Re-enter the Special Meeting

Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the Public Hearing and re-enter the Special Meeting by a vote of 5-0.

5. Discuss and Consider Ordinance #22-15 Amending the Pinehurst Development Ordinance

Mayor John Strickland stated Council acknowledges this has been an issue around the Village for several years. He noted the Village Attorney has been actively involved in all discussions around short-term rentals and finding a solution to the issue. He stated the proposed Ordinance does not ban short-term rentals in the Village of Pinehurst, but prohibits the creation of new ones, except in the designated zones Council feels they are appropriate in.

Councilmember Morgan stated the ordinance is going the wrong direction and will ultimately hurt Pinehurst. Councilmember Hogeman stated she is strongly in support of the ordinance and feels the steps taken are lawful. Councilmember Boesch stated she is in opposition to the ordinance as no strong data has been given to support the action and in contrary, the Village's own Quality of Life Survey has shown the problem is extremely minimal. She noted her agreement with Councilmember Morgan in that the best solution is to address the specific behavior problems of a very minute group of Rental owners. Mayor Pro Tem Pizzella stated his support of the ordinance and wants to see the issue by CCNC's unique situation addressed soon.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Hogeman, Council voted to approve Ordinance #22-15, amending the Village of Pinehurst Development Ordinance to address short-term rentals, Homestays, and Permit Revocation, by a vote of 3-2, with Councilmember Morgan and Councilmember Boesch casting no votes.

6. Motion to Recess the Special Meeting and enter a Closed Session

Upon a motion by Councilmember Boesch, seconded by Councilmember Hogeman, Council unanimously approved to recess the Special Meeting and enter a Closed Session at 9:58 a.m., by a vote of 5-0.

7. Closed Session

Pursuant to NCGS §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee: or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

8. Motion to Adjourn the Closed Session and Re-Enter the Special Meeting

Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the Closed Session and re-enter the Special Meeting, by a vote of 5-0.

9. Motion to Adjourn

Upon a motion by Councilmember Hogeman, seconded by Councilmember Morgan, Council unanimously approved to adjourn the special meeting, by a vote of 5-0, at 10.33 a.m., by a vote of 5-0.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org

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**VILLAGE OF PINEHURST
VILLAGE COUNCIL
CLOSED SESSION-OCTOBER 26, 2022**

**ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA**

MINUTES

At a special meeting of the Pinehurst Village Council held at 10:10 A.M., Wednesday, October 26, 2022 in Assembly Hall of Village Hall, 395 Magnolia Road, Pinehurst, North Carolina, Councilmember Lydia Boesch moved to go into closed session pursuant to, NCGS §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee: or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. The motion was seconded by Councilmember Hogeman and carried unanimously, by a vote of 5-0.

The following people were present:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey Morgan, Councilmember
Ms. Angela Kantor, Human Resources Director

MAYOR STRICKLAND CALLED THE MEETING TO ORDER.

Mayor Strickland stated the purpose for the meeting is to review the process for Village Manager Jeff Sanborn's review. Ms. Kantor, Human Resources Director described the process and the timeline for Council to submit comments. She noted there will be a 2nd closed session to discuss comments and stated the performance evaluation is for the FY2022.

ADJOURNMENT.

Upon a motion by Councilmember Hogeman, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the closed session and re-enter the special meeting, by a vote of 5-0.

Respectfully Submitted,

Kelly Chance
Village Clerk



**VILLAGE OF PINEHURST
BUDGET AMENDMENTS APPROVED BY BUDGET OFFICER
FOR THE PERIOD DECEMBER 9, 2022 - JANUARY 3, 2023**

Under Village of Pinehurst Ordinance #22-05, the Village Council grants the Budget Officer, or Village Manager, the ability to transfer appropriations under specific conditions. These conditions allow transfers between departments (including contingency) of the same fund to increase an appropriation up to \$25,000 in a single budget amendment for the FY 2023 Budget. The Budget Officer may not transfer monies between funds at any time.

According to Section 159-15 of The Local Government Budget and Fiscal Control Act, "any such transfers shall be reported to the governing board at its next regular meeting and shall be entered in the minutes." Listed below are the amendments authorized by the Budget Officer for the period specified above.

Note: Since appropriations are made at the department level, line item adjustments within the same department may be made without limit and do not require a report since they do not actually amend the adopted budget ordinance.

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>APPROVED DATE</u>
1	10-00-970-9999	Contingency		\$ 19,000	12/19/2022
	10-00-970-7100	Capital Outlay: Land		\$ 1,000	
	10-00-970-7400	Capital Outlay: Equipment	\$ 20,000		
	10-80-610-7120	Capital Outlay: B&G Land Charges		\$ 1,000	
	10-00-220-7420	Capital Outlay: B&G Equipment Charges	\$ 20,000		
	10-80-610-5904	Recreation - B&G Charges		\$ 19,000	

HVAC unit cost for Village Hall exceeded budgeted funds. Council approved increased funding on December 8, 2022. This amendment moves the budgeted funds.



**VILLAGE COUNCIL
MINUTES FOR FY 2024 STRATEGIC PLANNING PRE-RETREAT
DECEMBER 2, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
8:30 AM – 5:00 PM**

The Pinehurst Village Council held the FY 2024 Strategic Planning Pre-Retreat on Friday, December 2, 2022, in the Assembly Hall of the Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

The following were in attendance at 395 Magnolia Road, Pinehurst:

Mr. John C. Strickland, Mayor
Mr. Jeff Morgan, Councilmember
Ms. Jane Hogeman, Councilmember
Ms. Lydia Boesch, Treasurer
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk
Mr. Jeffrey Batton, Assistant Village Manager
Mr. Doug Willardson, Assistant Village Manager
Mr. Matthew McKirahan, Organizational Performance Director
Ms. Angela Kantor, Director of Human Resources
Mr. Carlton Cole, Fire Chief
Mr. Mike Apke, Director of Public Services
Mr. Mark Wagner, Director of Parks and Recreation
Mr. Glen Webb, Police Chief
Ms. Brooke Hunter, Director of Financial Services
Mr. Jason Whitaker, Chief Information Officer
Mr. Darryn Burich, Planning and Inspections Director
Mr. Tom Campbell, Bicycle and Pedestrian Advisory Committee Chair

1. Fiscal Year (FY) 2024 Strategic Planning Pre-Retreat

Welcome, Introductions and Overview

Matthew McKirahan, Organizational Performance Director, welcomed everyone and outlined the agenda for the day. He explained the objective for the Pre-Retreat meeting was to review data, information, and Comprehensive Plan strategies. Council will also affirm strengths, opportunities, aspirations, results, and affirm Strategic Advantages and Challenges. Mr. McKirahan noted that Council will meet again on December 8th and 9th to hold the FY 2024 Strategic Planning Retreat.

Review Operating Environment and Context

Mr. Doug Willardson, Assistant Village Manager reviewed key national economic trends, community and societal trends, and generational changes in the workforce that could have an impact on the Village in the future. He noted the trends as inflation, workforce, supply chain disruption, mid-term elections, and events in National news, such as the Ukraine War, gun violence and abortion access.

Mr. McKirahan reviewed the Village Business survey results with Council and those present.

Review Data and Information for Goals

Mr. Willardson reviewed the strengths and opportunities for improvement identified by Senior Leaders for the Village's 9 goals currently set on the Corporate Balanced Score Card (BSC). He also reviewed the key performance indicators (KPI) for each of the 9 BSC goals.

Mr. McKirahan reported the goals for the Comp Plan Strategies are: Goal 1 - Safeguard the Community; Goal 2 – Promote High-Quality Development and Appearance; Goal 3 – Promote a Thriving Business Community; Goal 4 – Promote Transportation Mobility and Connectivity; Goal 5 – Preserve the Environment; Goal 6 – Promote Active Living and Cultural Opportunities; Goal 7 – Professionally Manage a High-Performing Organization; Goal 8 – Retain an Engaged Workplace; and Goal 9 – Maintain a Healthy Financial Condition

Affirm FY 24 SOAR (Strengths, Opportunities, Aspirations, and Results) Analysis

Mr. McKirahan led the group in reviewing the Strengths, Opportunities, Aspirations and Results (SOAR) for FY 2024, proposed by Senior Leaders. The group discussed those recommendations and made some additional recommendations to discuss further at the Strategic Planning Retreat, scheduled for December 8th and 9th.

Affirm Strategic Advantages & Challenges

Mr. Willardson reviewed the Key Strategic Advantages and Strategic Challenges, proposed by Senior Staff, for FY2024. Six (6) key strategic advantages were identified as: 1. Integrated and extensive use of technology; 2. Culture of continuous improvement; 3. Customer focused workforce; 4. Strong financial condition; 5. Integrated strategy planning processes; and 6. Robust Performance Management System.

Six (6) key strategic challenges were identified as: 1. Managing the quality of development; 2. Increasing traffic volume and congestion; 3. Managing growth in a way that protects the Village's character; 4. Limitations on development regulatory authority; 5. Cost escalation; and 6. Tightening labor market.

Wrap Up, Next Steps, and Evaluation

Mr. McKirahan reviewed the draft agenda for the Strategic Planning Retreat next week on December 8th and 9th.

2. Adjournment.

Council unanimously adjourned the Strategic Planning Pre-Retreat at 4:30 p.m.

Respectfully Submitted,

Kelly Chance
Village Clerk

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**VILLAGE COUNCIL
MINUTES FOR SPECIAL MEETING OF DECEMBER 8, 2022
STRATEGIC PLANNING RETREAT
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
8:30 AM**

The Pinehurst Village Council held a Special Meeting at 8:30 a.m., Thursday December 8, 2022, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Jeff Morgan, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk
Mr. Jeffrey Batton, Assistant Village Manager
Mr. Doug Willardson, Assistant Village Manager
Mr. Matthew McKirahan, Organizational Performance Director
Ms. Angela Kantor, Director of Human Resources
Mr. Carlton Cole, Fire Chief
Mr. Mike Apke, Director of Public Services
Mr. Mark Wagner, Director of Parks and Recreation
Mr. Glen Webb, Police Chief
Ms. Audrey Moriarty, Library Services & Archives Director
Mr. Jason Whitaker, Chief Information Officer
Mr. Darryn Burich, Planning and Inspections Director
Ms. Kristin Bunton, Communications Specialist
Mr. Tom Campbell, Bicycle and Pedestrian Advisory Committee Chair

1. Fiscal Year (FY) 2024 Strategic Planning Retreat

Welcome, Overview, and Pre-Retreat Meeting Recap

Matthew McKirahan, Organizational Performance Director, welcomed everyone, reviewed the strategic planning timeline, and outlined the agenda for the day.

Review and Affirm Mission, Vision, and Core Competencies

Mr. McKirahan reviewed the mission and vision and Council affirmed. Mr. McKirahan explained the three core competencies are currently continuous improvement, utilize volunteers, and leverage technology. Council came to a consensus to make the following changes to two of the core competencies to "focus on systemic approach to continuous improvement", and "engagement of volunteers".

Affirm or Amend actions (OFI's) to address Strategic Opportunities

Mr. McKirahan reviewed the different classifications for Opportunities for Improvement and Innovation (OFI). He noted the three classifications are Evaluations, Projects, and Initiative Action Plans (IAP). Council discussed and approved changing one of the strategic opportunities to "support the Village Center through diverse cultural activities". Council discussed and approved to retain all other current OFI's without change.

2. Adjournment.

Council unanimously adjourned Day 1 of the Strategic Planning Retreat at 5:00 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

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**VILLAGE COUNCIL
MINUTES FOR SPECIAL MEETING OF DECEMBER 9, 2022
STRATEGIC PLANNING RETREAT
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
8:30 AM**

The Pinehurst Village Council held a Special Meeting at 8:30 a.m., Friday December 9, 2022, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Jeff Morgan, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk
Mr. Jeffrey Batton, Assistant Village Manager
Mr. Doug Willardson, Assistant Village Manager
Mr. Matthew McKirahan, Organizational Performance Director
Ms. Angela Kantor, Director of Human Resources
Mr. Carlton Cole, Fire Chief
Mr. Mike Apke, Director of Public Services
Mr. Mark Wagner, Director of Parks and Recreation
Mr. Glen Webb, Police Chief
Ms. Audrey Moriarty, Library Services & Archives Director
Mr. Jason Whitaker, Chief Information Officer
Mr. Darryn Burich, Planning and Inspections Director
Ms. Kristin Bunton, Communications Specialist
Mr. Tom Campbell, Bicycle and Pedestrian Advisory Committee Chair

1. Fiscal Year (FY) 2024 Strategic Planning Retreat

Welcome and Overview

Matthew McKirahan, Organizational Performance Director, welcomed everyone, reviewed the strategic planning timeline, and outlined the agenda for the day.

Review Five-Year Financial Forecast and Fund Balance Policy and discuss Five-Year Major Capital Needs

Mr. McKirahan described the methodology for the five-year financial forecast as including five-year projections of revenues, operating expenditures, debt service, and capital expenditures. He noted it incorporates all revenue & costs associated with IAPs and OFIs and the revenues are forecast on a line-by-line basis. He stated the operating expenditures include salaries and benefits projections, as well as non-personnel expenditures and the capital expenditures are detailed in three replacement schedules – fleet, IT, and other capital.

Mr. McKirahan stated projections are updated and refined between February & March after the 12/31/22 financial statements are prepared. He noted the amounts presented to Council today are the five-year projections for FY2023-2027 that have been extended to FY2028. Some of the potential long term capital needs included in the five-year forecast are walkways/sidewalks, West Pinehurst Park initial development, streetscape improvements, road resurfacing/patching, stormwater improvements, library expansion, synthetic turf, and parking facility construction.

Mr. McKirahan stated some potential long term capital needs not included in the Five-Year forecast are Fire Station 93/Police Substation Construction, Fire Apparatus, Public Services relocation construction, purchasing of water tanks from Moore County, and West Pinehurst Park athletic fields and other amenities creation. He noted staff recommends a combination of funding options that would be dependent on more refined cost estimates and the timing of anticipated capital expenses.

Discuss Potential Workforce Needs

Mr. McKirahan reported some potential workforce needs may be Public Safety Services associated with the construction of new fire station; library staff following extension; Environmental services employees if we insource solid waste for Pinewild; and a Recreation Superintendent with an increase in athletics and programs.

Discuss Potential Changes to the FY2023 Balanced Scorecard Goals, Strategic Objectives, and Key Performance Indicators.

Mr. McKirahan recapped the Council approved amendments to the Balanced Scorecard, including new goal, strategic objective, and KPI language. The changes approved are as follows: 1. Amend the goal "Promote high quality development and appearance" to "Promote high-quality neighborhoods, development, and appearance"; 2. Amend the strategic objective "Manage development to protect Village character" to "Develop codes and ordinances to protect the character of Village neighborhoods"; 3. Amend the strategic objective "Enforce codes and ordinances" to "Enforce codes and ordinances to protect the character of Village neighborhoods"; and 4. Amend the KPI description "Property value saved, as a percentage of property value at risk in fires" to "Five-year rolling average of property value saved, as a percentage of property value at risk in fires."

Wrap Up, Next Steps & Evaluation

Mr. McKirahan stated the next steps moving forward is to adopt the FY2024 Village of Pinehurst Balanced Score Card in January. Staff will then develop the strategic operating plan between January and April. He noted staff will recommend the SOP and annual budget to Council in May for potential approval of both to occur in June 2023.

2. Adjournment.

Council unanimously adjourned Day 1 of the Strategic Planning Retreat at 4:30 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

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**VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF DECEMBER 13, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday December 13, 2022, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Jeff Morgan, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk

And approximately 17 attendees, including 7 staff and 1 press

1. Call to Order.

Mayor Strickland called the Village Council meeting to order.

2. Reports:

Village Manager

- Mr. Jeff Sanborn, Village Manager, reported he was pleased about how Village Staff and the Community worked together to get through the power outage and kept a positive spirit. He noted one of the shortcomings was that many folks in the community rely on Spectrum for their phone service and when the electricity is out, Spectrum is out, thus phone service was lost, as well as the Village's primary method of pushing information on the code red system. He noted information was pushed out through social media and other avenues as best as we were able.

Village Council

- Mayor Strickland reported the Village had completed the 2022 Celebration of Frederick Olmsted's 200th birthday and Donald Ross's 150th birthday. He noted several Councilmembers had the pleasure of attending a zoom meeting with the Mayor of Scotland and the General Manager of the Royal Golf Club. He noted the Village Tree Lighting was also a great event, with quite the large crowd present.
- Mayor Pro Tem Pizzella congratulated the Village Staff for their outstanding work during the power outage.
- Councilmember Hogeman reported she attended the Pinehurst Business Partner's Christmas event and expressed to them on behalf of the Village how important all their products and services are to making the village a vibrant place to visit and shop.
- Councilmember Morgan reported the Triangle J meeting was cancelled due to the power outage, as was the fundraiser for the horse track. He noted the fundraiser has been rescheduled for Sunday at six o'clock. He thanked the staff for the good job during the outage.

- Councilmember Boesch reported that in response to the many businesses losing income during the power outage, the area CVB is asking residents to please purchase gift cards or make in-store purchases at these shops, restaurants, and other area businesses.

3. **Motion to Approve Consent Agenda.**

All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held unless requested by a member of the Village Council.

A. Approval of Village Council Meeting Minutes

- November 15, 2022, Council Regular Meeting
- November 15, 2022, Council Work Session
- November 15, 2022, Council Closed Session

End of Consent Agenda.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Hogeman, Council unanimously approved the Consent agenda by a vote of 5-0.

4. **Presentation of the FY2022 Annual Comprehensive Financial Report (ACFR)**

Doug Willardson, Assistant Village Manager of Administration, and Mr. John Frank of Dixon Hughes Goodman, LLP, presented the Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2022. Mr. Willardson noted the financial statements were prepared in accordance with generally accepted accounting principles (GAAP) and audited in accordance with Government Auditing Standards by a firm of licensed certified public accountants.

5. **Discuss and Consider Resolution #22-25 Appointing Bruce Hironimus to the Planning & Zoning Board and Board of Adjustment.**

Darryn Burich, Planning and Inspections Director, presented a Resolution to Village Council, seeking the appointment of Mr. Bruce Hironimus to the Planning and Zoning Board and Board of Adjustment, to fill a vacancy on the boards. Mr. Hironimus's proposed term of service would be effective January 1, 2023 and expiring on December 31, 2024.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved Resolution #22-25, appointing Bruce Hironimus to the Planning and Zoning Board and Board of Adjustment for a term effective January 1, 2023 through December 31, 2024, by a vote of 5-0.

6. **Discuss and Consider Resolution #22-26 Appointing John Taylor as Chairman to the Pinehurst Historic Preservation Commission.**

Darryn Burich, Planning and Inspections Director, presented a Resolution of Village Council, requesting the appointment of Mr. John Taylor as Chairman to the Pinehurst HPC, to fill a vacancy on the board. Mr. John Taylor's appointment as the Chairman of the Historic Preservation Commission would be in effect December 13, 2022, and expiring January 31, 2024.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Boesch, Council unanimously approved Resolution #22-26, appointing John Taylor as Chairman to the Pinehurst Historic Preservation Commission for an effective date of December 13, 2022, through January 31, 2024, by a vote of 5-0.

7. **Contract Approval for HVAC Replacement**

Mark Wagner, Parks and Recreation Director, reported staff recently utilized a formal bid process for an HVAC replacement that serves the Assembly Hall. He stated advertisement for bids were ran in the local newspaper and the bid packet was provided to multiple vendors. He noted a bid opening was held on November 30, 2022, with only one company submitting a bid which was Simmons Heating, Cooling and Electrical. He stated their bid for the project was \$134,900, which requires Council approval of the contract due to the amount.

Mr. Wagner stated the FY2023 budget allocated \$120,000 for this project, so to proceed with the project, staff will need to submit a budget amendment in the amount of \$20,000 to cover the project costs. He reported the Capital Equipment line item is currently over budget from another HVAC project where pricing also came in above the budgeted amount, which is why the budget

amendment is \$5,100 higher to cover costs for both projects.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Morgan, Council unanimously approved to increase the budget amount and authorize the mayor or his designee to enter a contract with Simmons Heating, Cooling, and Electrical for the HVAC replacement in the Assembly Hall, by a vote of 5-0.

8. Discuss and Approve the Proposal from Oakley Collier Architects, PA for Design Services for the Given Memorial Library and Tufts Archives

Doug Willardson, Assistant Village Manager of Administration, presented Council with a proposal from Oakley Collier Architects, PA for design services for renovations to the Given Memorial Library and Tufts Archives. He stated Council previously agreed to move forward with Oakley Collier after reviewing all the finalist firms. He noted staff has been in discussion with Oakley Collier and recommends Council approve the proposal presented.

Mr. Willardson stated typically, design services fees are 10% of the total project cost. He noted the current budget for the project is \$4 million, but this is based on an estimate developed during the library needs assessment a few years back. He stated construction costs have increased significantly over the last couple of years due to supply chain issues associated with the pandemic and thus the current budget may not provide us with the final product we would like. He stated to address this, staff asked Oakley Collier for a flat price for programming and schematic design.

Mr. Willardson stated the professional fees for Phase 1 (programming and schematic design) are \$140,000.00 and includes \$5,000 for existing conditions documentation, \$20,000 for programming phase, and \$115,000 for the schematic design. He noted the fee includes reimbursable expenses such as prints, plots, copies, travel, etc. Mr. Willardson stated staff is asking Council for approval of the proposal and to grant the Village Manager the authority to execute the agreement on behalf of the Village. He noted staff anticipates the as-built documentation, programming, and Schematic design work to be completed within 12 weeks after contract approval.

Upon a motion by Councilmember Morgan, seconded by Councilmember Boesch, Council unanimously approved to authorize the mayor to enter into the term sheet agreement dated December 6, 2022, submitted by Oakley Collier Architects Professional Association, for design services for renovations to the Given Memorial Library and Tufts Archives, by a vote of 5-0.

9. Other Business

Mayor Pro Tem Pizzella asked staff to investigate the last time the village went through a property rate evaluation and determine what the change in percentage was as far as revenue and hard dollars received.

10. Comments from Attendees

- Teresa Johnes, Pinehurst resident, addressed Council about the Village's need for a form of verifiable official notification of ordinance violations.

11. Motion to Adjourn.

Upon a motion by Councilmember Boesch, seconded by Mayor Pro Tem Pizzella, Council unanimously approved to adjourn the regular meeting by a vote of 5-0 at 6:10 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

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**VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF DECEMBER 13, 2022
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM**

The Pinehurst Village Council held a Work Session Meeting at 6:15 p.m., Tuesday, December 13, 2022, in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina.

The following were in attendance in Assembly Hall:

Mr. John C. Strickland, Mayor
Mr. Patrick Pizzella, Mayor Pro Tem
Ms. Lydia Boesch, Councilmember
Mr. Jeff Morgan, Councilmember
Ms. Jane Hogeman, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Kelly Chance, Village Clerk

And approximately 8 attendees, including 5 staff and 1 press

1. Call to Order.

Mayor Strickland called the Village Council meeting to order.

2. Discuss and Approve Proposed 2023 Village Council Meeting Schedule.

Village Manager Jeff Sanborn stated at the end of each year the Village Council considers and approves the Council meeting schedule for the upcoming calendar year. He noted the proposed calendar presented retains the same 2nd and 4th Tuesday format as the current calendar year.

Upon a motion by Mayor Pro Tem Pizzella, seconded by Councilmember Morgan, Council unanimously approved the Calendar year 2023 Village Council Meeting schedule for the regular and work sessions, by a vote of 5-0.

3. Discuss and Approve 2023 Council Key Partners and Collaborators

Village Manager Jeff Sanborn stated each year Council also reviews and approves the Council assignments for Key Partners and Collaborators. He noted the proposed 2023 Report form retains the same assignments as the current calendar year. Council agreed no vote was needed as the assignments will stay the same.

4. Discuss McAdams Downtown Amenity Plan

Assistant Village Manager of Operations Jeff Batton presented Council with recommendations within the McAdams Downtown Amenity Plan for consideration, prioritizing, and pursuit.

Mr. Batton presented various projects for consideration including the proposed realignment into a four-way where Dogwood,

Chinquapin, and Cherokee currently meet. Councilmembers chose not to pursue this option. Council noted they would like to see the road resurfacing completed followed by the crosswalk painting prior to June 2024. The next project suggestion was to widen the sidewalks in Market Square. He noted this would eliminate on-street parallel parking there and add a sidewalk behind the Re-Max building side as well as widen the sidewalk and change the angled parking on the building side where the nail place is. Councilmembers expressed concern about the ability of trucks to make deliveries if the streets were narrowed.

Councilmembers reported they would entertain the idea of widening the sidewalk substantially more on one side of the road and allowing for more golf cart parking on the opposite side while still enlarging the sidewalk slightly on that side. Councilmember Morgan expressed he would still love to see the downtown to have more of a pedestrian experience like those framed in Europe, offering more safe access to restaurants and shopping. Mr. Batton noted lighting and plantings will help enhance the downtown area and Market Square has been on the list for updating for some time now. He stated staff will add more trash receptacles to help with overspill and change the planters to a uniform size and something less decorative. He noted more benches will be added and the lamp posts have all been painted within the last two months.

Councilmembers placed priority on the stormwater project – Chinquapin to Market Square and down Magnolia Rd. to begin first, with an evaluation of sidewalk expansion along west side of Chinquapin and conversion of parallel spaces to cart parking. They also asked staff to evaluate an all-way stop at Magnolia & Chinquapin. Additional directional parking signs and lighting where needed were listed as moderate priorities. Councilmembers directed staff to provide some additional ideas for landscaping renovation and streetscape for the downtown over the next couple of Council meetings.

5. Discuss speed limits on NCDOT roads within the Village of Pinehurst

Assistant Village Manager Jeff Batton presented Council with a list of various current speed limits on NCDOT roads within the Village of Pinehurst for determination if any should be presented to the NCDOT as a request for change or augmentation. He noted NCDOT roads within Pinehurst have speed limits ranging from 20 mph to 55 mph. Mr. Batton provided Council with a Speed Limit Map, Speed Zone Study, and NCDOT AADT Web Map for guidance in the discussion.

Roads discussed that have current speed limits of 35 mph were Page Rd., Morganton Rd. (Monticello to CCNC), Linden Rd. (Hwy 5 to St. Andrews), and Linden Rd. west of St. Andrews. Mr. Batton reported that based on density of development, of the four NCDOT road segments compared, any need to consider reduced speed limits appears to be most compelling for Morganton Rd. and least compelling for Page Rd. Council decided to not pursue speed limit changes at this time.

6. Adjournment.

The meeting was adjourned at 8:55 p.m.

Respectfully Submitted,

Kelly Chance,
Village Clerk

A videotape of this meeting is located on the Village website: www.vopnc.org

Vision: The Village of Pinehurst is a charming, vibrant community, which reflects our rich history and traditions.

Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.

Values: Service, Initiative, Teamwork, and Improvement



Village of Pinehurst

Proposed FY 2024-2028 Initiative Action Plans

Proposed FY 2024-2028 Initiative Action Plans (IAPs)								
MISSION: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.								
	Goal We intend to...	Strategic Objective How we will...	Initiative Action Plans	FY24	FY25	FY26	FY 27	FY 28
Customer	Safeguard the community	Deliver effective fire and rescue services	Design, build, staff, and equip Fire Station 93					X
		Deliver effective police services						
	Promote high-quality neighborhoods, development, & appearance	Develop codes and ordinances to protect the character of Village neighborhoods AOF	Relocation of the Public Services Complex to allow for redevelopment of Village Place. (6.5)	X	X			
			Update the Pinehurst Development Ordinance	X				
		Enforce codes and ordinances to protect the character of Village neighborhoods						
		Maintain and enhance the appearance of public spaces						
	Promote a thriving business community	Support the business community AOF	Expand Downtown Parking Facilities		X	X	X	X
	Promote transportation mobility & connectivity	Provide a safe and effective multi-modal transportation system AOF	Develop and Implement a Consolidated Multi-Modal Transportation Plan	X	X	X	X	X
		Maintain high quality streets						
	Preserve the environment	Manage stormwater systems						
		Provide effective and efficient solid waste collection services						
		Conserve natural resources						
	Promote active living & cultural opportunities	Provide recreation programs and facilities	Retrofit Current Athletic Fields with Synthetic Turf	X	X	X	X	
		Provide cultural services and events						
		Provide Library and Archive services	Expand and Renovate Given Library/Tufts Archives	X	X	X	X	X
Internal	Professionally manage a high-performing organization	Communicate with and engage the community						
		Provide a high level of customer service						
		Continuously improve and innovate						
		Maintain Village assets						
Workforce	Attract & retain an engaged workforce	Provide a supportive and rewarding work environment						
Financial	Maintain a healthy financial condition	Meet or exceed established financial targets						

Items in red are Areas of Focus (AOF) based on VOP performance levels relative to benchmarks and comparisons, strategic challenges, strategic opportunities, and community survey areas for improvement.



Village of Pinehurst

FY 2024 Balanced Scorecard

FY 2024 Balanced Scorecard								
MISSION: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.								
	Goal We intend to...	Strategic Objective How we will...	KPI #	KPI Description How do we know...	Actual FY 22	Est FY 23	ST Goal FY 24	LT Goal FY 28
Customer	Safeguard the community	Deliver effective fire and rescue services	1.1	% of residents satisfied with fire services	100%	99%	95%	95%
			1.2	% of residents satisfied with how quickly fire personnel respond to emergencies	99%	99%	95%	95%
			1.3	Five-year rolling average of property value saved, as a percentage of property value at risk in fires	99%	99%	>85%	>85%
		Deliver effective police services	1.4	% of residents whose overall feeling of safety in the Village is good or excellent	96%	95%	95%	95%
			1.5	% of residents satisfied with police services	98%	95%	95%	95%
			1.6	Crime rate per 1,000 residents	32	39	<40	<40
	Promote high-quality neighborhoods, development, and appearance	Develop codes and ordinances to protect the character of Village neighborhoods AOF	2.1	% of residents satisfied with the quality of new residential development	79%	80%	80%	85%
			2.2	% of residents satisfied with the quality of new commercial development	81%	80%	80%	85%
			2.3	% of residents satisfied with Village efforts to maintain the quality of your neighborhoods	85%	90%	90%	90%
		Enforce codes and ordinances to protect the character of Village neighborhoods	2.4	% of residents satisfied with the enforcement of Village codes and ordinances	85%	85%	85%	85%
		Maintain and enhance the appearance of public spaces	2.5	% of residents who rate the overall appearance of public spaces across the Village as good or excellent	92%	94%	93%	93%
	Promote a thriving business community	Support the business community AOF	3.1	% of businesses satisfied with the overall quality of Village services	90%	95%	95%	95%
			3.2	% of businesses likely to recommend the Village as a business location	89%	91%	90%	90%
	Promote transportation mobility and connectivity	Provide a safe and effective multi-modal transportation system AOF	4.1	% of residents satisfied with the availability of walkways in your neighborhood	69%	71%	70%	75%
			4.2	% of residents satisfied with the availability of greenway/walking trails across the Village	94%	94%	90%	90%
			4.3	# of collisions per 1,000 residents	38	35	40	40
		Maintain high quality streets	4.4	% of residents satisfied with the adequacy of street lighting	72%	72%	70%	70%
			4.5	% of residents satisfied with street and right of way maintenance	90%	87%	85%	85%
	Preserve the environment	Manage stormwater systems	5.1	% of residents satisfied with the quality of stormwater management	83%	82%	85%	85%
		Provide effective and efficient solid waste collection services	5.2	% of residents satisfied with solid waste services	97%	95%	95%	95%
		Conserve natural resources	5.3	% of residents satisfied with promotion of natural resource conservation	92%	90%	90%	90%
			5.4	% of refuse diverted from the landfill	22%	20%	20%	20%
	Promote active living and cultural opportunities	Provide recreation programs and facilities	6.1	% of residents satisfied with P&R programs	98%	98%	95%	95%
			6.2	% of residents satisfied with P&R facilities	98%	97%	95%	95%
		Provide cultural services and events	6.3	% of residents satisfied with Village sponsored cultural arts events	97%	93%	90%	90%
		Provide Library and Archive services	6.4	% of residents satisfied with Given Memorial Library services	95%	95%	95%	95%
			6.5	% of residents satisfied with the Tufts Archives	99%	95%	95%	95%



Village of Pinehurst

FY 2024 Balanced Scorecard

	Goal We intend to...	Strategic Objective How we will...	KPI #	KPI Description How do we know...	Actual FY 22	Est FY 23	ST Goal FY 24	LT Goal FY 28
Internal	Professionally manage a high-performing organization	Communicate with and engage the community	7.1	% of residents satisfied with Village communications	96%	95%	95%	95%
			7.2	% of residents satisfied with the level of public involvement in local decisions	87%	88%	85%	85%
		Provide a high level of customer service	7.3	% of residents satisfied with customer service provided by VOP staff	98%	98%	95%	95%
		Continuously improve and innovate	7.4	% of residents satisfied with the value received for taxes paid	95%	92%	90%	90%
		Maintain Village assets	7.5	% of depreciable life remaining on capital assets	44%	47%	40-60%	40-60%

	Goal We intend to...	Strategic Objective How we will...	KPI #	KPI Description How do we know...	Actual FY 22	Est FY 23	ST Goal FY 24	LT Goal FY 28
Workforce	Attract & retain an engaged workforce	Provide a supportive and rewarding work environment	8.1	% of employees who agree that overall they like their job	95%	98%	95%	95%
			8.2	% of volunteers who agree that overall they like their role	96%	99%	95%	95%

	Goal We intend to...	Strategic Objective How we will...	KPI #	KPI Description How do we know...	Actual FY 22	Est FY 23	ST Goal FY 24	LT Goal FY 28
Financial	Maintain a healthy financial condition	Meet or exceed established financial targets	9.1	Total General Fund fund balance as a % of actual expenditures*	73%	55%	>30%	>30%
			9.2	General Fund operating margin*	80%	88%	81%-91%	81%-91%
			9.3	General Fund debt service ratio*	0.05%	0.0%	<10%	<10%

*ST and LT goals are based on established financial policies.

Items in red are Areas of Focus (AOF) based on VOP performance levels relative to benchmarks and comparisons, strategic challenges, opportunities, and community survey areas for improvement.

TASK ORDER NO. FY23-1

This **TASK ORDER NO. FY23-1** is a supplement to the **MASTER SERVICES AGREEMENT** between The Village of Pinehurst, North Carolina, (the "Owner") and McGill Associates, P.A. (the "Engineer") dated August 16, 2007. The purpose of Task Order No. FY23-1 (the "Task Order") is to authorize the Engineer, (including subcontractors and/or subconsultants employed and duly authorized by the Engineer to act on the Engineer's behalf), to provide services generally described as:

On-Call Engineering Assistance

The project generally consists of engineering assistance on various projects on an as-needed basis as further described in Article 1 of this agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer shall provide all professional engineering services (the "Services") to the Owner on an "on-call" basis. Requests for services may be provided by the Village's Director of Public Services/Engineering, but final direction on services shall be provided by the Village Manager or Assistant Village Manager.

Specific tasks may include but are not limited to:

1. Engineering, bidding, and construction phase assistance with Village-funded street resurfacing and drainage projects.
2. Review of design plans, specifications, and calculations completed by other engineers for projects located within the Village's jurisdiction to confirm compliance with Village engineering standards.
3. Construction observation for projects located within the Village's Jurisdiction to confirm compliance with approved project plans and Village Standards.

4. Assistance with issues or problems that arise on construction projects occurring within the Village's jurisdiction as necessary.
5. Consultation with Village staff on other matters as necessary requiring engineering assistance.

ARTICLE 2. COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. FY23-1 on an hourly basis in accordance with the Standard Fee Schedule dated January 2022 (attached hereto as Exhibit A).

ARTICLE 3. MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

The term of this Task Order No. FY23-1 shall be from July 1, 2022 through June 30, 2023.

IN WITNESS WHEREOF, the parties execute below this Task Order No. FY23-1:

EXECUTED this 21 day of June, 2022

McGill Associates, P.A.

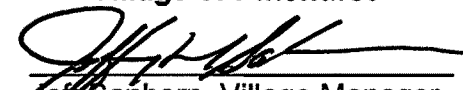


David Honeycutt, P.E.
Principal

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET

 **AND FISCAL CONTROL ACT**
DATE 6/16/22

Village of Pinehurst


Jeff Sanborn, Village Manager
Village of Pinehurst, North Carolina

STANDARD HOURLY RATE AND FEE SCHEDULE

January 2022

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$255			
Principal – Regional Manager – Director	\$210	\$220	\$235	\$245
Practice Area Lead	\$180	\$200	\$215	\$225
Senior Project Manager	\$190	\$210	\$215	\$220
Project Manager	\$165	\$180	\$185	\$190
Project Engineer	\$130	\$140	\$150	\$160
Engineering Associate	\$110	\$115	\$120	\$125
Planner- Consultant – Designer	\$110	\$125	\$145	\$160
Engineering Technician	\$100	\$115	\$125	\$135
CAD Operator – GIS Analyst	\$85	\$90	\$100	\$105
Construction Services Manager	\$140	\$155	\$165	\$180
Construction Administrator	\$105	\$120	\$130	\$135
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$115	\$130	\$145	\$155
Construction Field Representative	\$90	\$100	\$105	\$110
Environmental Specialist	\$90	\$100	\$105	\$110
Surveyor	\$95	\$110	\$120	\$125
Surveying Associate	\$75	\$80	\$85	\$90
Survey Technician	\$80	\$85	\$90	\$95
Survey Field Technician	\$70	\$75	\$80	\$85
Administrative Assistant	\$75	\$80	\$90	\$100

1. EXPENSES

- Mileage - \$0.65/mile
- Robotics/GPS Equipment - \$25/hr.
- Survey Drone - \$100/hr.
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY THE NCLM BOARD OF DIRECTORS

The following goal statements are grouped by subject area but NOT listed in any priority order.

- Expand federal and state resources for affordable housing.
 - Housing affordability is a growing problem across North Carolina, affecting cities and towns of all sizes and people across different income levels.
 - Increasingly, the lack of affordable housing acts as a major impediment to business and workforce recruitment.
 - Ongoing state and federal revenue streams to address housing affordability are extremely limited, with much of the burden for solutions left with cities and towns
- Revitalize vacant and abandoned properties with enhanced legal tools and funding.
 - Abandoned and vacant properties, often the subject of so-called tangled titles, can affect the ability of communities to revitalize areas and improve economic conditions.
 - The abandoned properties, with enhanced legal tools to help heirs clear up title issues and sell properties at market rates, could help address local housing needs.
 - Many towns do not have the funding to adequately address abandoned properties.
-
- Create an adequate and permanent funding stream for local infrastructure.
 - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
 - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
 - Creating more permanent funding streams for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.

- Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships.
 - Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.
 - Municipalities own existing infrastructure – including dark fiber, towers and electric poles – that could be utilized in innovative partnerships and assist in making broadband service more affordable.
 - Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.

 - Extend deadlines for completion of federal infrastructure projects.
 - Current deadlines for the allocation and expenditure of American Rescue Plan Act funding may make more complex infrastructure projects unrealistic.
 - High inflation and worker shortages are leading to higher project costs; extending ARPA and other funding deadlines will spread projects out and may help lower costs.
 - Cities and towns require flexible deadlines to get the best bang for their buck out of this funding.
-
- Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.
 - Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.
 - In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.
 - More investment is needed for these roads if existing residents are to embrace business and residential growth.

- Support integrated and multi-modal transportation solutions.
 - Today, cities and towns seek to make downtowns and other areas accessible to residents and visitors, whether traveling by foot, bike, car, mass transit and other means.
 - Making areas accessible in this manner requires integrated planning and funding with the state.
 - Only through recognizing the need for multi-modal transportation solutions can cities and towns maximize tourism and other economic opportunities, ensuring that local businesses thrive.
- Increase state funding for public transportation operations.
 - Road construction is not keeping pace with transportation needs in any many areas, and public transportation provides a means to reduce the burden of building roads.
 - Investment in public transportation can improve traffic safety, air quality and residents' accessibility to businesses and public services.
 - One of the biggest impediments to economic growth is traffic and commuting times, which can be alleviated through public transportation options.
- Expand incentives and funding for local economic development.
 - Funding is simply inadequate in many cities and towns to encourage job growth.
 - State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.
 - Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.

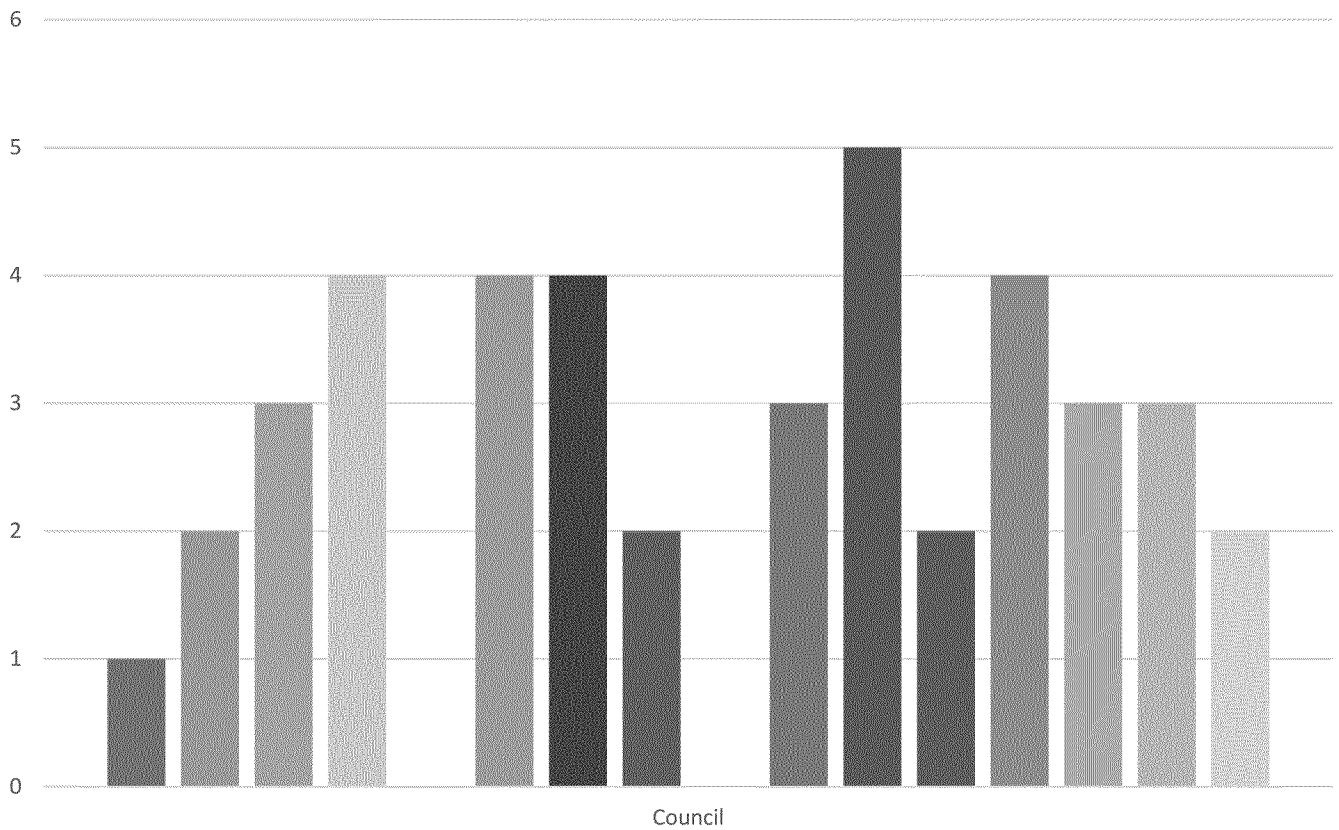
- Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.
 - A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.
 - These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
 - While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.

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- Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.
 - Municipalities across the state are facing law enforcement staffing shortages, in many cases severe shortages.
 - State training resources are limited, and the cost of local law enforcement agencies to send recruits and existing officers to NC Justice Academy locations can be prohibitive.
 - Grant writing assistance is one of several options that might provide better access to the large volume of federal law enforcement grant funding that is available.
- Provide state assistance for yearly financial audits, ensuring that an adequate number of auditors is available.
 - Several dozen local governments have been placed on the state Unit Assistance List due to late audits.
 - Often these audits are late due to staffing shortages, changes in financial personnel and a growing shortage of private auditors willing to perform this work.
 - Addressing this challenge would lessen negative portrayals of local government financial controls.

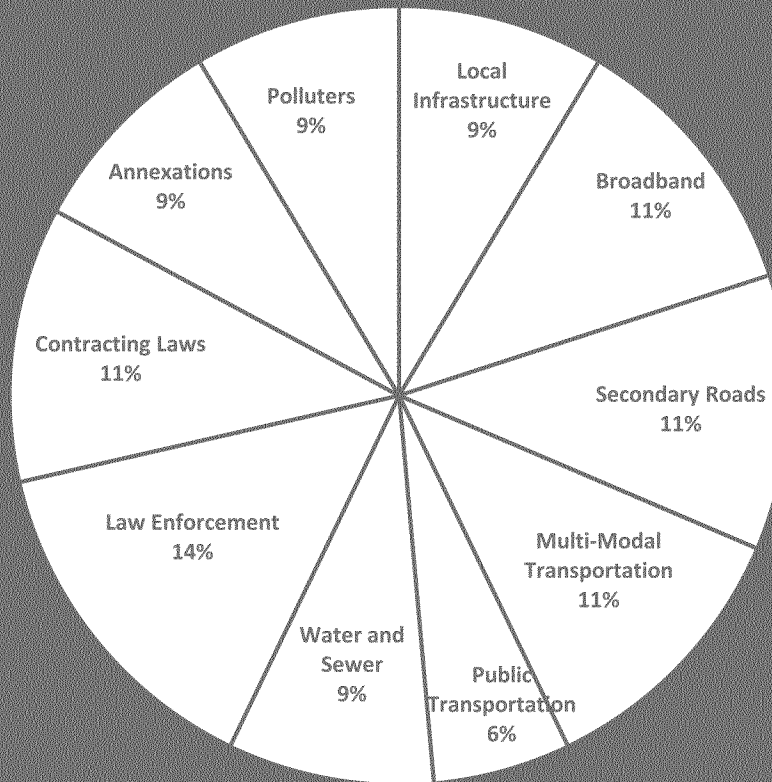
- Revise state contracting laws to better protect public entities from the effects of inflation.
 - Labor and materials costs have been rising at a rapid rate, leaving municipalities with few options when project bids and costs exceed expectations.
 - Additional flexibility regarding the contracting process could assist municipalities in protecting taxpayers from inflation and escalating costs.
 - Without contracting law flexibility, projects can be delayed and costs can further increase.
 - Update annexation petition thresholds to make voluntary annexations easier to initiate.
 - Voluntary annexation by petition currently requires 100 percent consent from all property owners, a threshold that can be impossible to meet even if a majority of property owners can benefit by utilizing their property for business or residential purposes.
 - Lowering the threshold from 100 percent represents a middle ground that would still reflect the will of property owners but not handicap communities' ability to economically thrive.
 - The ability of a city or town to grow and reflect its urban footprint is vital to its financial health; city services are relied on by residents whether they live in or near municipal boundaries.
 - Provide authority to municipal water systems to recoup costs of clean-up from polluters.
 - Local municipal water systems are increasingly being looked to for the clean-up of PFAS and other "forever" chemicals found in surface waters.
 - State regulators plan to set surface water standards for these chemicals and propose Maximum Contaminant Levels for PFAS chemicals in drinking water.
 - To date, cities' only recourse to try to recoup the cost for utility ratepayers is through the courts.
 - Provide local revenue options beyond property tax.
 - Roughly 40 percent of municipal general fund revenue is generated by local property taxes.
 - Cities have little to no authority to raise significant revenue in other ways.
 - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.
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2023-2024 Biennium Legislative Goals



- Expand Federal and State Resources for affordable housing
- Revitalize vacant and abandoned properties with enhanced legal tools and funding
- Create an adequate and permanent funding stream for local infrastructure
- Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships..
- Extend deadlines for completion of federal infrastructure projects.
- Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.
- Support integrated and multi-modal transportation solutions.
- Increase state funding for public transportation operations.
- Expand incentives and funding for local economic development.
- Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.
- Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.
- Provide state assistance for yearly financial audits, ensuring that an adequate number of auditors is available.
- Revise state contracting laws to better protect public entities from the effects of inflation.
- Update annexation petition thresholds to make voluntary annexations easier to initiate.
- Provide authority to municipal water systems to recoup costs of clean-up from polluters.
- Provide local revenue options beyond property tax.

2023-2024 BIENNIUM LEGISLATIVE GOALS



Top 9 Goals by Priority:

1. Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.
2. Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships.
3. Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.
4. Support integrated and multi-modal transportation solutions.
5. Revise state contracting laws to better protect public entities from the effects of inflation.
6. Create an adequate and permanent funding stream for local infrastructure.
7. Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.
8. Update annexation petition thresholds to make voluntary annexations easier to initiate.
9. Provide authority to municipal water systems to recoup costs of clean-up from polluters.



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:

Village of Pinehurst
395 Magnolia Drive
Pinehurst, NC 28374

and the Architect:

Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

for the following Project:

Pinehurst Library & Archives Expansion OCA Project # 22038

This project will be completed in phases. The first phase (Phase 1) shall be to confirm the existing conditions and spaces, programming and schematic design. Subsequent phases would be completion of building documents, bidding and contract administration. See attached proposal.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The current program is based on a Needs Assessment that was performed by Library IQ in 2019-2020 with final results presented in 2021. OCA shall review and reevaluate the space needs and functionality of the existing library to determine a growth plan and solution for the Owner.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

The current Library and Archives is located within the historic downtown area of Pinehurst in approximately 8,400 square feet.

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

To be determined.

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

Init.

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Traditional Design, Bid, Build with prequalification of bidders.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

TBD

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

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

Doug Willardson, Assistant Village Manager
Village of Pinehurst
395 Magnolia Drive
Pinehurst, NC 28374
Telephone Number: (910) 295-1900
Email Address: dwillardson@vopnc.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

N/A

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

.1 Geotechnical Engineer:

TBD

(Paragraphs deleted)

.2 Surveyor:

(Paragraphs deleted)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Tim Oakley, Principal Ann Collier, Principal Matt Oakley, Principal
Oakley Collier Architects, PA
109 Candlewood Road

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Rocky Mount, NC 27804

Telephone Number: (252) 937-2500

Email Address: toakley@oakleycollier.com , acollier@oakleycollier.com , mattoakley@oakleycollier.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Stewart Engineering
223 S West Street, Suite 1100
Raleigh, NC 27603
(919) 380-8750

.2 Mechanical Engineer:

Atlantec Engineering
3221 Blue Ridge Road # 113
Raleigh, NC 27612
(919) 571-1111

.3 Electrical Engineer:

Atlantec Engineering
3221 Blue Ridge Road # 113
Raleigh, NC 27612
(919) 571-1111

.4 Site/Civil Engineer:

The Wooten Company
120 N Boylan Avenue
Raleigh, NC 27603
(919) 828-0531

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

N/A

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an

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additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

§ 3.1.6 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 Phase 1

§ 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.

§ 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, the proposed procurement and 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the 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 include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 3.3 Design Development Phase Services Phase 2

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

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

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services Phase 2

§ 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

§ 3.5 Procurement Phase Services Phase 2

§ 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 Phase 2

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

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services Phase 2

§ 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™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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 Phase 2

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

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, 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 Phase 2

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the 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 Phase 2

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work Phase 2

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

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

§ 3.6.6 Project Completion Phase 2

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (Basic Services)
§ 4.1.1.2 Multiple preliminary designs	Architect (Basic Services)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect (Basic Services)
§ 4.1.1.5 Site evaluation and planning	Architect (Basic Services)
§ 4.1.1.6 Building Information Model management responsibilities	Architect (Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (Basic Services)
§ 4.1.1.9 Landscape design Phase 2	Architect (Basic Services)
§ 4.1.1.10 Architectural interior design Phase 2	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation Phase 2	Architect (Basic Services)
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants Phase 2	Architect (Basic Services)
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

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

See Exhibit A

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

See Exhibit B

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

§ 4.2 Architect's Additional Services

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within 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.

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.14 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.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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.

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

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

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

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

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

(Paragraphs deleted)

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 Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

- .1 Termination Fee:

Init.

N/A

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

Stipulated Sum

(Paragraphs deleted)
\$140,000.00

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

N/A

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

Hourly Bill Rates:

Principal:	\$325.00
Sr. Designer:	\$275.00
Project Manager:	\$225.00
Construction Administrator:	\$200.00
Senior BIM Tech:	\$175.00
Junior BIM Tech:	\$150.00
Administration:	\$120.00

§ 11.4 Compensation for Supplemental and 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
(Paragraphs deleted)
twenty percent (20 %), or as follows:

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

Existing Conditions Documentation	Four	percent (	4	%)
Programming Phase	Fourteen	percent (	14	%)
Schematic Design	Eighty two	percent (	82	%)
(Rows deleted)				
Total Basic Compensation	one hundred	percent (	100	%)
(Row deleted)				

(Row deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

Init.

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

Hourly Bill Rates:

Principal:	\$325.00
Sr. Designer:	\$275.00
Project Manager:	\$225.00
Construction Administrator:	\$200.00
Senior BIM Tech:	\$175.00
Junior BIM Tech:	\$150.00
Administration:	\$120.00

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraphs deleted)

- .6 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 twenty percent (20 %) of the expenses incurred.

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

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

1.5% % monthly

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Other documents:

AIA D401: Certification of Document's Authenticity

Certificate of Insurance

Exhibit A- Summary of Architect's Supplemental Services

(Paragraphs deleted)

Exhibit B- Summary of Owner's Supplemental Services

Proposal

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Timothy D Oakley

(ense number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:05:19 ET on 01/05/2023.

PAGE 1

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

Village of Pinehurst
395 Magnolia Drive
Pinehurst, NC 28374

...

and the Architect:

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

Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

...

~~(Name, location and detailed description)~~

Pinehurst Library & Archives Expansion OCA Project # 22038

This project will be completed in phases. The first phase (Phase 1) shall be to confirm the existing conditions and spaces, programming and schematic design. Subsequent phases would be completion of building documents, bidding and contract administration. See attached proposal.

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

...

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

The current program is based on a Needs Assessment that was performed by Library IQ in 2019-2020 with final results presented in 2021. OCA shall review and reevaluate the space needs and functionality of the existing library to determine a growth plan and solution for the Owner.

...

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

The current Library and Archives is located within the historic downtown area of Pinehurst in approximately 8,400 square feet.

...

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

To be determined.

...

TBD

...

TBD

PAGE 3

TBD

...

TBD

...

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Traditional Design, Bid, Build with prequalification of bidders.

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

...

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

Doug Willardson, Assistant Village Manger

Village of Pinehurst

395 Magnolia Drive

Pinehurst, NC 28374

Telephone Number: (910) 295-1900

Email Address: dwillardson@vopnc.org

...

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

N/A

...

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

...

TBD

.2 Civil Engineer:.2 Surveyor:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

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

Tim Oakley, Principal Ann Collier, Principal Matt Oakley, Principal

Oakley Collier Architects, PA

109 Candlewood Road

Rocky Mount, NC 27804

Telephone Number: (252) 937-2500

Email Address: toakley@oakleycollier.com , acollier@oakleycollier.com ,mattoakley@oakleycollier.com

PAGE 4

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

...

Stewart Engineering

223 S West Street, Suite 1100

Raleigh, NC 27603

(919) 380-8750

...

Atlantec Engineering

3221 Blue Ridge Road # 113

Raleigh, NC 27612

(919) 571-1111

...

Atlantec Engineering

3221 Blue Ridge Road # 113

Raleigh, NC 27612

(919) 571-1111

.4 Site/Civil Engineer:

The Wooten Company

N/A

N/A

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§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

PAGE 6

§ 3.2 Schematic Design Phase Services Phase 1

PAGE 7

§ 3.3 Design Development Phase Services Phase 2

§ 3.4 Construction Documents Phase Services Phase 2

PAGE 8

§ 3.5 Procurement Phase Services Phase 2

§ 3.5.2 Competitive Bidding Phase 2

§ 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 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 — organizing and participating in selection interviews with prospective contractors;~~

- 3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and
- 4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services Phase 2

§ 3.6.2 Evaluations of the Work Phase 2 PAGE 9

§ 3.6.3 Certificates for Payment to Contractor Phase 2

§ 3.6.4 Submittals Phase 2 PAGE 10

§ 3.6.5 Changes in the Work Phase 2

§ 3.6.6 Project Completion Phase 2 PAGE 11

§ 4.1.1.1	Programming	<u>Architect (Basic Services)</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect (Basic Services)</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect (Basic Services)</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect (Basic Services)</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect (Basic Services)</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect (Basic Services)</u>
§ 4.1.1.9	Landscape design <u>Phase 2</u>	<u>Architect (Basic Services)</u>
§ 4.1.1.10	Architectural interior design <u>Phase 2</u>	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation <u>Phase 2</u>	<u>Architect (Basic Services)</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>

§ 4.1.1.20 Architect's coordination of the Owner's consultants Phase 2	<u>Architect (Basic Services)</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.30 Other Supplemental Services	<u>Architect</u>

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

See Exhibit A

...

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

See Exhibit B

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 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.

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(Check the appropriate box.)

...

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

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

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

...

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

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N/A

...

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N/A

1 — Stipulated Sum

— (Insert amount)

2 — Percentage Basis

— (Insert percentage value)

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 — Other
 (Describe the method of compensation)
\$140,000.00

...

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

N/A

...

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

<u>Hourly Bill Rates:</u>	
Principal:	<u>\$325.00</u>
Sr. Designer:	<u>\$275.00</u>
Project Manager:	<u>\$225.00</u>
Construction Administrator:	<u>\$200.00</u>
Senior BIM Tech:	<u>\$175.00</u>
Junior BIM Tech:	<u>\$150.00</u>
Administration:	<u>\$120.00</u>

...

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

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

twenty percent (20 %), or as follows:

...

<u>Existing Conditions Documentation</u>	<u>Four</u>	percent (	<u>4</u>	%)
<u>Programming Phase</u>	<u>Fourteen</u>	percent (	<u>14</u>	%)
<u>Schematic Design Phase</u>	<u>Eighty two</u>	percent (	<u>82</u>	%)
<u>Design Development Phase</u>		percent (		%)
<u>Construction Documents Phase</u>		percent (		%)
<u>Procurement Phase</u>	<u>one hundred</u>	percent (	<u>100</u>	%)
<u>Total Basic Compensation</u>				
<u>Construction Phase</u>		percent (		%)
<u>Total Basic Compensation</u>	<u>one hundred</u>	percent (	<u>100</u>	%)

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

<u>Hourly Bill Rates:</u>	
Principal:	<u>\$325.00</u>
Sr. Designer:	<u>\$275.00</u>
Project Manager:	<u>\$225.00</u>
Construction Administrator:	<u>\$200.00</u>
Senior BIM Tech:	<u>\$175.00</u>
Junior BIM Tech:	<u>\$150.00</u>
Administration:	<u>\$120.00</u>

...

Employee or Category	Rate (\$0.00)
----------------------	---------------

- ...
- | | |
|----------------|--|
| .2 | Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; |
| .3 | Permitting and other fees Fees required by authorities having jurisdiction over the Project; |
| .4 | .3 Printing, reproductions, plots, and standard form documents; |
| .5 | .4 Postage, handling, and delivery; |
| .6 | Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; |
| .7 | .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; |
| .8 | If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; |
| .9 | All taxes levied on professional services and on reimbursable expenses; |
| .10 | Site office expenses; |
| .11 | Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, |
| .12 | .6 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 twenty percent (20 %) of the expenses incurred.

...

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

N/A

...

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

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

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

1.5% % monthly

...

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

N/A

- .2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~— (Insert the date of the E203-2013 incorporated into this agreement.)~~

- .3 ~~Exhibits: Other documents:~~

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

~~[] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: AIA D401: Certification of Document's Authenticity~~

~~(Insert the date of the E204-2017 incorporated into this agreement.) Certificate of Insurance
Exhibit A- Summary of Architect's Supplemental Services~~

~~[] — Other Exhibits incorporated into this Agreement:~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.) Exhibit B- Summary of Owner's Supplemental Services
Proposal~~

- .4 ~~Other documents:~~

~~(List other documents, if any, forming part of the Agreement.)~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, TIMOTHY D OAKLEY, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:05:19 ET on 01/05/2023 under Order No. 2114298453 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

01/05/2023

(Dated)

SUMMARY OF ARCHITECT'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Architect”.

4.1.1.1 - Programming: (Included in Basic Services)

Programming services shall include the following items:

- Meeting with owner and staff to determine functionality requirements for project;
- Preparation of a Space Planning Summary, to include all spaces required by Owner & User group, with anticipated square footages associated with each space. Space Planning Summary shall also assign a grossing factor (%) to the total net square footage to accommodate support services for the building. Support services include items such as toilets, circulation, wall thicknesses, mechanical / electrical rooms, etc.
- Project Budget development based on square footages determined by Space Planning Summary and anticipated site development costs. Project budget development shall also include estimated costs associated with project development and completion. Estimated costs include design fees, contingency, furniture & equipment, and other project associated soft costs.
- All provided programming information developed will be reviewed and approved by Owner prior to moving forward with the preliminary design concept.

4.1.1.2- Multiple Preliminary Designs: (Included in Basic Services)

The Architect shall provide preliminary design options as necessary to satisfy the Owner’s program. Multiple options may be required based on Owner’s feed back during Schematic Design phase.

4.1.1.4-Existing Facilities Surveys: (Included in Basic Services)

The Architect shall assess the condition of the existing building and the suitability of the building to be remodeled/expanded to meet future needs.

4.1.1.5- Site Evaluation and Planning: (Included in Basic Services)

The Architect shall provide evaluation of a 3.92-acre parcel for development of a 35.13-acre tract. This evaluation shall establish the limits of the building site as well as a future road adjacent to the building site.

4.1.1.6 – Building Information Modeling (BIM) Management Responsibilities: (Included in Basic Services)

The architect will utilize building information modeling (BIM) through REVIT software and shall be responsible for providing models to the consulting engineering firms, for their use in production of final construction plans.

4.1.1.8 – Civil Engineering: (Included in Basic Services)

Civil engineering shall include site design, stormwater design, site grading and drainage design, site utilities design and appropriate details required for each. Civil engineering does NOT include topographical surveys, geotechnical engineering or payment of state & local permits that may be required by regulatory agencies. See below for description of these supplemental services.

4.1.1.9- Landscape Design: (Included in Basic Services)

Landscape Design shall include the design of and specifications for landscaping on the project site to meet the requirements of local jurisdictions and zoning ordinances. The Landscape design shall be included in the bid documents.

4.1.1.10- Architectural Interior Design: (Not included in Basic Services) **Cost of Service: \$8,500.00**

Interior finish selection shall be prepared by the Architect. These selections will be limited to: Flooring, walls, ceilings, paint, millwork, hardware, exterior wall finishes, storefront and roofing.

4.1.1.13- On-Site Project Representation: (Included in Basic Services)

This service is provided by RD Guide 27 Attachment # 1, Article 3.6 Construction Phase Services, and as this project is of limited scope and complexity, this service is being provided on a regular basis in accordance with Article 3.6.2 of this Agreement. Also see Waiver letter dated 05/09/2022.

4.1.1.20- Architect's Coordination of the Owner's Consultants: (Included in Basic Services)

The Architect will coordinate with the Owner's Dental Equipment and Xray equipment supplier. The plans shall include mechanical, plumbing, and electrical as specified by the Owner's consultants.

4.1.1.29-Other Services provided by specialty consultants: Additional Compensation is noted for each additional service.

A. Geotechnical Investigation

Cost of Service: \$9,6.00

The Architect shall contract with geotechnical engineering firm to provide subsurface investigation and report of findings for the project.

B. Topographical Survey (Based on 3 Acres):

Cost of Service: \$14,500.00

AIA Document B101-2017: Exhibit B
Description of Supplemental Services

SUMMARY OF OWNER'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Owner”.

4.1.1.21 – Telecommunications/Data Design:

The Owner shall select and employ a telecommunications & data vendor for the design, purchase, and installation of IT-related items. The architect shall provide raceway and electrical outlet design for all IT-related items and coordination with Owner’s consultant as part of their basic services.

4.1.1.22 – Security Evaluation and Planning:

The Owner shall select and employ a security vendor for the design, purchase, and installation of all security-related items (ie, camera systems, security equipment, etc). The architect shall provide coordination with Owner’s security consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design:

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner’s furniture / equipment vendor as part of their basic services.

December 6, 2022



Doug Willardson, Assistant Village Manager
Village of Pinehurst
395 Magnolia Drive
Pinehurst, NC 28374

Re: Revised Proposal for Design Services
Given Memorial Library & Tufts Archives
Pinehurst, NC

Mr. Willardson,
Oakley Collier Architects, PA is excited about continuing to work with the Village of Pinehurst on the Given Memorial Library & Tufts Archives expansion project. We are pleased to submit this design fee proposal that outlines our project understanding, scope of work, and professional design fees for your review.

Project Understanding:

As we understand it, this is an important project for the Village of Pinehurst, as the work includes expansion for both the Given Memorial Library as well as the Tufts Archives, both of which are currently located in one facility with limited space. A Needs Assessment was performed by Library IQ in 2019-2020, with final results presented in early 2021. Because this work was initiated during the COVID pandemic, it will be essential to re-evaluate how the recommendations may have changed. Nonetheless, it is expected that expansion of the facility will be required to provide additional collections space, children's program space, public computers, study/work areas, and general meeting space(s) for use by the public & staff. The Design team shall meet with Library and Village staff to prepare an updated Program Space Summary, which shall be the basis for design of new/expanded facilities.

It is the desire of the owner to conduct the project in phases. The first Phase is confirming existing conditions and spaces, programming and schematic design. Subsequent phases would be completion of building documents, bidding and contract administration.

Scope of Work:

Our team will provide the following design services & deliverables for the project in Phase 1. All deliverables will be provided per Village of Pinehurst standards. We will not move forward into the next phase until the Village has had an opportunity to review and approve the work completed to date.

A. Design Phases & Deliverables:

Existing Conditions Documentation: The OCA team will use the Matterport Camera & software to confirm existing conditions and spaces, along with on-site walkthrough documentation by the team. This documentation will be conducted in conjunction with the programming process to provide a valid base file for conceptual sketching, architectural and engineering design & detailing.

Deliverables: Existing Floor Plan
Existing Spaces documentation/walkthrough

REVIT Base Model

B. Programming:

Programming phase includes review and updates to the Village of Pinehurst Library Needs Assessment (prepared by Library IQ) based on individual meetings with user groups and project stakeholders. Information sessions with public users may be included as part of this process as well. The Programming process will validate the current needs and goals for the project. We can typically accomplish this work with (3) user group/stakeholder meetings, including initial interviews, conceptual design reviews and confirmation of program summary. Meeting with the Owner's team to review programming deliverables is also included in this phase.

Deliverables: Comprehensive Program Summary (net/gross SF)
Conceptual Floor Plan
Conceptual Site Plan
Conceptual Project Budget, based on Program SF

C. Schematic Design

Schematic design phase will provide further development of the conceptual blocking diagram created in the Programming phase. Engineering rationales and design bases will be established. Design team will conduct regular meetings among themselves and with Owner's team in this phase to review and discuss design options & details (typically, these meetings are conducted bi-weekly, or as otherwise deemed necessary).

Deliverables: Schematic Site Plan, colored/rendered (hard copies and digital)
Schematic Floor Plan, colored/rendered (hard copies and digital)
Schematic Elevation Renderings (2), colored (hard copies and digital)
Schematic Design Set (hard copies and digital)
Updated Project Budget & Schedule (hard copies and digital)
Presentation to Village of Pinehurst Staff & Village Council, as deemed necessary

D. Separate services provided by the Owner (if required):

- Topographical surveys
- Hazardous Material Abatement
- Geotechnical & Subsurface Investigations
- Materials Testing & Special Inspections
- Commissioning
- Security Consultant
- Traffic Study

Proposed Project Budget:

We understand that the first phase of the project will be to develop the program, Schematic design and a budget to present to the Village of Pinehurst for approval. Once a budget has been established that is based on the work of Phase 1, OCA shall submit a proposal for the completion of the subsequent phases of the design, bidding and construction administration. The Project Budget includes all design fees

(including specialty consultants), Owner contingencies, Owner-provided services (separate), and other Owner-related costs.

Proposed Professional Fees:

The professional fees for Phase 1 shall be as follows and are broken down by phase:

A. Existing Conditions Documentation	\$5,000.00
B. Programming Phase	\$20,000.00
C. Schematic Design	<u>\$115,000.00</u>
	\$140,000.00

*Fee includes reimbursable expenses (prints, plots, copies, travel, etc.)

Consultants: Consulting Engineers proposed for this project:

Site/Civil Engineering:	Wooten, Raleigh, NC
Structural Engineering:	Stewart Engineering, Raleigh, NC
Mechanical Electrical & Plumbing Engineering:	Atlantec Engineers, PA, Raleigh, NC

Schedule:

Upon contract approval, we can prepare a standard AIA B101-2017 Standard Form of Agreement between Architect and Owner for execution, as well as schedule the as-built documentation & programming work. Based on our understanding of the project, we anticipate the as-built documentation, programming and Schematic design work to be completed within 12 weeks after contract approval.

Doug, we are excited about working with the Village of Pinehurst on the Given Memorial Library & Tufts Archives Expansion! We can assure you that we will put forth our best efforts for you and the Village of Pinehurst.

Please contact me if you have any questions or comments regarding this proposal. We look forward to hearing from you and beginning the design process.

Regards,



Matthew R. Oakley, Principal
Oakley Collier Architects, PA