



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, October 28, 2025 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS / PROCLAMATIONS

- a. Veterans Day**
- b. United States Marine Corps 250th Birthday**

III. CHANGES / ADOPTION OF THE AGENDA

IV. PRESENTATIONS

a. Lake Norman Community Development Corporation

Presenter: Kris Fountain, Chief Executive Officer at Lake Norman Community Development Corporation (CDC)

Summary: Driven by a vision to become the Lake Norman region's premier housing agency, Lake Norman CDC provides affordable and attainable housing opportunities for moderate income households by instilling hope and strengthening our communities through service-enriched programs. CEO, Kris Fountain, has over 30 years of experience delivering housing solutions, will present.

V. PUBLIC COMMENT - The Board shall provide at least one period for public comment per month at a regular meeting.

Prior to the start of the public comment period, persons wishing to address the Board of Commissioners will register on a sign-up sheet stationed by the meeting room door.

VI. CONSENT

Consent items are typically non-controversial and routine items. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to old business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion.

a. Consider Approval of Draft September Meeting Minutes

Summary: Draft Meeting Minutes from the September 9 and September 23 regular meetings.

b. Consider Approval of Resolution 2025-26 Voluntary Contiguous Annexation Petition for 18601 Shearer Road and 18633 Shearer Road - Set the Public Hearing Date

Summary: The property owner is requesting a voluntary contiguous annexation of 18601 Shearer Road, Parcel #00741503, and 18633 Shearer Road, Parcel #00741504. Requesting the Board to consider approval of Resolution 2025-26 to set the date of the public hearing of the proposed annexation for Tuesday, November 18, 2025, at 6:00 p.m

c. Consider Approval of Resolution 2025-27 Retiring Canine Agreement

Summary: Davidson Police canine Bajouk retired on September 29, 2025. The Board of Commissioners is asked to approve Resolution 2025-27 Retiring Canine Agreement between the Town of Davidson and Davidson Police Sergeant Joseph Squashic, Bajouk's handler.

d. Consider Approval of Budget Amendment 2026-07 Christmas in Davidson One-Time Investments

Summary: The Town's largest signature event, Christmas in Davidson, attracts over 25,000 people annually to the Town of Davidson. This event is an economic driver for our businesses, a fundraising opportunity for our non-profits, and a community gathering opportunity for our residents. The annual budget for Christmas in Davidson is funded through the occupancy tax and prepared food tax that Davidson receives. The operating budget funds safety items such as lights, barricades, traffic control and trolleys, as well as attractions for the event such as Santa, a music and light show, and a carousel to name a few. Some of the decorations for this event have been donated by legacy businesses and are no longer viable. This proposal is for one-time expenditures that would add to the ambiance of the event and some that would be visible for the entire holiday season. The public has commented that they would like more holiday decorations, including a better lit Christmas tree in the downtown area. This was discussed at the October 14, 2025, town board meeting.

e. Consider Approval of Fiscal Year 2026 Non-Profit Grant Recommendations

Summary: The Board of Commissioners has appropriated \$50,000 for non-profit grants as part of the annual budget process. Non-profits serving Davidson residents may apply for funding to support activities that meet a public purpose that the Town government does not directly provide, but could if facilities and staffing were available. Successful applicants must serve Davidson residents. Funding recommendations from the Livability Board align with the Town's Core Values and the Board of Commissioners' Strategic Plan. Anne Bontempo, Vice-Chair of the Livability Board, presented the recommendations at the October 14 Board of Commissioners Meeting.

f. Consider Approval of a Contract for the Fisher Farm to Narrow Passage Greenway Engineering

Summary: Dewberry was selected to provide engineering services for the Fisher

Farm to Narrow Passage Greenway. The total cost of the contract is \$326,785 which will be funded from G.O. Bond proceeds issued in 2023.

g. Consider Approval of Noise Ordinance Variance Request – Davidson Housing Coalition Block Party on November 6, 2025

Summary: Davidson Housing Coalition (DHC) has requested a noise ordinance variance for Thursday, November 6 from 5:00 p.m. to 7:00 p.m., for a block party adjacent to DHC's community room at 220 Sloan Street. Staff have reviewed and have no objections.

h. Consider Approval of Noise Ordinance Variance Request – Sigma Alpha Epsilon at Davidson College on November 12, 2025

Summary: Sigma Alpha Epsilon at Davidson College has requested a noise ordinance variance for Wednesday, November 11 from 9:00 p.m. to 12:00 a.m., for a chapter event at the fraternity house on campus. Staff have reviewed and have no objections.

VII. BUSINESS ITEMS

a. Review Community Navigator Demonstration Program

Presenter: Austin Nantz, Assistant Town Manager, Chereese Spand

Summary: Chereese Spand, from Legacy on the West Side, Inc. will discuss the experience and outcomes from the Community Navigator Demonstration Program. The objective of the Community Navigator project is to improve community awareness of the assistance and services available as well as access to those programs for town residents. As presented at the January 14, 2025 Board of Commissioners meeting, the vision was for the program to serve as a “matchmaker” pairing residents in need with existing services. Another important aspect of the program is the focus on establishing trust with the community– with Legacy on the Westside as a known and active entity – to make it easier for residents to seek out the help they need. The Community Navigator program, which was continued with a new grant agreement and funding for FY2026, does not replace or compete with other services or agencies, but instead focuses on making sure residents are aware of resources available in categories that include housing issues, food accessibility, health care, and more.

Action/Proposed Motion: This item is for discussion only.

b. Consider Approval of Phase 1 Items for Fire Station 1

Presenter: Pieter Swart, Finance Director

Summary: At the October 14th Board of Commissioners Meeting, Fire Chief Ryan Monteith and Finance Director Piet Swart presented the Phase 1 Design Services Contract for Fire Station 1 as well as an overview of the preferred construction delivery method of Construction Manager at Risk. The town has selected Stewart-Cooper-Newell Architects as the architect of record for the Fire Station 1 project. The Board of Commissioners would be approving the Phase 1 contract, which includes Programming and Schematic Design Development. Phase 2 of the design process includes construction documents and that contract will be brought back to

the Board of Commissioners for approval at a later date.

Action/Proposed Motion: Motion to approve the phase one design contract for Fire Station 1 with Stewart-Cooper-Newell Architects, P.A. as presented, budget amendment 2026-06, and Resolution 2025-28 designating Construction Management at Risk as the delivery method for the project.

c. Discuss Proposed Sustainable Municipal Building Policy

Presenter: Kayla Kovach, Sustainability Manager

Summary: The Town of Davidson is committed to operating its buildings responsibly and sustainably. The Town's Climate Action Plan calls for establishing a green building policy for all municipal construction and renovation, setting the standard for sustainable development within the community. The intent of the Sustainable Municipal Building Policy is to provide guidance for Town departments to design, construct, and renovate Town-owned buildings in a manner aligned with the goals in the Climate Action Plan and other adopted plans.

Action/Proposed Motion: This item is for discussion only. The Board of Commissioners will be asked to consider approval on the consent agenda at the November 18, 2025, town board meeting.

VIII. SUMMARIZE MEETING ACTION ITEMS

Town Manager will summarize items where the board has requested action items for the staff.

IX. CLOSED SESSION

a. NCGS §143-318.11. (a) (6) – Personnel

Summary: The Board of Commissioners will hold a closed session per NCGS §143-318.11 (a) (6) – Personnel.

X. ADJOURN



PROCLAMATION
Veterans Day - November 11, 2025

WHEREAS, The contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, Tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

WHEREAS, Hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and

WHEREAS, North Carolina is the most military and veteran-friendly state in the nation, with a large active military population and almost 800,000 veterans who call our state home; and

WHEREAS, Our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harm's way to defend the lives and liberty of others; and

WHEREAS, Their abiding patriotism and enduring devotion to the ideals on which the United States is founded can never fail to inspire us; and

WHEREAS, The theme for Veterans Day 2025 is "Service to Our Nation" to remind us that service is not confined to a single uniform, battle, or generation, and that the shared experience of service is what unites all veterans.

WHEREAS, The Town of Davidson seeks to continuously recognize the service and sacrifices made by our veterans and their family members; and

WHEREAS, the Davidson Veterans Monument "Flames of Honor", located prominently on Main Street in front of the Nancy MacCormac Post Office Plaza, is a tribute to those who have honorably served to defend our country and support our way of life; and

WHEREAS, The Town of Davidson invites all community members to attend the annual Veterans Day ceremony, held each year on November 11 at 11:00 a.m., followed by a dedication ceremony for the Davidson Veterans Monument

NOW, THEREFORE, I, Mayor Rusty Knox of the Town of Davidson, do hereby proclaim **November 11, 2025** as Veterans Day in the Town of Davidson and encourage all citizens to observe this day by acknowledging and honoring the contributions of our veterans.

Proclaimed this 28th day of October 2025.

Rusty Knox
Mayor



PROCLAMATION
250th Birthday of the United States Marine Corps
November 10, 2025

WHEREAS, the United States Marine Corps is our Nation's second most senior military service, and U.S. Marines have been defending our Nation, its people, and its freedoms continuously for a quarter of a millennium, since 10 November 1775; and

WHEREAS, the motto of the United States Marine Corps is Semper Fidelis, Always Faithful; and

WHEREAS, U.S. Marines have fought and fight for our Country on land, at sea, and in the air; and

WHEREAS, U.S. Marines provide security for American embassies, legations, and consulates at more than 140 posts around the world; and

WHEREAS, U.S. Marines have set the standard for honor, integrity, and courage in every clime and place from the Revolutionary War to Tripoli, from the Boxer Rebellion to the Banana Wars, from Belleau Wood to Tarawa, from Iwo Jima, about which Admiral Chester Nimitz famously said of Marines "uncommon valor was a common virtue" to the Chosin Reservoir, from Khe Sanh to Operation Desert Storm, from Fallujah to Afghanistan and other places too numerous to mention here; and

WHEREAS, many residents of the Town of Davidson are currently serving or have served honorably in the United States Marine Corps.

NOW, THEREFORE, I, Mayor Rusty Knox of the Town of Davidson, do hereby proclaim November 10, 2025, as US Marine Corps Day, and I wish all Town Marines and their families, Happy Birthday and Semper Fi.

Proclaimed this 28th day of October 2025.

Rusty Knox
Mayor



LAKE NORMAN CDC PRESENTATION TO THE TOWN OF DAVIDSON

LAKE NORMAN CDC PROVIDES AFFORDABLE HOUSING
OPPORTUNITIES FOR HUNTERSVILLE, DAVIDSON AND
CORNELIUS

LAKE NORMAN CDC OVERVIEW

CELEBRATING 3 YEARS OF SERVICE



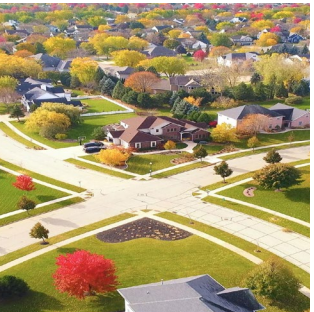
Affordability Programs

Lake Norman CDC develops programs to support renters, first-time buyers, and homeowners needing repairs.



Supporting Essential Workers

The CDC focuses on housing solutions for essential workers and the 'missing middle' income group.



Community Development Commitment

Celebrating three years, the CDC emphasizes strong community development across multiple towns.



ORIGIN AND EXPANSION OF LAKE NORMAN CDC



Founding Need

Lake Norman CDC was founded to address affordable housing needs for workers in Cornelius who struggled securing affordable housing.



Stakeholder Collaboration

A task force of stakeholders, leaders, and business owners recommended forming a nonprofit to tackle the housing crisis.



Rebranding and Expansion

The CDC rebranded from Cornelius CDC to Lake Norman CDC to serve Cornelius, Davidson, and Huntersville communities.

PROGRAM IMPACT AND COMMUNITY SERVICE

SUPPORTING ESSENTIAL WORKERS AND THE MISSING MIDDLE



Assistance to Essential Workers

Lake Norman CDC aids essential workers facing financial challenges with access to affordable housing solutions.



Programs for Housing Stability

Programs like Rental Bridge and first-time homebuyer support provide critical assistance to maintain housing stability.



Home Repair Services

Lake Norman CDC financially supports and expands the impact of mission-driven organizations that provide critical home repair services to ensure safe and secure living conditions for Huntersville, Davidson, Cornelius residents.

DAVIDSON-SPECIFIC PROGRAM OUTCOMES



Program Participation Highlights

23% of Lake Norman CDC's CHR funds last fiscal year was granted to Davidson homeowners.



Critical Home Repair Funding Partners

Habitat Charlotte Region, Rebuilding Together, She Built This City, Legacy of the Westside



Impactful Davidson Testimonials

Stories of a Davidson long-term homeowner and Davidson's first Rental Bridge Program recipient demonstrates tangible benefits from the Lake Norman CDC's affordable housing programs.

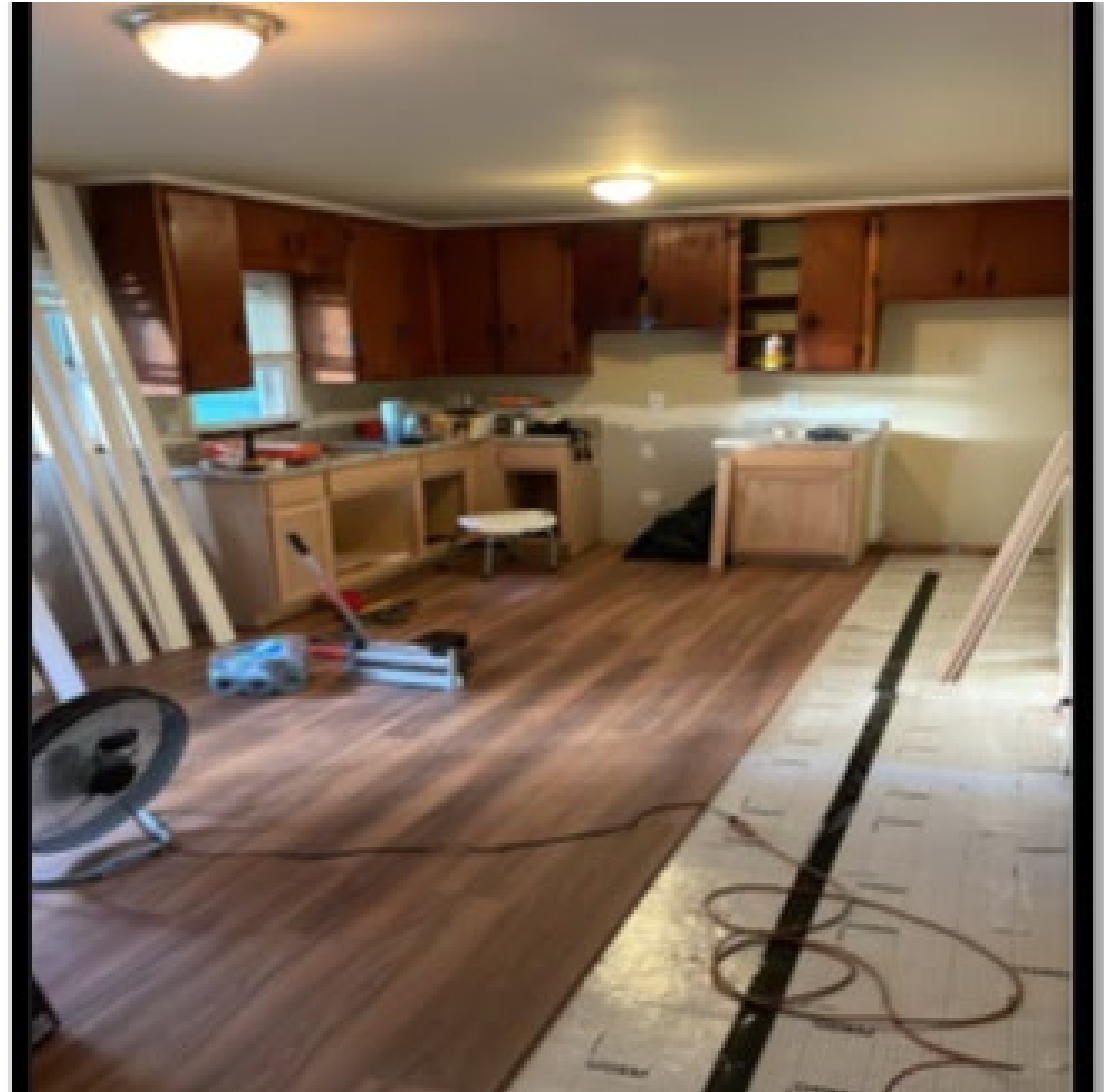


RETIRED VETERAN & DAVIDSON HOMEOWNER





RETIRED VETERAN DAVIDSON HOMEOWNER



CALL TO ACTION AND COMMUNITY PARTNERSHIP

REGIONAL HOUSING CHALLENGES



CHARLOTTE REGION HOUSING SHORTAGE AND COST TRENDS

Housing Shortage Scale

Charlotte faces a housing deficit of approximately **30,000 units**, creating significant supply challenges.

Decline in Affordable Housing

Affordable housing availability dropped from **48% in 1995** to a projected **8% by 2025**, impacting many families.

Rising Construction Costs

Rapid increases in construction costs hinder the development of new affordable housing projects.

Community Support Initiatives

Lake Norman CDC programs provide targeted aid to vulnerable populations, promoting safe and affordable housing access.



DAVIDSON'S RENTAL BRIDGE PROGRAM TESTIMONIAL

LAKE NORMAN CDC RENTAL BRIDGE PROGRAM RECIPIENT



September 9, 2025

**SECOND TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, September 9, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison-Brandon, Autumn Riersen Michael, and Ted Stauffer. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS**

Communications Director Jessica Eggimann announced the following:

The Town of Davidson is now accepting nominations for the 2025 G. Jackson Burney Community Service award through September 30. This special award honors both Jack Burney and those who improved the Davidson community through unselfish service over a lifetime. Nomination forms are available online [here](#) or by visiting the Davidson Town Hall and Community Center.

The Town of Davidson is now accepting applications for 2026 appointments to its Advisory Boards through Friday, October 3. Appointees begin service on their respective board(s) in January 2026. New members will serve a three-year term from January 2026 to December 2028, with the possibility of a second term. [Click here](#) to learn more and to apply online.

The Town of Davidson invites staff and community members to join the two-week Sustainability Showdown, starting this week through September 19. We'll be competing with Greensboro and Chapel Hill in partnership with EarthShare NC to see who can build the most sustainable habits and gain the title of 'Most Sustainable Community!'

This challenge is an effort meant to bring regional awareness to sustainability, friendly competition with other North Carolina communities, and educate community members on how to shift daily habits to more sustainable alternatives.

The annual Downtown Fall Arts Festival will take place this Saturday, September 13 from 4:00 p.m. - 8:00 p.m. with over 50 participating local artists setting up on the Town Green (119 S. Main Street) in Historic Downtown Davidson. In addition to the fine art, attendees will be able to purchase handmade gifts, food at local restaurants, and enjoy live music performed by Elton John

tribute band, Greggie and the Jets on the Town Green that evening.

The Town of Davidson is thrilled to announce the return of the all-day Ramble On Music Festival being held on Saturday, September 20. Performing artists from around the country and of course, our local talents as well, will perform on the vacant 2.5-acre lot in downtown Davidson at 405 S. Main Street (the old carwash) from noon until 10:00 p.m.

Mayor Knox read proclamations for **Constitution Week, National Preparedness Month, and Honoring Bernice Torrence Houston Celebrating 100 Years.**

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Commissioner Mattison-Brandon made a motion to adopt the agenda. The motion passed unanimously (5-0).

- **PRESENTATION**

Mecklenburg County Community Services Manager Shakirah Francis presented an update on the FY2026 HOMES and Davidson Tax Assistance Program. In FY2024, the Town Board approved the Davidson Tax Assistance Program (DTAP), which was funded by a donation from the Davidson Community Foundation and administered by the Town. In FY2025, the town partnered with Mecklenburg County to administer DTAP in conjunction with their HOMES program.

- **BUSINESS ITEMS**

(a) In reviewing best practices, the Board of Commissioners discussed **amendments to the Public Comment** policy to better define what is relevant to the Town of Davidson on matters of Town business and prohibit campaigning or election-related public comments from candidates. The Board will consider approval of the amended Public Comment Policy at the September 23 meeting.

(b) Assistant Town Manager Austin Nantz presented to the Board of Commissioners the opportunity for the Town to **purchase property located at 248 Jetton Street**, consisting of approximately 0.183 acres. Acquisition of this parcel will advance the Town's affordable housing goals by enabling access to an existing Town-owned parcel. Potential uses include the development of additional affordable housing units, such as a tri-plex or quad-plex, as well as potentially providing access for future affordable housing initiatives on both the Town-owned adjacent property and the Ada Jenkins Center property.

The negotiated purchase price is \$500,000, consistent with applicable North Carolina General Statutes governing municipal property acquisition. Due diligence, including appraisal, survey, title review, and environmental assessment, will be completed prior to closing. The funding source for this purchase is Town ARPA dollars.

Commissioner Justus made a motion to approve Resolution 2025-21 approving the purchase of real property located at 248 Jetton Street, Davidson, consisting of

approximately 0.183 acres, for the purchase price of \$500,000, and further authorize the Town Manager to execute all necessary documents and transactions to complete the purchase in accordance with North Carolina General Statutes. The motion passed unanimously (5-0).

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Rierson Michael made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 6:50 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



September 23, 2025

**FOURTH TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, September 23, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Knox, Commissioners Ryan Fay, Tracy Mattison-Brandon, Autumn Rierson Michael, and Ted Stauffer. Commissioner Steve Justus was absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS**

Communications Director Jessica Eggimann announced the following:

The Town of Davidson is now seeking applications for the Town of Davidson appointment to the Metropolitan Public Transportation Authority, pending the result of the November 4 referendum. The individual selected must represent Davidson's values, priorities, and transportation philosophy, and work towards ensuring our community's voice is strongly present in regional transportation discussions and decisions.

The Town of Davidson is seeking a representative to serve on the newly established Mecklenburg County Agricultural Advisory Board. Applications are now being accepted through Monday, October 6, 2025. Residents interested in representing the Town of Davidson are encouraged to apply online.

The 20th Annual Run for Green will take place on Saturday, September 27, 2025. Three courses will be set up through the Town of Davidson, NC, to accommodate the 10k, 5k races, as well as this year's 1-mile Fun Run on South Street. Parking will be limited throughout the town to accommodate the event, and the following Town roads will be blocked: Lorimer Road - Friday, Sept. 26 at 6:00 p.m. until Saturday, Sept. 27 at 1:00 p.m. and South Street - Saturday, Sept. 27 at 6:00 a.m. until 11:00 a.m.

Join us for this year's National Night Out celebration on Tuesday, October 7, 2025, from 5:00 p.m. to 7:00 p.m. at the Ada Jenkins Center, 212 Gamble Street. Residents will have the chance to engage with the Davidson Police Department, learn about safety resources, and celebrate the partnerships that help keep our town safe, welcoming, and united. There is no cost to attend.

On Wednesday, October 8, students, families, and community members will join peers from around the world to celebrate International Walk, Bike, & Roll to School Day. This annual event, organized in partnership with the NC Safe Routes to School Program, highlights the importance of pedestrian safety, environmental conservation, physical activity, and the Town of Davidson's commitment to promoting a walking and bicycle-friendly community. This year, the community is also invited to join a special after-school celebration with the grand opening of the new community traffic garden. The ceremony will take place on Wednesday, October 8, at 4:15 p.m. at Davidson Elementary School, 635 South Street.

It's time for the Annual Town of Davidson Community Pancake Breakfast! This year's family-friendly event will take place Saturday, October 11, from 9:00 a.m. to 11:00 a.m. outside Fire Station 1, located at 216 South Main Street. The Town Board of Commissioners, alongside Davidson's firefighters, will be serving up pancakes hot off the griddle, providing an opportunity for residents to come together, enjoy delicious pancakes, and connect with each other over a shared meal.

The Town of Davidson is pleased to present "A Taste of Davidson" on Saturday, October 18 from 5:00 p.m. - 10:00 p.m. This annual event is a fall festival to celebrate the flavors of Davidson and will feature food and beverages from our great restaurants. Jetton Street between Clean Juice and Mine by Sandy will be blocked off to accommodate the event, but there is plenty of public parking at the Circles @ 30 for festival goers. Admission to the event is free. Local restaurants will offer tastes of some of their most popular menu items for a small fee.

Mayor Knox **recognized Communications Director Jessica Eggimann**, as she is departing from her role with the Town of Davidson. Her last day will be September 30.

Mayor Knox read proclamations for **Fire Prevention Week** and **International Walk & Bike to School Day – October 8, 2025**.

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (4-0).

- **PUBLIC COMMENT**

The public comment period opened at 6:10 p.m. and closed at 6:13 p.m. One person spoke during the public comment period.

Steve Sonnenberg spoke about proposed amendments to the Public Comment Policy and the recent murder on the Charlotte Blue Line.

- **CONSENT AGENDA**

Approval of Draft August Meeting Minutes

Approval of Amendments to the Public Comment Policy

Approval of Resolution 2025-22 North Carolina Statewide Mutual Aid and Assistance Agreement

Approval of Resolution 2025-23 Direct the Clerk to Investigate a Voluntary Contiguous Annexation Petition for 18601 Shearer Road and 18633 Shearer Road
Acceptance of Two Energy Efficiency and Conservation Block Grants and Approval of a Capital Project Grant Ordinance 2025-08
Approval of Resolution 2025-24 Fire Station 2 Rooftop Solar and Battery Design-Build Construction Method Determination and Resolution 2025-25 McEver Baseball Field Renewable Energy Installation Design-Build Construction Method Determination
Adoption of Ordinance 2025-09 Request Street Closure for Christmas in Davidson and Ordinance 2025-10 Request Street Closure for the North Mecklenburg Holiday Parade
Adoption of Ordinance 2025-11 Request Street Closure for the “With These Hands: A Memorial to the Enslaved and Exploited” Dedication Event at Davidson College on October 23
Approval of Noise Ordinance Variance Request – Davidson College Fall Fling October 18, 2025

Commissioner Stauffer made a motion to approve the consent agenda. The motion passed unanimously (4-0).

- **BUSINESS ITEMS**

- (a) The Board of Commissioners and Town staff met in February 2024 to develop the **2024-2025 Strategic Plan**. The plan, which was approved at the March 26, 2024 board meeting includes seven strategic goal areas and corresponding priorities. Staff presented previous updates in September 2024 and January 2025. This discussion included highlights of work that has been completed or is underway.

- **CLOSED SESSION**

Commissioner Fay made a motion to move to closed session pursuant to North Carolina General Statute §143-318.11 (a) (4) – Economic Development and invite Finance Director Piet Swart and Economic Development Director Kim Fleming to join the closed session and North Carolina General Statute §143-318.11 (a) (6) – Economic Development at 6:30 p.m. The motion passed unanimously (4-0).

Commissioner Rierson Michael made a motion to end the closed session at 7:73 p.m. The motion passed unanimously (4-0).

- **ADJOURN**

Commissioner Mattison Brandon made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 7:40 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

DRAFT



CERTIFICATE OF SUFFICIENCY

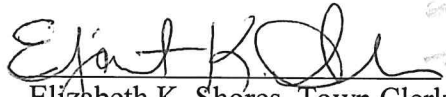
**18601 Shearer Road (Parcel #00741503)
18633 Shearer Road (Parcel #00741504)**

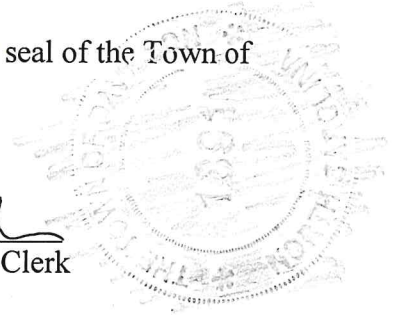
To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition from Porter Homes, LLC contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
- d. The parcel subject to this Annexation Petition is already subject to the Town of Davidson's zoning jurisdiction. The owner claims all vested rights that attach to the site pursuant to all issued and valid permits.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 28th of October, 2025.


Elizabeth K. Shores, Town Clerk





**RESOLUTION 2025-26
FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

18601 Shearer Road (Parcel #00741503) & 18633 Shearer Road (Parcel #00741504)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Davidson, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Davidson Town Hall and Community Center in the Town Hall Council Chamber on Tuesday, November 18, 2025 at 6:00 p.m.

Section 2. The area proposed for annexation is described as follows:

(See page 2 for Legal Description)

*Section 3. Notice of the public hearing shall be published in the Charlotte Observer, a newspaper having general circulation in the Town of Davidson, at least ten (10) days prior to the date of the public hearing.

Adopted on the 28th day of October 2025.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



GUISEWHITE PROFESSIONAL LAND SURVEYING, PC

Project # 25-080 Dembridge-Shearer

September 10, 2025

Description of Annexation Area

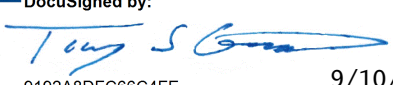
ALL THAT CERTAIN tract or parcel of land situate in Deweese Township, Mecklenburg County in the state of North Carolina. Said parcel being more particularly described as follows:

COMMENCING AT NORTH CAROLINA GEODETIC SURVEY STATION "M 006" HAVING THE FOLLOWING PUBLISHED GRID COORDINATES: NORTHING: 631,930.53', EASTING: 1,468,424.71' AND FROM SAID STATION RUN S 20°23'12" E, A GRID DISTANCE OF 3668.88', USING A COMBINED SCALE FACTOR OF:0.9998520975 TO THE TRUE POINT OF BEGINNING, AND FROM SAID BEGINNING POINT RUN; THENCE, N 43°27'54" E, A DISTANCE OF 56.43' TO A POINT; THENCE, N 43°41'03" E, A DISTANCE OF 66.42' TO A POINT; THENCE, N 43°40'28" E, A DISTANCE OF 200.75' TO A POINT; THENCE, N 43°39'07" E, A DISTANCE OF 233.02' TO A POINT; THENCE, N 37°31'43" E, A DISTANCE OF 127.00' TO A POINT; THENCE, S 32°24'03" E, A DISTANCE OF 158.12' TO A POINT; THENCE, S 04°46'05" W, A DISTANCE OF 473.83' TO A POINT; THENCE, S 76°06'11" W, A DISTANCE OF 524.41' TO A POINT; THENCE, N 00°27'25" E, A DISTANCE OF 78.74' TO A POINT; THENCE, N 00°32'02" E, A DISTANCE OF 95.74' TO A POINT; THENCE, N 00°42'43" E, A DISTANCE OF 53.68' TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS, AN AREA OF 228,046.1 SQUARE FEET, 5.235 ACRES MORE OR LESS. BEING IDENTIFIED AS ALL OF PARCEL ID's #00741504 & #00741503 AS SHOWN ON THE TAX MAPS OF MECKLENBURG COUNTY, NORTH CAROLINA.

DS



DocuSigned by:

 9192A8DFC66C4FE... 9/10/2025
 Timothy S. Guisewhite NC Professional Land Surveyor #L-4912

Prepared By:
 Timothy S. Guisewhite, PLS
 Guisewhite Professional Land Surveying, PC
 www.GPLSurvey.com Tim@GPLSurvey.com

531 Brentwood Rd. - Box 158
 Denver, NC 28037
 Direct: 704.530.1700

GPLS



Resolution 2025-27
RETIRING CANINE AGREEMENT

This agreement shall be entered between The Town of Davidson and Sergeant Josphe Squashic of the Town of Davidson Police Department.

WHEREAS, the Davidson Police Department shall retire police canine Bajouk on September 29, 2025; and

WHEREAS, Bajouk is personal property of the town and will no longer be of use or value to the Town of Davidson and its police department from this date forth; and

WHEREAS, due to Bajouk's specialized training as a police canine, the canine will not be safe for public adoption; and

WHEREAS, Sergeant Squashic is Bajouk's handler, has bonded with, worked with the canine and is willing and able to provide immediate care for Bajouk; and

WHEREAS, Sergeant Squashic will adopt and take full responsibility for Bajouk and relieve the Town of Davidson of all obligations and responsibilities of the canine in accordance with the provisions of this agreement; and

WHEREAS, this agreement is intended to be a full and complete agreement between the Town of Davidson and Sergeant Squashic; and

WHEREAS, Sergeant Squashic is not being coerced, forced, or inappropriately encouraged by the Davidson Police Department to adopt this canine; and

WHEREAS, this agreement is intended to be in effect until such time as the canine, Bajouk, is no longer living.

NOW THEREFORE, the parties agree to the following provisions:

- (1) Sergeant Squashic shall assume full care and responsibility of the canine, Bajouk, including, but not limited to:
 - (a) Providing adequate food, water, and shelter to the canine for the duration of his life; and
 - (b) Providing the canine with adequate health care; including but not limited to vaccinations, medication, and all other medical necessities as needed or as required by the county's animal control requirements; and
- (2) Sergeant Squashic shall assume all liability that may result from the canine's actions occurring subsequent to the time this agreement becomes effective, including but not limited to those actions and behaviors learned as a result of the canine's specialized training as a police canine provided by the Town of Davidson; and
- (3) Sergeant Squashic shall not purposefully, negligently, or knowingly use the canine's special skill set developed as a result of its career as a police canine either for profit, personal gain, or in any capacity, whether this would put others in danger or not; and

- (4) Sergeant Squashic hereby releases the Town of Davidson from liability from any sickness or health deficiencies that resulted from the canine's work with the Town of Davidson Police Department; and
- (5) Sergeant Squashic shall not lend, give away, or sell the canine without the written approval of the Town of Davidson, provided, however, that nothing shall prohibit Sergeant Squashic – without the necessity of approval of the Town of Davidson – from temporarily placing the canine in the custody or care of third parties for the purpose of veterinary care and/or temporary boarding, so long as such third parties are professionals engaged in such services.
- (6) In the event that Sergeant Squashic shall predecease the canine, the canine shall be placed with an agency or organization specializing in the adoption of canines retired from law enforcement and/or military service; and
- (7) Ownership of any and all personal property equipment assigned specifically to Bajouk (collar, leashes) and any shelter previously constructed on Sergeant Squashic's property is hereby conveyed and transferred to Sergeant Squashic. This does not include specialized police equipment (protective equipment, special police issued equipment); and
- (8) Sergeant Squashic shall become the canine's primary caregiver as evidenced by his signature of this agreement and notarization by the proper authority.

**TOWN OF DAVIDSON,
A North Carolina Municipal Corporation**

ATTEST: (SEAL)

By: _____
Rusty Knox, Mayor

Elizabeth K. Shores,
Town Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Owner

Pieter Swart, Finance Officer
Town of Davidson

Joseph Squashic

Approved as to form on behalf of the Town of Davidson.

Notary (SEAL)

Karen Wolter
Attorney for the Town of Davidson

AMENDMENT TO THE BUDGET ORDINANCE

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

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-80-6120-233	Events - Christmas in Davidson		\$25,000.00
10-80-6120-500	Equipment		\$40,000.00

Unassigned Fund Balance will be used to purchase Christmas in Davidson improvements

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$65,000.00

Unassigned Fund Balance will be used to purchase Christmas in Davidson improvements.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 28th day of October, 2025

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Gina Carmon, Recreation Operations Manager

Date: October 28, 2025

Re: Consider Approval of Fiscal Year 2026 Non-Profit Grant Recommendations

ITEM SUMMARY/OVERVIEW

The Board of Commissioners has appropriated \$50,000 for non-profit grants as part of the annual budget process. Non-profits serving Davidson residents may apply for funding to support activities that meet a public purpose that the Town government does not directly provide, but could if facilities and staffing were available. Successful applicants must serve Davidson residents. Funding recommendations from the Livability Board align with the Town's Core Values and the Board of Commissioners' Strategic Plan. Anne Bontempo, Vice-Chair of the Livability Board, presented the recommendations at the October 14 Board of Commissioners Meeting.

ACTION/PROPOSED MOTION

Approve Fiscal Year 2026 Non-Profit Grant Recommendations

RELATED TOWN GOALS

Strategic Plan Alignment

Core Values

NEXT STEPS

If approved, non-profit organizations will be notified of the status of their applications by November 15, 2025.

- 210 Collective
 - Healthy, Livable, and Vibrant Community
 - Provides vocational opportunities to adults with intellectual and developmental disabilities.
 - Serves 8-12 Davidson residents with IDD and 16 volunteers
- Ada Jenkins Center
 - Affordable Living, Equity & Inclusion
 - Funding for Financial Assistance Program
- Bags of Hope
 - Affordable Living, Equity & Inclusion
 - 25 Davidson Elementary Students (funding will serve 5 students for the school year)
 - Provides weekend food bags to students
- Bridge of Hearts
 - Healthy, Livable, and Vibrant Community
 - Provides Birthday Bags to students at Davidson Elementary & CSD, along with hygiene kits and snacks
- Brownicity
 - Looking to partner with Unity in the Community North Meck to provide programming (Intercultural Development Inventory, What LIES Between Us Course, and The American Dream Game.
 - Anticipates an impact to 75-100 Davidson Residents
 - Funding not awarded as Town will offer in-kind support to host their event in community spaces
- Cats of Davidson
 - Healthy, Livable, and Vibrant Community & Sustainability and Natural Assets
 - Funding to stabilize and care for the feral cat population in Davidson

- Cornelius Arts Community Center Inc (DBA: Cain Center for the Arts)
 - Healthy, Livable, and Vibrant Community
 - Funds will be used to host Read Across America event with Ada Jenkins. To cover Ticket cost (performance at Cain Center), Pete the Cat books, and Activity books
 - Funding is not recommended due to nature of request, could provide comped tickets
- Cornelius Youth Orchestra (North Carolina Youth Orchestra)
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Reports that 12% of their participants are Davidson Residents
 - Continue Annual Carolina Youth Orchestra Summer Festival
- Davidson Cornelius Child Development Center
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - 20% of Children served fall at or under low income
 - Enhance Preschool Environment
- Davidson Elementary PTO
 - Healthy, Livable, and Vibrant Community
 - Walking Track around Soccer Field.
 - Funding is not recommended as staff are currently working on Joint Use Agreement with CMS and will look to provide in-kind support as apart of this agreement
- Davidson Housing Coalition
 - Affordable Living, Equity & Inclusion and Healthy, Livable, & Vibrant Community
 - Seeking funds to continue work on 2025 request “Martha’s Corner”
- Davidson Lands Conservancy
 - Sustainability and Natural Assets
 - Beaty Park Signage Project
 - Funding is not recommended as town will provide in-kind support.
- FeedNC
 - Reports to serve 80 Davidson residents
 - Funding for program costs related food access

- HealthReach Community Clinic
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - 30 Davidson residents
 - Funding to support and cover \$200 worth of services per Davidson resident served
- La Escuelita Bilingual Preschool
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Up to 9 Davidson residents out of 30 students
 - Seeking funds to provide Afternoon program
- North Carolina Baroque Orchestra
 - Healthy, Livable, and Vibrant Community
 - Davidson Bach Festival
 - Funding is not recommended due to nature of service provided
- Senior Community Connections (formerly Davidson Village Network)
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Approximately 50 residents served
 - Looking to upgrade their volunteer request system
- Temple Kol Tikvah
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Seeking funds to enhance HAL (Healthy Active Living) Program for Seniors
- The Pines
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Seeking funds to support their Resident Support Fund.
 - Funding is not recommended as it would contribute to an existing fund
- Trout Unlimited-Rocky River Chapter
 - Sustainability and Natural Assets – Healthy, Livable, and Vibrant Community
 - Seeking funds to enhance their “Trout in the Classroom” program that includes students releasing trout at Lake Norman State Park
 - Funding is not recommended due to not showing direct impact to the Davidson community



Non-Profit Grant Recommendations

Gina Carmon, Staff Liaison Livability Board
Anne Bontempo, Livability Board Vice-Chair
Board of Commissioners
October 14, 2025

www.townofdavidson.org

Non-Profit Grants

- The Board of Commissioners has appropriated \$50,000 for grants.
- Non-profits that serve Davidson residents may apply for funding to support activities that meet a public purpose that the Town government does not directly provide but could if facilities and staffing were available.
- Funding recommendations from the Livability Board align with the Town's Core Values and the Board of Commissioners' Strategic Plan.

Non-Profit Grant Process

- Applications opened August 1, 2025, and closed on September 5, 2025.
- Final recommendations made and approved by the Livability Board at their September 16 board meeting.
- Livability Board is recommending allocating \$50,000 to 13 non-profits (20 total applicants).
 - **This year's application cycle only allowed organizations to apply for either \$2,500 or \$5,000.**

Livability Board (LB) Recommendations

Organization	FY 25 Award	Applicant Request	FY26 Recommendation
210 Collective*	\$0	\$5,000	\$2,500
Ada Jenkins	\$5,250	\$5,000	\$5,000
Bags of Hope	\$4,000	\$5,000	\$5,000
Bridge of Hearts*	\$0	\$2,500	\$2,500
Brownicity*	\$0	\$5,000	\$0
Cats of Davidson	\$3,000	\$5,000	\$5,000
Cornelius Arts Community Center Inc.*	\$0	\$5,000	\$0
NC (Cornelius) Youth Orchestra	\$1,000	\$5,000	\$2,500
Davidson Cornelius Child Development	\$1,500	\$5,000	\$5,000
Davidson Elementary PTO	\$0	\$5,000	\$0
Davidson Housing Coalition	\$4,000	\$5,000	\$5,000
Davidson Lands Conservancy	\$2,500	\$5,000	\$0
FeedNC	\$0	\$5,000	\$2,500
HealthReach Community Clinic	\$3,000	\$2,500	\$2,500
La Escuelita Bilingual Preschool	\$4,000	\$5,000	\$5,000
NC Baroque Orchestra*	\$0	\$2,500	\$0
Senior Community Connections	\$3,200	\$5,000	\$5,000
Temple Kol Tikvah	\$1,500	\$5,000	\$2,500
The Pines*	\$0	\$5,000	\$0
Trout Unlimited- Rocky River Chapter	\$1,000	\$2,500	\$0
Totals	\$33,950	\$85,000	\$50,000

Next Steps:

The Town Board will be asked to
approve the grant awards on the
consent agenda at the October 28
board meeting.



Questions?



Design Services (Architectural, Engineering and Surveying) Agreement with Dewberry

Town of Davidson

Company address
a municipal corporation of the State of North Carolina

Company ID no.
-

Hereinafter referred to as
Town

Dewberry

Company address
9300 Harris Corners Parkway, Suite 200, Charlotte, NC
28269

Company ID no.
130746510

Hereinafter referred to as
Service Provider

This Contract for Design Services (this “Contract”) is entered into this October 28, 2025 (“Effective Date”) by and between the **Town of Davidson**, a municipal corporation of the State of North Carolina, (the “Town”) and Dewberry (the “Service Provider”), located at 8401 Arlington Boulevard, Fairfax, VA 22031 .

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of the Service Provider.** The Service Provider agrees to provide the services (the “Services”) as follows:
Engineering and as more particularly described in “Proposal for Geotechnical Engineering, Wetlands Delineation, Environmental, Surveying, Landscape Architectural, and Professional Engineering Services” attached hereto and incorporated herein by reference as **Exhibit 1** .

The term of this Contract shall be from the Effective Date October 28, 2025 to June 30, 2026.

This Contract does not grant the Service Provider the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Service Provider (or not at all) at the discretion of the Town.

The Service Provider shall begin the Services immediately upon issuance of a written notice to proceed. The Service Provider agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Service Provider represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

Additional Insurance. In addition to the insurance required pursuant to Section 9 of the Standard Terms and Conditions for All Contracts, the Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to Town and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by Town.

2. **Obligations of the Town.** The Town hereby agrees to pay to the Service Provider for the faithful performance of this Contract as follows (“Contract Price”):

2.i. Total Not to Exceed \$ 326,785

3. The Town's Project Coordinator, Jesse Bouk, Public Works, 704-892-7591, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Service Provider's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Primary Client Contact for the Service Provider. Tristan McMannis, 7045099918,tmcmannis@dewberry.com, is designated as the Primary Contact for the Service Provider. The Primary Contact is fully authorized to act on behalf of the Service Provider in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town at ap@townofdavidson.org or PO Box 579, Davidson, NC 28036. The Town will not pay in advance without the prior approval of the Town's Finance Director. The Service Provider to submit invoices on the following schedule: Based on Service Providers Fee Schedule.
6. Standard Terms and Conditions. The Service Provider agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Service Provider have executed this Contract on the day and year first written above.

Full name
Town of Davidson (Approved as to Form by Town Attorney)

On behalf of
Town of Davidson

Email
karen@bswnclaw.com

IP Address
-

Signature will appear here

Full name
Tristan McMannis (Senior Associate, Department Manager)

On behalf of
Dewberry

Email
tmcmanis@dewberry.com

IP Address
-

Signature will appear here

Full name
Pieter Swart (This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. Finance Director)

On behalf of
Town of Davidson

Email
pswart@townofdavidson.org

IP Address
-

Signature will appear here

Full name
James E. Justice (Town Manager)

On behalf of
Town of Davidson

Email
jjustice@townofdavidson.org

IP Address
-

Signature will appear here

Attachment A Standard Terms and Conditions

1. **Contract Documents.** The Service Provider's execution of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for qualifications), and (iv) any other terms and conditions of a written agreement signed by the Service Provider and the Town that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Service Provider and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions in this Agreement shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Service Provider's quotation, acknowledgment, invoice, or in any other communication from the Service Provider to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Compliance with All Laws; Use of Federal Funds.** The Service Provider states that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of the Service Provider to proceed may be terminated immediately by written notice if the Town determines that the Service Provider,



its agent or another representative, has violated any provision of law. Without limiting the foregoing, If the source of funds for this Contract is federal funds, then the Service Provider agrees to comply with the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

3. Nondiscrimination. During the performance of the Contract, the Service Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

4. Conflict of Interest. The Service Provider represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Service Provider shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

5. Gratuities to the Town. The right of the Service Provider to proceed may be terminated by written notice if the Town determines that the Service Provider, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.

6. No Kickbacks to the Service Provider. The Service Provider shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Service Provider has grounds to believe that a violation of this clause may have occurred, the Service Provider shall promptly report to the Town in writing the possible violation.

7. E-Verification. The Service Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8. Indemnification/Hold Harmless. The Service Provider shall indemnify and hold harmless the Town, its officers, employees and assigns from and against all third party claims, losses, costs, and damages, including reasonable expenses and attorneys' fees, that any of them may sustain (a) arising out of the Service Provider's failure to comply with any applicable law, code, ordinance, regulation, or industry standard, or (b) arising as a result of negligence and/or intentional acts by the Service Provider, its employees, agents, subcontractors and/or lower-tier subcontractors. In the event the Service Provider, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Service Provider agrees that it will hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry. In no event shall either party be liable for consequential, indirect, punitive or special damages hereunder.

9. Insurance. Unless such insurance requirements are waived or modified by the Town, the Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Service Provider shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Service Provider shall maintain commercial general liability insurance that shall protect the Service Provider from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to

the Service Provider, the Service Provider shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Service Provider shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Service Provider to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

10. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) days' notice in writing from the Town to the Service Provider. If the Contract is terminated by the Town in accordance with this paragraph, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.

11. Termination for Default. The Town may terminate the Contract, in whole or in part, with prior notice upon breach of the Contract by the Service Provider. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Service Provider shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.

12. Contract Funding. It is understood and agreed between the Service Provider and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Service Provider receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Service Provider for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

13. Improper Payments. The Service Provider shall assume all risks attendant to any improper expenditure of funds under the Contract. The Service Provider shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Service Provider shall make such refunds within 30 days after the Town notifies the Service Provider in writing that a payment has been determined to be improper.

14. Contract Transfer. The Service Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.

15. Contract Personnel. The Service Provider agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.

16. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Service Provider.

17. Relationship of Parties. The Service Provider is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Service Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Service Provider and the Town. Employees of the Service Provider shall remain subject to the exclusive control and supervision of the Service Provider, which is solely responsible for their compensation.

18. Advertisement. The Contract will not be used in connection with any advertising by the Service Provider without prior written approval by the Town.

19. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Service Provider for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Service Provider specifically waives any claim for interest.

20. **Background Checks.** At the request of the Town's Project Coordinator, the Service Provider (if an individual) or any individual employees of the Service Provider shall submit to the Town criminal background check and drug testing procedures.
21. **Confidential Information.** the Service Provider shall safeguard and protect Sensitive and Confidential Information of the Town, including all information pertaining to program participants and attendees, in accordance with all applicable laws and regulations and consistent with information security best practices. "Sensitive and Confidential Information" means any of the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under in the State Personnel Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "card holder data" under the Payment Card Industry Data Security Standard (PCI-DSS) and the Payment Application Data Security Standard (PA-DSS), and any information protected from disclosure under the North Carolina Public Records Act. If the Service Provider becomes aware of a confirmed or suspected exposure of Sensitive and Confidential Information of the Town, then the Service Provider shall notify the Town as promptly as possible.
22. **Intellectual Property.** The Service Provider agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
23. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. **No Third-Party Benefits.** The Contract shall not be considered by the Service Provider to create any benefits on behalf of any third party. The Service Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
25. **Force Majeure.** If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
26. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
27. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Service Provider hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Service Provider may not assign, pledge, or in any manner encumber the Service Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
28. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

September 23, 2025

Mr. Jesse Bouk
Public Works Manager
Town of Davidson
P.O. Box 579
Davidson, North Carolina 28036

**RE: Proposal for Geotechnical Engineering, Wetlands Delineation, Environmental, Surveying, Landscape Architectural, and Professional Engineering Services
Fisher Farm Greenway – Construction Document Preparation, Permitting Support, Bidding Support, and Limited Construction Administration
Davidson, North Carolina**

Dear Mr. Bouk:

Per the RFQ issued by the Town of Davidson (Town/CLIENT) titled "Request For Qualifications, By Town of Davidson, NC for Engineering Services for the Fisher Farm to Narrow Passage Greenway" (RFQ) we understand you desire to contract Dewberry Engineers Inc. (Dewberry) to provide Geotechnical Engineering, Wetlands Delineation, Environmental, Surveying, Landscape Architectural, and Professional Engineering Services, associated with the planned Fisher Farm to Narrow Passage Greenway. Dewberry is pleased to submit our proposal to provide geotechnical engineering, environmental, surveying, landscape architectural, and professional engineering services to support design and construction of the proposed Fisher Farm greenway consisting of approximately 3,150-lf and located on parcels 00309343, 00336115, 00336117, 00336110, 00336107, 00336105, 00336103, 00337125, 00337123, 00311104, and 00336116 in the Town of Davidson, North Carolina.

PROJECT UNDERSTANDING

Based on the RFQ noted above, and on the attached preliminary engineering Plan and Profile sheet prepared by Dewberry and dated January 8, 2025 (Attachment C) We understand the proposed greenway is approximately 3,150-lf in length and crosses and follows an existing Duke/PNG gas easement. Additionally, we understand per Attachment D that the proposed greenway may be located in FEMA Floodplain and areas of FEMA Floodway associated with the West Branch Rocky River. As a result, we anticipate that a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) will be needed to support the design and permitting of the proposed greenway.

We understand that field survey will need to be provided for this project. We also understand because the project is to be located within the Town of Davidson that a tree survey shall be prepared for all trees 12" and larger within the proposed corridor. Additionally, we understand the wetlands delineation and endangered species habitat assessment will be needed prior to preparing design documents for this project. **Please note, an on-site survey of endangered species may be needed depending on the findings of the habitat assessment.**

Further, per Attachment C, we anticipate up to two (2) boardwalk segments will be needed – one of the segments will be located primarily on the Brockway property and spanning onto the Campbell property; and the other will span a tributary to the West Branch Rock River and be located partially on the Brockway property and span onto the parcel owned by Mecklenburg County (00336116). We understand per prior correspondence with CLIENT that the boardwalk shall have a concrete deck and timber substructure.

Dewberry understands that in order to prepare design documentation that subsurface geotechnical information shall be required to be obtained either by means of a drill rig advancing bores into the subgrade or by means of hand augers.

We understand that you desire Dewberry to prepare construction documents associated with the planned greenway. Dewberry anticipates that the drawings will include site/civil drawings, and structural design drawings for the proposed boardwalk.

Further, we anticipate the Town will require bidding assistance prior to construction. Additionally, we understand that the Town desires assistance with observing field operations during construction of the project to validate that the greenway is constructed in accordance with the approved plans and specifications.

Dewberry understands that the project is located within the Town of Davidson in North Carolina, and as a result we anticipate the project will need to be permitted through the Following agencies:

- Mecklenburg County Land Use and Environmental Services Agency (LUESA) for stormwater compliance. Please note we anticipate that the project will be considered low-density and no proposed stormwater quality or detention measures will be required.
- Town of Davidson for zoning compliance and tree preservation.
- Mecklenburg County Building Standards for review of the structural design of the boardwalk
- Mecklenburg County for the CLOMR/LOMR and for 404/401 permits and buffer disturbance.
- The US Army Corps of Engineers (USACOE) for permitting of stream and wetland impacts.
- The North Carolina Department of Environmental Quality (NCDEQ) for erosion control.
- And lastly, we anticipate coordination with Duke/PNG will be needed related to construction activities within the existing easement shown on Attachment C.

Based on this project understanding, Dewberry has prepared the following basic scope of services.

BASIC SCOPE OF SERVICES

1. Wetlands Delineation and Habitat Assessment

Dewberry through use of our qualified subconsultant, Froehling & Robertson (F&R), whose proposal is incorporated by reference and annexed to this proposal shall perform the following:

- a. Dewberry/F&R will conduct a Limited Protected Resources Review (PRR), which will include a review of Historical Resources as well as Protected Species that may be affected by the proposed project. Dewberry/F&R will prepare a brief letter summarizing the our findings. See F&R's attached proposal for more information. **Please note that a detailed field study for rare and endangered species may be warranted based on this assessment. If a field survey of endangered species is required, it is included per Task 2 below.**
- b. Dewberry/F&R shall complete a Wetland Delineation for the project area. This shall include an initial desktop review of potential wetland stream features, a site visit to delineate features observed in the field, and providing a summary document for CLIENT information. If necessary, F&R will submit the necessary documentation of our wetland and stream delineation for the Review Area to the USACOE and NCDEQ as a Jurisdictional Determination Request (JDR). Additionally, Dewberry/F&R shall attend one (1) site visit with a representative of the USACOE to validate the presence or absence of jurisdictional features. Please see F&Rs attached proposal for more information.

2. Endangered Species Field Surveys

Dewberry through use of our qualified subconsultant, Froehling & Robertson (F&R), whose proposal is incorporated by reference and annexed to this proposal shall perform the following:

- a. Dewberry/F&R will conduct an on-site survey to observe the presence or absence of endangered species identified by the habitat assessment above. These surveys will need to be conducted during certain times of the year depending on the species which may be present. Dewberry and F&R will notify CLIENT if this task is required before proceeding with field work. Our fee for this task is included in the fee schedule below. See Attachment E for more information.

3. Geotechnical Engineering – Subsurface Exploration

Dewberry through use of our qualified subconsultant, F&R, whose proposal (Attachment F) is incorporated by reference and annexed to this proposal shall perform the following:

- a. **(BASE)** F&R shall obtain up to seventeen (17) bore samples along the proposed alignment generally as shown in the attached F&R proposal. A report of F&R's findings and observations shall be prepared including recommendations for foundation design related to the boardwalk. Report shall be provided to CLIENT for information. Please see the attached F&R proposal for more information.
- b. **(ALTERNATE)** Please note, we propose to collect geotechnical information through hand augers only as opposed to operating a drill rig on site. Our fee for this alternate is a deduct to the Base scope fee noted in the fee schedule below.

4. Topographic Field Survey

Based on approximately 70' wide corridor, centered along the alignment shown in Attachment C, Dewberry shall perform the following:

- a. Dewberry, through use of our subconsultant, Center Line Locating whose proposal (Attachment G) is incorporated by reference and annexed to this proposal shall located utilities within the 70' corridor.
- b. A topographic survey shall be prepared for approximately 5.15-acres (70' wide and 3,150-If long) in accordance with the standards of practice for land surveying in the North Carolina, Board Rules Title 21, Chapter 56.1601-1606, Class A for Urban Land Surveys. Horizontal and vertical control will be established on site using GPS observations yielding NAD 83 (2011) horizontal coordinates and NAVD 88 vertical elevations. 1 benchmark will be set on site. Survey data will be gathered on a 50' grid, along with grade breaklines, in order to provide 1-foot contours over the entire survey area. Dewberry will survey five (5) cross sections of the West Branch Rocky River as identified by Dewberry engineering staff as needed to complete the Flood Study task below. Additionally, Dewberry will field locate visible above ground features and obtain invert information on sanitary and storm sewer systems where accessible. CLIENT shall be responsible for verifying sanitary sewer and storm sewer structures are clear of debris prior to field survey and accessible. **If return trips are required to obtain invert information on these structures because they were full of debris or inaccessible at time of survey additional fees may apply.** Buildings and canopy exteriors will be located however, an interior inspection or details are not a part of this scope. The extent of marked utilities will be field located and shown on the survey. The extent of the survey will be confined within a 70' width overlap of the centerline, where accessible. Delineated wetlands will be located and shown on the survey however a USACE survey is not included in this scope or fee. Trees 12" or greater will be located and shown on the survey with their common names and size (ex: 12" oak, 18" sweet gum, etc.) Please note, we will attempt to identify trees to the best of our ability, however, we cannot guarantee the accuracy of the tree identification as tree identification by a certified arborist is not included in our scope and fee.

- c. Dewberry will perform deed research and field investigation to orient the boundary lines to located property corners. Only those property corners deemed necessary to establish property lines will be located.

5. Construction Document Preparation

Based on wetlands delineation, field survey, and geotechnical exploration completed above and Attachment C, Dewberry shall perform the following:

- a. Prior to start of field work noted above and construction documents this task, Dewberry shall prepare start of study letters to Federal and State Agencies such as SHPO, USFWS, USACOE, etc. Comments received from these agencies shall be provided to CLIENT for information.
- b. Prepare standard site construction notes.
- c. Prepare a Clearing and Demolition Plan for up to 5-acres.
- d. Dewberry shall prepare a phase 1 erosion control plan for up to 5-acres of disturbance. Please note, because this is a linear project we do not anticipate the design of any temporary erosion control basins will be required. If basins are required additional fees may apply.
- e. Prepare site construction plan and profile sheets with typical sections for up to 3,200-lf of greenway consisting of both asphalt on grade and elevated boardwalk sections. Alignment and vertical curves shall be based on an 18mph design speed and 20mph lean angle, and where possible will be designed to these criteria. Pavement design shall be provided by CLIENT, or based on comparable projects elsewhere in the County.
- f. Prepare design grading and storm drainage plans for up to 5-acres. Plans shall include pipes and ditches as necessary to drain water from or around the greenway. Please note, because we anticipate this project to be considered low-density we do not anticipate the design of any permanent stormwater quality or attenuation devices/basins shall be required. If permanent basins or water quality and/or detention devices are required, additional fees will apply.
- g. Prepare storm drainage profiles for cross drainage pipes under greenway. Pipes shall be designed to the 10-yr storm event.
- h. Prepare phase 2 erosion control plan for up to 5-acres. Please note the design of temporary erosion control basins is excluded but may be provided for an additional fee if required.
- i. Prepare structural design for up to two (2) sections of elevated boardwalk with concrete deck and timber substructure. Boardwalk design shall include the design of up to four (4) abutments. Please note, we anticipate that the boardwalk shall be designed to H5 Loading, and that specifications for the boardwalk shall be included on the plans and details. Boardwalk details shall be based on the 2018 North Carolina Building Code.
- j. Prepare supplemental planting plan along the proposed alignment as directed by CLIENT. We anticipate the planting plan shall include buffer mitigation plantings where clearing of streamside buffers is necessary to install stream crossings, and up to 1,000-lf of screening plantings indicated with a hatch and typical detail on the plans.
- k. Based on the above design prepare site construction details.
- l. Prepare wetland impact and stream crossing exhibits as needed for the proposed boardwalk to be included in the permitting task below.
- m. Plans prepared above shall be provided to CLIENT at 30% complete, and 70% complete for review and comment. Our scope and fee include up to one (1) round of revisions at each milestone.
- n. Dewberry shall coordinate with Town to schedule and attend community meetings at both the 30% and 70% phase of the project. Dewberry shall assist with mailing invitations to residents based on addresses and contact information to be provided by Town. Additionally, Dewberry will coordinate with the Town to create a user questionnaire to be hosted on the Town's web site for feedback. CLIENT shall be responsible for securing a

venue for the two public meetings. Dewberry will incorporate comments received from 30% meeting as directed by CLIENT into 70% plans, and shall incorporate comments received from 70% plans into 100% plans as directed by CLIENT to be submitted to review agencies noted in task below.

- o. Based on the design documents prepared above, Dewberry shall prepare technical specifications for the site construction documents (excluding structural design which will be on the plans). Specifications will include front-end specifications as provided by CLIENT for our use. Specifications will be provided to CLIENT at 70% plan milestone for review and comment. Dewberry will revise specifications for up to one (1) round of CLIENT comments.
- p. Our scope and fee includes up to five (5) meetings with CLIENT to discuss the project.
- q. Based on the above scope, prepare preliminary estimates of probable construction costs at 70% and 100% and submit to CLIENT for information.

6. Flood Study CLOMR/LOMR

This project involves the construction of the Fisher Farm Greenway within the West Branch Rocky River floodplain. The project area is referenced on FEMA Flood Insurance Rate Map (FIRM) Panel 3710466300L with an Effective date of 11/16/2018. As indicated on the Effective FIRM, the project is within the AE flood zone with established base flood elevations (BFEs) of West Branch Rocky River. In Mecklenburg County, development is regulated to the Shaded X zone, which is based on the 1% annual chance future landuse condition simulations. The FIRM map also includes a second floodway referred to as the Community Encroachment Area (CEA) which is based on a 0.1-foot surcharge. Construction of the greenway will require work to be completed within the FEMA AE flood zone and Community Encroachment Area (CEA) of West Branch Rocky River.

a) Flood Study:

West Branch Rocky River is a Federal Emergency Management Agency (FEMA) regulated stream studied by detailed methods. Sections of the proposed greenway alignment will encroach into the effective FEMA floodway requiring hydraulic modeling and analysis. Dewberry will perform hydraulic modeling and assist the CLIENT with preparing an Individual Floodplain Development Permit submittal package as follows:

- Dewberry shall obtain the FEMA HEC-RAS Stream model for West Branch Rocky River from NC FRIS (North Carolina Flood Risk Information System) and utilize the provided HEC-RAS Stream Model to evaluate the proposed greenway improvements to the regulated floodplain. The modeling effort will include a duplicate effective, corrective effective, and proposed conditions model run(s). This model will incorporate corrections to the received HEC-RAS model as well as project specific survey (up to five (5) cross-sections of the West Branch Rocky River) which will be incorporated into the model. We will prepare and model in HEC-RAS v4.1 format using the following assumptions:
 - Hydrology - The peak discharges for the 2, 10, 25, and 100-year storms will be based on existing FEMA model data (obtained from the County). No separate hydrologic analysis will be performed.
 - Hydraulics – Dewberry will use the existing effective or preliminary HEC-RAS to model (obtained from the County) to create a duplicate effective model. FEMA LiDAR (ncfloodmaps.com) data will be supplemented with the project specific topographic base mapping to create a surface for existing and proposed condition models.

- Dewberry will model design approaches to verify that the stream enhancement design approach generally complies with Mecklenburg County and FEMA requirements.

b) CLOMR Permitting:

- A Conditional Letter of Map Revision (CLOMR) application will be developed for the proposed greenway and will be permitted through Mecklenburg County/FEMA. The HEC-RAS model of West Branch Rocky River developed in the flood study will be used to perform hydraulic analysis necessary for the CLOMR application. After completing the hydraulic analysis, Dewberry will develop MT-2 Forms and other required documents necessary for the CLOMR application. This includes mapping of the hydraulic model results, evaluation of potential impacted properties, and preparation of the required Draft Property Owner Notification letter. The draft copy of the Property Owner Notification will be included in the first CLOMR application package to be submitted to Mecklenburg County/FEMA.
- Dewberry will coordinate with the Mecklenburg County Floodplain Administrator to obtain their signatures on the MT-2 Forms. Dewberry will submit the CLOMR application package to Mecklenburg County/FEMA. The CLIENT will pay all application review fees required by Mecklenburg County and/or FEMA and other agencies. Dewberry will respond for up to three (3) Additional Data Requests from Mecklenburg County/FEMA and send out the Property Owner Notifications as required for consideration of CLOMR approval.

c) LOMR Permitting:

- After the construction of proposed greenway and associated improvements, the follow-up Letter of Map Revision (LOMR) permitting through Mecklenburg County/FEMA will be required for this project. Dewberry will prepare the LOMR submittal package for this project; the submittal package will include MT-2 forms, updated hydraulic analysis, topographic work map, annotated FIRMs, and revised FIS tables. The submittal will be based on the hydraulic model approved by Mecklenburg County/FEMA for CLOMR permitting and the as-built survey and as-built plans of the project (**to be prepared by others**). Dewberry will coordinate with the Mecklenburg County Floodplain Administrator as necessary to obtain their signatures on the MT-2 Forms. Dewberry will submit the LOMR application package to Mecklenburg County/FEMA. The CLIENT will pay all application review fees required by Mecklenburg County/FEMA and other agencies. Dewberry will respond to up to three (3) Additional Data Requests from Mecklenburg County/FEMA on the submitted LOMR application send out the Property Owner Notifications to obtain the final LOMR approval.

d) Clarifications

- The CLIENT will pay the CLOMR application review fee required by Mecklenburg County/FEMA (approximately \$8,250) and all other fees required by other permitting agencies.

- The CLIENT will pay the LOMR application review fee required by Mecklenburg County/FEMA (approximately \$8,250) and all other fees required by other permitting agencies.
- Our scope and fee does not include an as-built survey that will be needed for the LOMR. We anticipate the survey will be provided by the Contractor or others.

7. Permitting Support

Based on plans prepared in task 5 above Dewberry shall submit to the following agencies for review and comment:

- Mecklenburg County Land Use and Environmental Services Agency (LUESA) for stormwater compliance. Please note we anticipate that the project will be considered low-density and no proposed stormwater quality or detention measures will be required. Scope and fee includes up to two (2) rounds of revisions per agency comments.
- Town of Davidson for zoning compliance and tree preservation. Scope and fee includes up to two (2) rounds of comments.
- Mecklenburg County Building Standards for review of the structural design of the boardwalk. Scope and fee includes up to two (2) rounds of revisions per agency comments.
- Mecklenburg County for the CLOMR/LOMR and for 404/401 permits and buffer disturbance. Scope and fee includes up to one (1) round of revisions to civil plans per comments.
- The US Army Corps of Engineers (USACOE) for permitting of stream and wetland impacts. Scope and fee includes up to one (1) round of revisions per comments.
- The North Carolina Department of Environmental Quality (NCDEQ) for erosion control. Scope and fee includes up to two (2) rounds of revisions per agency comments.
- And lastly, we anticipate coordination with Duke/PNG will be needed related to construction activities within the existing easement shown on Attachment C. Plans shall be submitted to Duke/PNG at 70% and 100% milestones for review and comment. Our scope and fee includes up to two (2) rounds of minor revisions to the plans per Suke/PNG comments. Minor comments include localized changes to the greenway within their easement limited to a 20' horizontal shift, and up to a 3' change to the profile and assumes no changes to material within the easement, and that the greenway shall be asphalt-on-grade within the easement.
- Our scope and fee includes up four (4) meetings to discuss review comments with agencies and CLIENT.

Please note, Dewberry shall assist CLIENT with the preparation of review applications. However, CLIENT shall be responsible for payment of all review fees.

8. Bidding Support

Dewberry shall assist CLIENT with bidding the project based on plans and specifications prepared in Task 5 above. Our services shall include the following:

- a. As directed by the CLIENT, Dewberry shall attend one (1) pre-bid meeting.
- b. Dewberry shall respond to bidder Requests For Information (RFIs), and issue addenda as needed to address RFIs.
- c. Dewberry shall attend one (1) bid opening.
- d. Dewberry shall review submitted bids for completeness, and draft one (1) letter identifying the lowest, responsive bidder and provide to the CLIENT for information.

- e. Please note, if additional rounds of bidding other than the one noted above is necessary, those services can be provided for an additional fee.

9. Limited Construction Administration

Tasks performed during construction shall be as directed by CLIENT and based on plans and specifications above. Please note, our scope and fee are based on an estimated construction duration of 12 months. If construction takes longer than 12 months, additional fees may apply.

- a. Schedule and attend one (1) preconstruction meeting
- b. Review shop drawings as provided by Contractor for compliance with approved plans. Please note, our scope and fee assumes no more than one (1) revision per shop drawing submittal.
- c. Attendance of one (1) Dewberry site/civil representative at up to twelve (12) monthly meetings.
- d. Review up to twelve (12) pay applications to be provided by Contractor or by CLIENT. Reviewed pay applications shall be provided to CLIENT and contractor for information.
- e. Attendance of one (1) Dewberry structural representative at up to two (2) site visits during construction to observe items related to boardwalk construction.
- f. Attend one (1) substantial completion site visit and develop a contractor punch list. Punch List shall be provided to CLIENT and contractor for information.
- g. Attend up to one (1) follow-up site visit to the punch list, to observe status of items identified in the punch list.
- h. Prepare record drawings based on contractor provided red lines and submit to CLIENT for information.

10. Reimbursables

Printed plans and calculations, courier/shipping services, long distance charges, mileage for travel to and from the job site or two CLIENT meetings, etc. as required for submittal to review agencies shall be billed in accordance with the attached fee schedule. A budget for these items has been established for these items and is included in the schedule below. Please note, we understand working, in-house drawings are included in the base price and not to be invoiced as a reimbursable item.

EXCLUSIONS AND CLARIFICATIONS

- Certified boundary, and/or ALTA surveys are not included in this proposal.
- Preparation of easement plats are not included in this proposal.
- Easement acquisitions, easement document preparation (beyond what is included above) and easement recording fees are not included in this proposal.
- Staking of Preliminary potential easements are not included in this proposal.
- Utility test pits are not included in this proposal.
- Utility relocation design is not included in this proposal.
- Retaining wall, bridge design, or any other structural design not included in scope above is not included in this proposal.
- Electrical and/or lighting design is not included in this proposal.
- CLIENT shall be responsible for providing Dewberry full access on and across private properties as needed for the completion of this work.
- Preparation of rezoning or conditional use permit documentation is not included in this proposal.
- We assume the drawings prepared above will be one (1) package. The phasing of the project or subdividing into multiple phases is not included in this proposal.
- The design of custom storm structures like headwalls is excluded.

- Design of boardwalk sections to include attachment of utilities such as electrical conduit or sewer is excluded.
- Color graphic renders and illustrations are not included in this proposal.

Fee Schedule

For the Basic Scope of Services above, Dewberry will be paid the following fees in accordance with the following schedule:

Wetlands Delineation and Habitat Assessment	\$12,600 (Lump Sum)
*Field Survey of Endangered Species (BUDGET)	\$40,000 (Time & Materials)
Geotechnical Engineering – BASE Subsurface Investigation	\$23,255 (Lump Sum)
*Geotechnical Engineering – ALTERNATE Subsurface Investigation	-\$4,170 (Deduct)
Topographic Field Survey	\$19,025 (Lump Sum)
Construction Document Preparation	\$124,925 (Lump Sum)
Flood Study (CLMOR/LOMR)	
Flood Study	\$8,275 (Lump Sum)
CLOMR Permitting	\$19,355 (Lump Sum)
LOMR Permitting	\$39,760 (Lump Sum)
Permitting Support	\$41,490 (Lump Sum)
Bidding Support	\$9,100 (Lump Sum)
Limited Construction Administration	\$27,500 (Lump Sum)
Reimbursables (BUDGET)	\$1,500 (Time & Mats)

TOTAL BASE TASKS **\$326,785**

***Does not include alternate Geotech fee or field survey of endangered species**

ADDITIONAL SERVICES

This proposal is based upon our current understanding of local, state and federal requirements and regulations and our understanding of the project as described herein. Any modifications to these requirements and regulations, or other requirements not provided for herein, which require additional services will be performed by Dewberry Engineers Inc. and billed in accordance with the Hourly Billing Rate Schedule, (Attachment A), which is annexed to this proposal and incorporated into it by reference.

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with Dewberry's Standard Terms and Conditions (Attachment B), which is annexed to this proposal and incorporated into it by reference.

RESTRICTION OF USE

This proposal includes information that shall not be disclosed outside of the Client and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer, or as a result of, or in connection with, the submission of this information, Client shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit Client's right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained on all pages of this proposal.

AUTHORIZATION

If this proposal meets with your approval, please return one (1) executed original to this office. Receipt of the executed proposal will serve as our authorization to proceed.

If you have questions, please do not hesitate to contact us. Dewberry is excited about the opportunity to assist you with this project.

Sincerely,
Dewberry Engineers Inc.



Tristan McMannis, P.L.A., LEED A.P., Assoc. DBIA
Senior Associate, Department Manager

Attachments:

Attachment A.	Standard Hourly Billing Rate Schedule (6/01/2025)
Attachment B.	Standard Terms and Conditions (10/2020)
Attachment C.	Plan and Profile (01/08/25)
Attachment D.	Polaris GIS Map with Floodplain and Floodway
Attachment E.	F&R Wetland Delineation Proposal (09/9/25)
Attachment F.	F&R Geotechnical Engineering Proposal (09/09/25)
Attachment G.	Center Line Locating Proposal (09/11/25)

The foregoing contract with Dewberry Engineers Inc. is accepted:

Print (Type) Individual Firm or Corporation Name

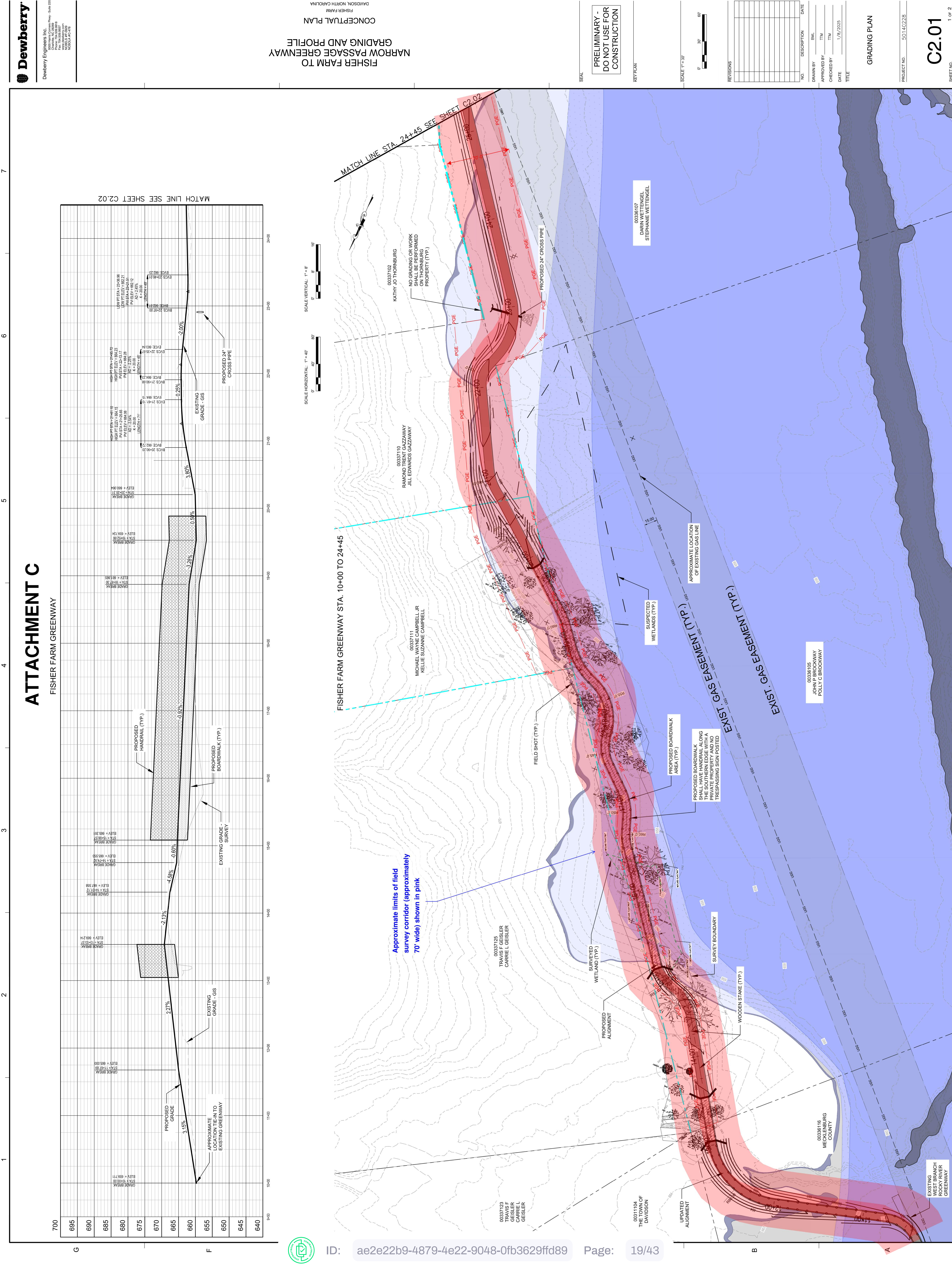
Signature of Authorized Representative Date

Print (Type) Name of Authorized Representative and Title

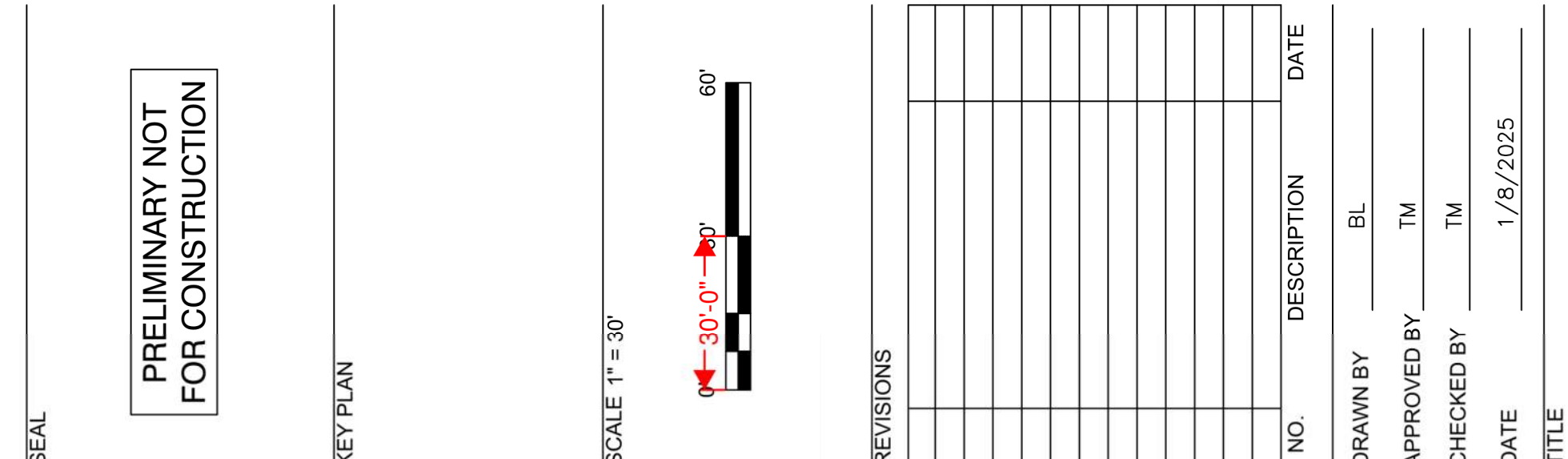
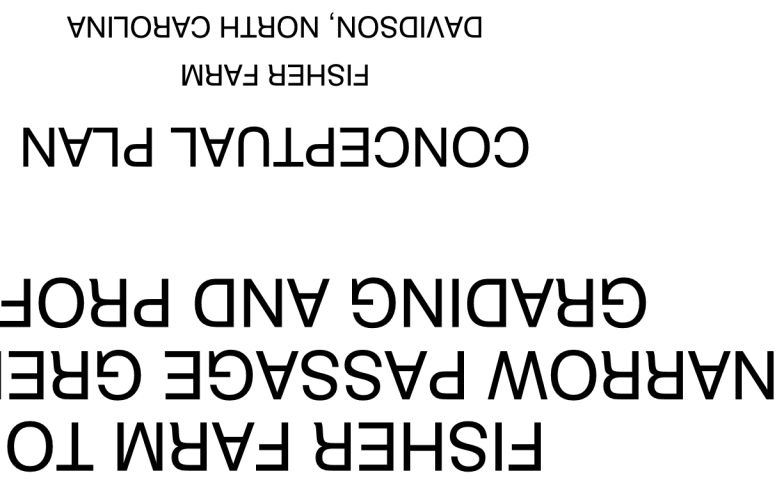
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STANDARD HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES
Professional	
Principal	\$375.00
Architect I,II,III	\$115.00, \$135.00, \$155.00
Architect IV,V,VI	\$175.00, \$195.00, \$220.00
Architect VII,VIII,IX	\$245.00, \$270.00, \$295.00
Interior Designer I,II,III,IV	\$105.00, \$130.00, \$145.00, \$175.00
Interior Designer V, VI, VII	\$195.00, \$215.00, \$255.00
Engineer I,II,III	\$125.00, \$140.00, \$160.00
Engineer IV,V,VI	\$185.00, \$210.00, \$240.00
Engineer VII,VIII,IX	\$270.00, \$300.00, \$335.00
Geographer/GIS I,II,III	\$100.00, \$110.00, \$130.00
Geographer/GIS IV,V,VI	\$150.00, \$175.00, \$205.00
Geographer/GIS VII,VIII,IX	\$235.00, \$265.00, \$300.00
Professional I,II,III	\$110.00, \$135.00, \$160.00
Professional IV,V,VI	\$175.00, \$195.00, \$220.00
Professional VII,VIII,IX	\$255.00, \$275.00, \$310.00
Technical	
Designer I,II,III	\$110.00, \$140.00, \$170.00
Designer IV,V,VI	\$190.00, \$210.00, \$245.00
CADD Technician I,II,III,IV,V	\$90.00, \$110.00, \$130.00, \$145.00, \$190.00
Surveyor I,II,III	\$70.00, \$85.00, \$110.00
Surveyor IV,V,VI	\$130.00, \$145.00, \$160.00
Surveyor VII,VIII,IX	\$180.00, \$210.00, \$255.00
Technical I,II,III	\$90.00, \$115.00, \$135.00
Technical IV,V,VI	\$150.00, \$165.00, \$185.00
Emergency Management	
Emergency Management I, II, III	\$90.00, \$120.00, \$155.00
Emergency Management IV, V, VI	\$185.00, \$225.00, \$280.00
Construction	
Construction Professional I,II,III	\$125.00, \$160.00, \$190.00
Construction Professional IV,V,VI,VII	\$225.00, \$255.00, \$305.00, \$340.00
Inspector I,II,III	\$90.00, \$110.00, \$150.00
Inspector IV,V,VI,VII	\$180.00, \$205.00, \$230.00, \$265.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	\$160.00, \$200.00, \$270.00
With Laser Scanner 1, 2 Person	\$210.00, \$250.00
Administration	
Admin Professional I,II,III,IV	\$72.00, \$105.00, \$125.00, \$155.00
Non-Labor Direct Costs	Cost + 15%



FISHER FARM GREENWAY



GRADING PLAN

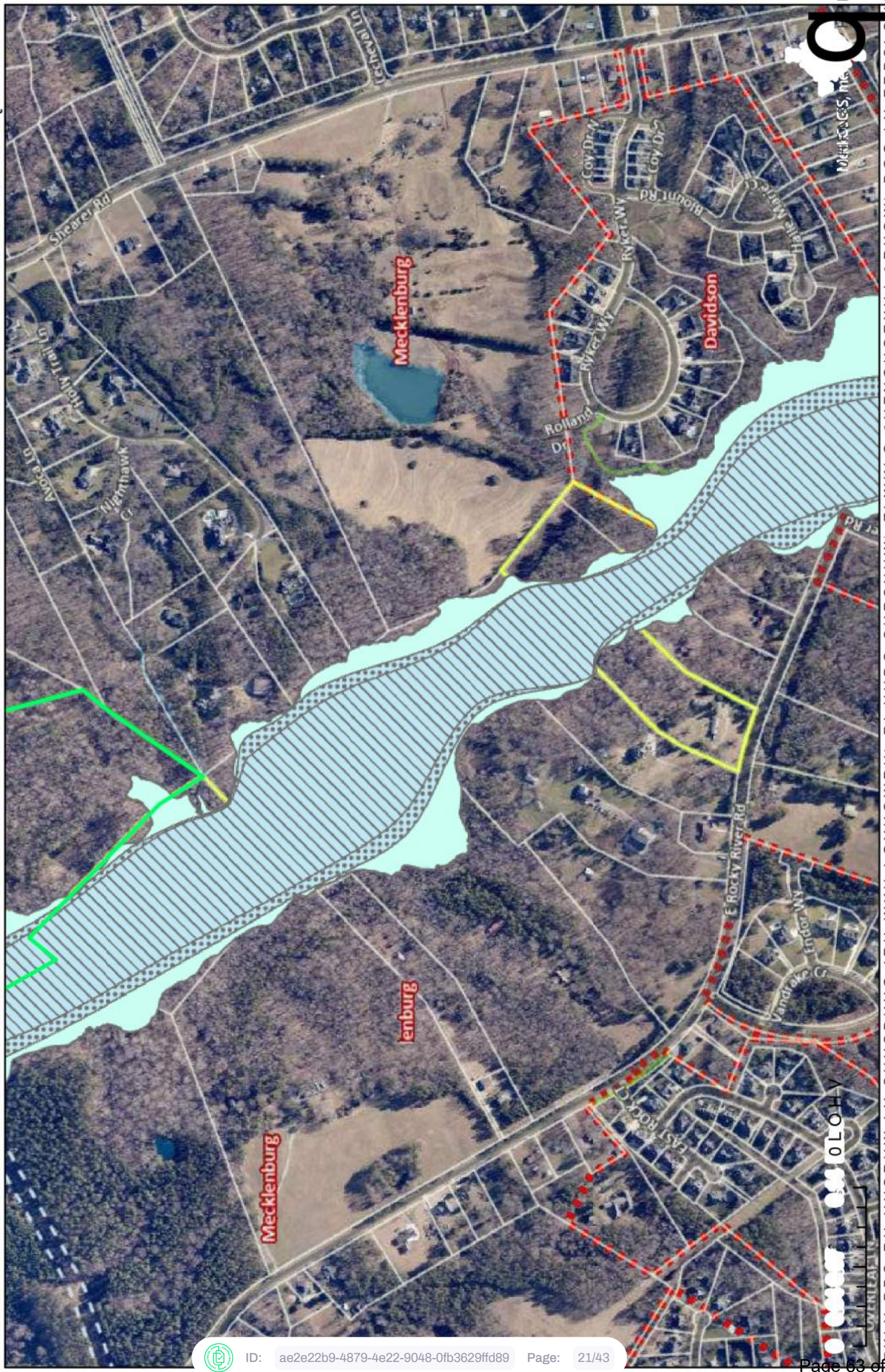
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NO.	DESCRIPTION	DATE
	DRAWN BY	BL
	APPROVED BY	TM
	CHECKED BY	TM
	DATE	1/8/2025
TITLE		

PROJECT NO.	50140228
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C2.02

'DWH 3ULQWHG,





September 9, 2025

Tristan McMannis
Dewberry
9300 Harris Corners Parkway, Suite 220
Charlotte, NC 28269
tmcmanis@Dewberry.com

Re: **Proposal for Environmental Services**
Fisher Farm Greenway
West Branch Rocky River Greenway
Davidson, NC
F&R Proposal No.: 2559-00424

Dear Mr. McMannis:

Pursuant to your email request, Froehling & Robertson, Inc. (F&R) is pleased to submit this Proposal for performing environmental services at the above-referenced property.

SUBJECT PROPERTY INFORMATION

F&R received a request for a proposal from Dewberry (the Client), to perform wetland services and protected species review services on the Fisher Farm Greenway site located along the northeast side of West Branch Rocky River, approximately 200 feet northwest of the intersection of Rolland Drive and Ryker Way in Davidson, Rockingham County, NC (the Review Area). This proposal has been developed based on correspondence with the Client. Based upon the information provided, it is F&R's understanding that the Review Area to be assessed consists of an approximate 3,000-foot long and 100-foot wide corridor for a proposed greenway to connect the existing West Branch Rocky River Greenway to Fisher Farm in a rural area of residential land use.



SCOPE OF SERVICES

Task I: Limited Protected Resources Review

F&R will conduct a Limited Protected Resources Review (PRR), which will include a review of Historic Resources as well as Protected Species that may be affected by the proposed project. F&R will review online information concerning mapped archeological findings, architectural sites or other sites with historical significance, including cemeteries, at the State Historic Preservation Office (SHPO) GIS website. The results of the research will be presented to the SHPO in order to request comments from their office. Comments obtained from the SHPO office will also be provided to the Client. Please note the preliminary findings can be presented verbally; however, SHPO's comments will be issued under separate cover approximately 30 days after they receive the request.

Additionally, F&R will review information from the North Carolina Department of Environmental Quality – Natural Heritage Program (NC NHP) and the U.S. Fish and Wildlife Service (USFWS) in order to determine if protected species are likely to be affected by the proposed project. F&R will complete a review of online information concerning protected species, and other rare plants and animals that may have been mapped within the immediate vicinity of the project site. F&R will perform a brief wildlife habitat review of the project site for habitat suitable for protected species identified during the information review. F&R will then solicit comments from the NHP. Comments obtained from the respective agencies can be provided verbally to the client. However, NHP's comments will be issued under separate cover approximately 30 days after they receive the request.

Following the receipt of comments from the respective agencies associated with this task, F&R will prepare a brief letter summarizing our findings, which will include responses received from the agencies as well as recommendations based on our limited review. Please note that F&R is not proposing to perform a detailed field study for rare & endangered species or an intensive historical resources survey or archaeological assessment.

Task II: Wetland Delineation and Report

The West Branch Rocky River is located along the Review Area in a north to south direction and at least one unnamed tributary crosses the proposed greenway corridor. The potential for additional jurisdictional streams and wetland areas within the boundaries of the Review Area exists, and the location and extent of any jurisdictional "Waters of the US" (WOTUS) should be identified prior to proceeding with proposed improvement at the project site.



F&R is proposing to complete a Wetland Delineation for the Review Area and approximately 500 feet north and south of the Review Area, which will generally include the following items:

- An initial desktop review of potential wetland and stream features within or adjacent to the Review Area
- Field delineation of wetland and stream features within the Review Area
- Flag wetland boundaries and stream centerlines
- Collect GPS point locations for each wetland and stream flag
- Provide documentation of the Wetland Delineation effort, including a detailed report and maps showing the extents of wetlands and streams identified within the Review Area

Please see below for a detailed description of F&R's scope of services.

Data Collection and Review

F&R will review appropriate information sources to identify areas in the Review Area likely to be considered "Waters of the US" and/or "State Waters" (i.e., wetland, stream, and open water features) and subject to jurisdiction by Environmental Protection Agency (EPA) under Sections 404 and 401 of the Clean Water Act (CWA), in accordance with United States Army Corps of Engineers (USACE) and North Carolina Department of Environmental Quality (NCDEQ) protocols. F&R will produce Geographic Information System (GIS) based maps, in hard copy and/or digital form, depicting overall site conditions. Maps reviewed may include all or some of the following: United States Geological Survey (USGS) 1:24,000-scale topographic map, Natural Resource Conservation Service (NRCS) Soil Survey, National Wetland Inventory (NWI), and other relevant remote sensing data.

Site Observations / Flagging Boundaries

Following data collection and review, F&R will delineate jurisdictional wetlands and WOTUS within the Review Area. The identification of surface waters will be in general accordance with the USACE 1987 Wetland Delineation Manual and subsequent USACE clarification memorandums. Identification of streams will be in general accordance with the USACE stream assessment protocols and the NCDEQ Identification Methods of the Origins of Intermittent and Perennial Streams.



F&R will mark likely wetland boundaries and stream centerlines in the field with flagging containing sequential alphanumeric labels. F&R will complete USACE Routine Wetland Determination Data Forms, USACE Stream Quality Assessment Worksheets, and/or Stream Identification Forms for wetland and stream features found within the proposed Review Area to the extent considered necessary for regulatory agency review.

F&R will record the locations of flagged wetlands, streams, and open water features located within the Review Area using a dual-channel Global Positioning System (GPS) receiver capable of sub-meter horizontal accuracy. F&R will deliver to the Client a map of likely jurisdictional features identified on-site in digital format compatible with AutoCAD and ArcInfo that includes F&R's flag locations to be utilized by the site surveyor, as necessary. A map depicting the likely Jurisdictional features identified on-site will also be sent to the regulatory agencies as part of the request for agency field verification.

Surface Feature Report

F&R will prepare a brief letter report and maps depicting the estimated locations of wetlands, streams, and/or open water boundaries within the Review Area to substantiate F&R's determinations of likely CWA section 401 and 404 jurisdiction in accordance with NCDEQ and USACE protocols. F&R will not enter private property to identify jurisdictional features outside of the Review Area boundaries without the client's and owner's written permission.

This proposal does not include clearing excessive or thick vegetation that limits access within the Review Area. If excessive vegetation is encountered that limits access during our delineation efforts, additional fees may be required in order to complete the necessary on-site documentation. Additionally, F&R is not proposing to provide a planimetric survey of wetland or stream features. Wetland areas and stream centerlines/confluences will be identified and mapped in relation to the most recent GIS stream layer and NHD high-resolution flowlines.

Please note: Map(s) of potentially jurisdictional features prepared by F&R are meant for use as a reference document only and are not designed to satisfy any requirement for a survey plat by a licensed land surveyor and are not intended to be used for construction purposes. Additionally, F&R is not proposing to survey flagged feature locations.

Task III: Jurisdictional Determination Request

If necessary, F&R will submit the necessary documentation of our wetland and stream delineation for the Review Area to the USACE and NCDEQ as a Jurisdictional Determination Request (JDR). F&R will be available for one on-site meeting with the agencies for field verification of the delineation. The deliverable for this task will be the JDR requesting



concurrence from the agencies of the “Waters of the US” boundaries depicted by F&R. While F&R cannot guarantee written concurrence from either agency, it is typical for agencies to provide written concurrence such that the wetland boundaries and streams, as identified by F&R, are approved by the Agencies. Such concurrence is sometimes necessary prior to submitting permitting requests in anticipation of development or other site disturbance activities; however, some agency staff prefer to issue concurrence in conjunction with permits.

If necessary, F&R will record additional features and/or modified flag locations with a GPS receiver following regulatory agency verification utilizing the same methodologies described in Task I above. Updated maps identifying verified CWA Section 401 and 404 jurisdictional features will be delivered to the Client following regulatory agency verification, if applicable.

Task IV: Section 401/404 Wetland and Stream Permitting

All “Waters of the US” (WOTUS), which include streams, wetlands, tidal areas, and most ponds and lakes, are subject to Section 404 of the Clean Water Act (CWA), which is administered by the US Army Corps of Engineers (USACE), and Section 401 of the CWA, which is administered by the NCDEQ. F&R will prepare and submit Section 401 and 404 permit applications for regulatory agency review. Based on the proposed on-site activities, F&R presumes that the proposed impacts will be permitted under USACE Nationwide Permit (NWP) 14; however, the USACE reserves the right to make the determination as to what type of permit will apply based upon their review of the project plans. F&R assumes the project will be designed and built in accordance with the general requirements of the permits.

F&R will require information from the Client, others working on the project, regulatory agencies, and/or other government entities in order to complete permitting requirements. Requested information may include, but is not limited to: project descriptions; a purpose and need statement; on-site and off-site design alternatives; exhibits; and information concerning the required permits and approvals. F&R understands that the Client will provide F&R with surveys, impact maps, impact calculations, and other items necessary to complete the permit application, as required.

It is F&R’s understanding that the client will prepare a site plan, stamped by a surveyor licensed in North Carolina, showing the extents of the jurisdictional “Waters of the United States” within the project site and their potential impacts by easement outline(s), riser locations, and all other “attendant” features. It is F&R’s understanding that plans prepared by the client will be in compliance with requirements set forth by the USACE and NCDEQ permit language, including, but not limited to: a side profile of proposed crossing location(s), detailed drawing of proposed structure(s) required for any stream crossing; closed polygon delineating area of impact to jurisdictional wetlands and linear impact to jurisdictional



streams; and a description of the method of construction for proposed open water crossings. F&R will assist the Client and/or a professionally licensed surveyor designated by the client in preparing plans, sketches, and drawings depicting water quality impacts in accordance with regulatory agency requirements.

F&R has included an allowance in the Cost Estimate to account for the application fee(s) associated with the USACE and/or DWR permit review. However, this proposal does not include fees for mitigation. F&R will coordinate with regulatory agencies and determine the amount of impacts, application fees, and mitigation fees (if required) and present that information to the client so that the client or owner may deliver the appropriate fees directly to the mitigation bank(s) and/or In-Lieu Fee Program, as necessary.

FEES AND SCHEDULING

Based on the scope of work outlined above, the fees of these services are as follows:

Task I - Limited Protected Resources Review:	\$2,000.00
Task II - Wetland Delineation:	\$8,000.00
Task III - Jurisdictional Determination Request:	\$2,150.00
Task IV - Section 401/404 Wetland Permitting:	\$7,800.00
	Total \$19,950.00
 Task V - T&E Species Surveys (Contingency):	 \$40,000.00
	Total with Contingency \$59,950.00

F&R proposes to perform this work on a lump sum basis. A fee breakdown with unit rates and quantities is attached to this proposal. We anticipate that Wetland Delineation work can begin within one week of receiving authorization to proceed (ATP). A digital (PDF) copy of the wetland delineation findings and PSR is anticipated to be issued within three weeks from completion of the field work. If this scheduling is not acceptable, alternate scheduling can be arranged. The JDR Task will be completed subsequent to the finalization and acceptance of the Wetland Delineation Report. Scheduling for this Task is dependent on the reviewing agencies.

LIMITATIONS

This proposal does not include the following services: surveying or survey-grade GPS location of features; formal protected species surveys; archaeological surveys; formal cultural resource surveys; surveying property boundaries; clearing vegetation that limits access; working in or around potentially hazardous areas; conducting additional site visits



and/or meetings not specifically included in the scope of services; performing functional wetland assessments; contesting USACE or DWR jurisdictional field verifications; providing a Jurisdictional Determination (JD) Plat; preparing Permit applications; preparing a mitigation plan or securing mitigation credits in the event that impacts are greater than allowable thresholds; mitigation or application fees; or other services not specifically stated within this proposal.

ACKNOWLEDGEMENTS

Should you have any questions concerning this Proposal, please contact the undersigned at 919.828.3441. In order to formally authorize F&R to proceed, please issue a work order in accordance with this proposal. We appreciate the opportunity to serve as your Environmental Consultant and look forward to working with you on this project.

Sincerely,

FROEHLING & ROBERTSON, INC.

Hillary Battle
Senior Environmental Scientist

Elias Ruhl
Branch Manager

Attachments: General Terms, Conditions, and Limitations
Fee Summary
Subject Property Information



GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Froehling & Robertson, Inc. by virtue of providing the services described in this proposal does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, State, or Federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. The CLIENT agrees to notify the appropriate local, State, or Federal public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.

The scope of work will be limited to what is provided for in this proposal. By engaging F&R, Client warrants that they have full legal authority to provide access to the property to F&R in order to perform our proposed scope of work. This evaluation will not constitute an exhaustive evaluation of the site or extant reports. Our services will be based upon available data and upon current industry standards. Under this scope of services, F&R assumes no responsibility regarding response actions conducted by the Client and/or outside contractors initiated as a result of this study(s). Response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or federal requirements, and should be performed by appropriate trained and licensed-personnel, as warranted. F&R also assumes no responsibility regarding implementation of any recommendations made as a result of this report.

The findings, recommendations, or discussions provided as part of our services should not be construed in any way as a recommendation to purchase, sell, or develop the project site. F&R retains the right to revise our opinions or conclusions if new information is later discovered or made available.

When hazardous materials are known, assumed or suspected to exist at a site, F&R is required to take appropriate precautions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to follow procedures that an engineer deemed prudent to minimize physical risks to employees and the public. The CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, the CLIENT has so informed F&R.

If pollutants are discovered that, in our sole opinion, pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated costs will be reconsidered and that this contract shall immediately become subject to renegotiation or, in the sole discretion of Froehling & Robertson, termination. If accepted, these stated prices are subject to a negotiated increase after a 90-day period.





Fisher Farm Greenway
Davidson, Mecklenburg County, NC
Wetland Consulting Services
Fee Summary

September 9, 2025

F&R Proposal No. 2559-00424

Item	Quantity	Units	Rate	Total
Task I: Protected Resources Review				
Protected Resources Review	1	report	\$2,000.00	\$2,000.00
Subtotal				\$2,000.00
Task II: Wetland Delineation and Report				
Project Management, Data Collection & Data Review				
Environmental Project Manager	4	hour	\$175.00	\$700.00
Wetland Scientist II	4	hour	\$125.00	\$500.00
GIS Analyst	2	hour	\$100.00	\$200.00
Field Work				
Wetland Scientist II	16	hour	\$125.00	\$2,000.00
Wetland Scientist I	16	hour	\$100.00	\$1,600.00
GPS Daily Equipment Fee	2	day	\$200.00	\$400.00
Supplies	2	day	\$50.00	\$100.00
Trip Charge	2	each	\$100.00	\$200.00
Report & Mapping				
Wetland Scientist II	10	hour	\$125.00	\$1,250.00
GIS Analyst	5	hour	\$100.00	\$500.00
Environmental Senior Scientist	2	hour	\$225.00	\$450.00
Clerical	1	hour	\$100.00	\$100.00
Subtotal				\$8,000.00
Task III: Request for JD and Agency Field Verifications				
JD Request, Coordination & Filed Verification				
Wetland Scientist II	12	hour	\$125.00	\$1,500.00
GIS Analyst	2	hour	\$100.00	\$200.00
Environmental Project Manager	2	hour	\$175.00	\$350.00
Trip Charge	1	each	\$100.00	\$100.00
Subtotal				\$2,150.00
Task IV: Section 401/404 Wetland Permitting				
Project Management, Meetings & Preliminary Coordinatio				
Environmental Project Manager	6	hour	\$175.00	\$1,050.00
Senior Wetland Scientist	5	hour	\$225.00	\$1,125.00
Submittal, Coordination, and Review				
Environmental Project Manager	4	hour	\$175.00	\$700.00
Wetland Scientist II	18	hour	\$125.00	\$2,250.00
Geospatial Analyst	5	hour	\$100.00	\$500.00
Senior Wetland Scientist	5	hour	\$225.00	\$1,125.00
Clerical	1	hour	\$100.00	\$100.00
NC DWR Permit Review Fee	1	hour	\$950.00	\$950.00
Subtotal				\$7,800.00
Grand Total				\$19,950.00

Fisher Farm Greenway

Legend

Project Corridor

Review Area

West Branch Rocky River

River Wy

E Rocky River Rd

E Rocky River Rd

Endor WY

Kistle

1000 ft





Tristan McMannis, PLA
Dewberry Engineers, Inc.
9300 Harris Corners Parkway, Suite 220
Charlotte, NC 28269-3797

September 9, 2025

Re: **Proposal for Subsurface Exploration and Geotechnical Services**
F&R Proposal No. 2563-00111
Fisher Farm Greenway Extension
Davidson, North Carolina

Mr. McMannis:

As requested, Froehling & Robertson, Inc. (F&R) is pleased to provide this proposal for subsurface exploration and geotechnical engineering services associated with the Fisher Farm Greenway extension project in Davidson, North Carolina. Project information was provided via email between members of F&R and Dewberry Engineers. Included in the email correspondence was a PDF document and Google Earth file, each denoting the proposed trail alignment (filenames: *Allman Dr Greenway.pdf* and *Fisher Farm CL and 70' Corr.kmz*).

PROJECT INFORMATION AND REQUESTED SERVICES

F&R understands that an extension is being proposed to the existing West Branch Rocky River Greenway near Fisher Farm Park in Davidson, North Carolina. The new greenway path will begin near the southern end of the Fisher Farm Park property and extend to the southeast generally following along an existing natural gas line easement. Shortly before the end of the easement, near Ryker Way, the greenway path will make 90-degree turn to the south and proceed toward West Branch Rocky River where it will integrate with the existing Narrow Passage Greenway. The proposed greenway path extension is approximately 3200 feet in length and will have three elevated boardwalk portions. A summary of the elevated boardwalks is presented in the table below.

Elevated Boardwalk Summary			
Location	Est. Beginning Station	Est. Ending Station	Approximate Length (feet)
Boardwalk 1	13+10	13+60	50
Boardwalk 2	15+10	19+80	470
Boardwalk 3	26+10	28+35	225



F&R understands that the proposed at-grade portions of the greenway path will be paved with asphalt. However, information regarding the construction and structural loading of the elevated boardwalks has not been provided at this time. From our prior experience on other similar projects, F&R envisions that the boardwalks will be supported by driven timber piles, constructed with timber framing, and utilize either wood or concrete as the decking material. F&R requests that structural loading information for the proposed boardwalks be provided to aid in our analysis. If none is provided then we will utilize assumed loading conditions of 30 kips of axial compression, 8 kips of lateral shear, and 5 kips of transverse shear based on our previous experience with other similar structures. As indicated on the provide plan and profile drawing, we understand that proposed cuts and fills for the new greenway path will generally be on the order of 3 to 4 feet in depth.

GEOTECHNICAL SCOPE OF SERVICES

In order to accomplish our reporting objectives, we propose to undertake the following scope of services:

- 1) Visit the site to observe existing surface conditions and features and mark exploration locations;
- 2) Coordinate utility clearance with NC-811 services. At this time, F&R has not included the cost of hiring a private utility locator. If desired, or later deemed necessary, F&R can acquire these services.
- 3) Execute a subsurface exploration program consisting of up to nineteen (19) Standard Penetration Test (SPT) soil borings along the proposed new trail alignment. The proposed test locations are shown on the attached conceptual boring location plan. The SPT borings will be drilled to planned termination depths ranging from 10 to 25 feet below existing grade or to auger refusal/auger skewing, whichever is encountered first. The proposed exploration includes up to 340 linear feet of SPT soil drilling at this time. If auger refusal on very hard or very dense material is encountered, the borings will be terminated at that depth. F&R is not proposing to explore the nature of refusal and no rock coring is planned at this time. F&R understands that tree removal is not allowed. In the event an SPT boring cannot be performed to due site constraints, the boring will be adjusted to a hand auger with Dynamic Cone Penetrometer (DCP) testing. Hand augers will be performed to a depth of up to 10 feet by manually rotating a 3-inch diameter auger bucket. DCP testing will be performed at nominal 1 foot intervals beginning at the ground surface.
- 4) Record groundwater measurements within the boreholes during and upon completion of drilling operations. SPT boring locations along the boardwalks will have temporary piezometers selectively placed following the completion of drilling activities to facilitate additional (next-day) measurements.





- 5) Perform a laboratory testing program consisting of up to six (6) geotechnical index tests (including Atterberg limits, Wash No. 200 sieve analysis, natural moisture);
- 6) Prepare a geotechnical report written by and/or supervised by licensed engineers. The report will include the following information:
 - Description of the proposed construction and project site;
 - Descriptions of the regional geology, field exploration, and laboratory testing programs, including preparation of a site location plan, boring location plan and a summary of laboratory testing results;
 - Description of the site subsurface conditions including the preparation of typed Boring Logs and a Subsurface Profile;
 - Descriptions of site groundwater conditions encountered and impact of groundwater on the proposed construction.
 - Site preparation and earthwork construction recommendations including evaluation of site soils for use as structural fill, and soil compaction requirements for fill and backfill;
 - Geotechnical recommendations for foundation design, excavation conditions, and construction including evaluation of different foundation systems, design parameters, settlement estimates, and construction procedures; and,
 - Recommendations for quality assurance materials testing and construction observations.

By the nature of the work to be performed, our exploration activities may result in disturbances to the site. Reasonable efforts will be made to reduce disturbance; however, remediation of the site to a pre-explored condition beyond backfilling of the boreholes is not included. Completed boreholes will be backfilled with auger cuttings (soil). However, periodic observation and maintenance of the backfilled borings should be performed as the boring backfill could settle over time resulting in ground surface subsidence.

Our proposed scope of geotechnical services does not include survey services, quantity estimates, civil, environmental, stormwater, or structural engineering services, preparation of plans or specifications, formal slope stability, scour analysis, retaining wall design, evaluations of earthquake motions, or the identification and evaluation of wetland or other environmental aspects of the project site. Additionally, we have presumed that buried debris will not be encountered; therefore, methods to penetrate such debris has not been included in our scope at this time.

Our proposal has assumed that utility clearance by NC-811 services will be sufficient to clear utilities at the site. However, if needed and authorized, F&R can provide for a private utility location service in areas where knowledge of underground utilities are not definitive enough to safely perform required borings that are in very close proximity to the non-defined utilities.





FEE ESTIMATE AND SCHEDULE

We propose an estimated fee of \$22,505 for the base scope of services for the SPT boring exploration outlined above. While the SPT exploration is preferred (to attain deeper data for boardwalk support recommendations) we have additionally prepared, as requested, a separate cost estimate for an exploration that only utilizes hand auger borings. Accordingly, we have also provided an estimated fee of \$18,335 for an exploration using only hand augers; however design level recommendations for boardwalk support should not be anticipated on the sole basis of hand auger data and SPT borings will ultimately be required .

Our services will be performed in accordance with the above-provided scope. While our maximum anticipated fee limit cannot be guaranteed, since variable conditions and design evolutions could alter the scope of services required, we do agree to a maximum total project fee of this amount for this exploration phase of services without further authorization.

If needed, the fees for services beyond our proposed scope would be in accordance with our prevailing unit fee schedule or as negotiated at that time. Requested geotechnical consultation after issuance of the completed subsurface exploration and geotechnical evaluation report, attendance to meetings, or other requested services not included in the provided base scope and fee, will also be charged in accordance with our prevailing or negotiated unit rates.

At this time, we can typically mobilize to a site to perform the field work within about 4 weeks after receipt of a notice to proceed. Once mobilized, the exploration program should be completed within 2 business days. If the exploration is conducted using hand augers then we can typically mobilize personnel to the site within 2 weeks. We estimate that a hand auger exploration could be completed within 3 days.

The laboratory testing program should be completed within 7 to 10 business days following the fieldwork. The written report can be expected within about two weeks following completion of the laboratory testing and/or, if still awaiting, receipt of all necessary and pertinent information to finalize our recommendations.

F&R cooperates with the NC 811 program. In accordance with State Law, 811 will be contacted prior to mobilization to the project site. We must allow 72 hours, starting at 7 AM the day following our initial call to 811, for the appropriate utility companies to mark service lines in the vicinity of the project site.





ADDITIONAL STIPULATIONS

The Client recognizes that a discovery of hazardous materials or suspect hazardous materials may require immediate measures to protect human health and safety, and/or the environment. If, while performing our services, pollutants are discovered that in our sole opinion pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated costs will be reconsidered and that this contract shall immediately become subject to renegotiation or, in the sole discretion of F&R, termination. In the event the project site is not owned by the Client, the Client warrants that he has obtained all necessary permissions for F&R to enter onto the site. If, during the conduct of the study the presence of hazardous materials is indicated, or if insufficient information is available to render a complete report, then the work scope and associated costs may have to be expanded. We will advise you if additional work and costs are necessary prior to undertaking any additional work.

CLOSING

F&R appreciates the opportunity to provide subsurface exploration and geotechnical engineering services for you on this project. In order to formalize an agreement for our services, please provide us a Services Purchase Order.

Respectfully,
FROEHLING & ROBERTSON, INC.

Carver J. Warren, P.E.
Geotechnical Department Manager


09/09/2025
Andrew R. Frank, P.E.
Regional Senior Geotechnical Engineer

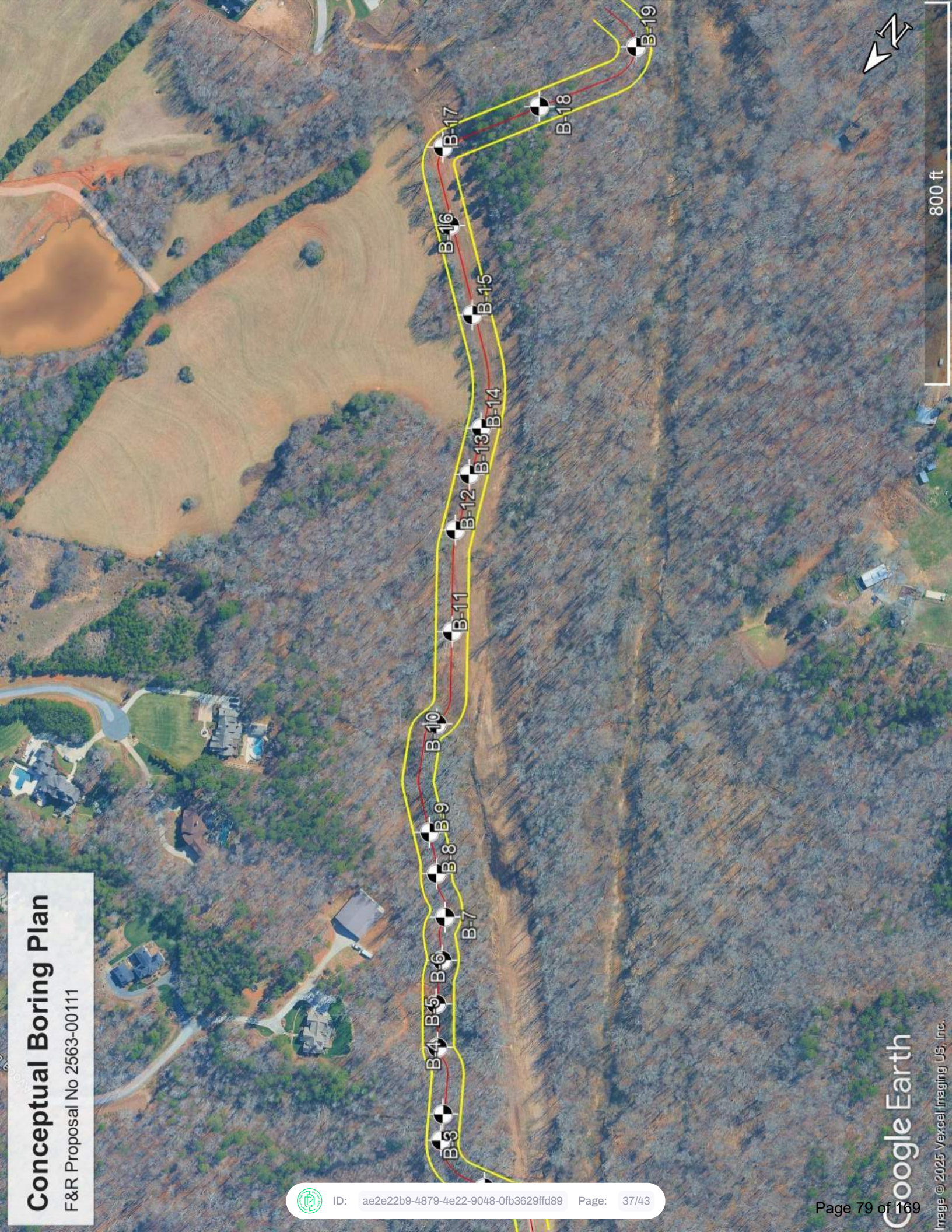
Email Distribution: tmcmannis@Dewberry.com

Attachments: Conceptual Boring Location Plan
 SPT Borings Fee Estimate
 Hand Auger Boring Fee Estimate
 GBA Important Information about This Geotechnical Engineering Proposal



Conceptual Boring Plan

F&R Proposal No 2563-00111





**FEE ESTIMATE - Geotechnical Services
Dewberry - Fisher Farm Greenway Ext (SPT Borings)**

September 9, 2025

F&R Proposal No.: 2563-00111

ITEM	UNIT RATE	UNITS	ESTIMATED QUANTITY	COST
1.0 Field Exploration				
1.1 Mobilization of Drill Rig & Crew	\$ 1,000.00	/each	1	\$ 1,000.00
a) Additional Mileage (≤ 100 miles RT)	\$ 6.00	/mile	0	\$ -
1.2 Daily Drill Rig Minimum Cost (low footage)	\$ 2,500.00	/day	0	\$ -
1.3 SPT Borings				
a) SPT N-Values < 100 bpf (Depth ≤ 50 ft)	\$ 20.00	/foot	300	\$ 6,000.00
b) SPT N-Values > 100 bpf (Depth ≤ 50 ft)	\$ 26.00	/foot	40	\$ 1,040.00
c) Temporary Piezometer	\$ 4.50	/foot	250	\$ 1,125.00
1.4 Crew Time:				
a) Difficult moving, Site Clean-up, etc.	\$ 275.00	/hour	8	\$ 2,200.00
b) Asphalt Patch	\$ 45.00	/each	0	\$ -
c) Closure Plug	\$ 15.00	/each	0	\$ -
d) Per Diem	\$ 415.00	/day	0	\$ -
1.5 Staff Engineer/Geologist				
Field Exploration	\$ 135.00	/hour	6	\$ 810.00
b) Trip Charge	\$ 30.00	/trip	1	\$ 30.00
c) Per Diem	\$ 200.00	/day	0	\$ -
1.6 Traffic Control	\$ 2,500.00	/day	0	\$ -
			Subtotal	\$ 12,205.00
2.0 Geotechnical Laboratory Testing				
2.1 Atterberg Limits	\$ 135.00	/each	6	\$ 810.00
2.2 Gradation with Wash 200	\$ 55.00	/each	6	\$ 330.00
2.3 Natural Moisture Content	\$ 15.00	/each	6	\$ 90.00
			Subtotal	\$ 1,230.00
3.0 Professional Services				
3.1 Deputy Chief Engineer	\$ 245.00	/hour	6	\$ 1,470.00
3.2 Project Engineer	\$ 175.00	/hour	30	\$ 5,250.00
3.3 Staff Engineer	\$ 135.00	/hour	16	\$ 2,160.00
3.4 CAD Technician	\$ 125.00	/hour	0	\$ -
3.5 Admin	\$ 95.00	/hour	2	\$ 190.00
			Subtotal	\$ 9,070.00
			TOTAL	\$ 22,505.00





FEE ESTIMATE - Geotechnical Services
Dewberry - Fisher Farm Greenway Ext (Hand Augers)

September 9, 2025

F&R Proposal No.: 2563-00111

ITEM	UNIT RATE	UNITS	ESTIMATED QUANTITY	COST
1.0 Field Exploration				
1.1 Mobilization of Drill Rig & Crew	\$ 1,000.00	/each	0	\$ -
a) Additional Mileage (≤ 100 miles RT)	\$ 6.00	/mile	0	\$ -
1.2 Daily Drill Rig Minimum Cost (low footage)	\$ 2,500.00	/day	0	\$ -
1.3 SPT Borings				
a) SPT N-Values < 100 bpf (Depth ≤ 50 ft)	\$ 20.00	/foot	0	\$ -
b) SPT N-Values > 100 bpf (Depth ≤ 50 ft)	\$ 26.00	/foot	0	\$ -
c) Temporary Piezometer	\$ 4.50	/foot	0	\$ -
1.4 Crew Time:				
a) Difficult moving, Site Clean-up, etc.	\$ 275.00	/hour	0	\$ -
b) Asphalt Patch	\$ 45.00	/each	0	\$ -
c) Closure Plug	\$ 15.00	/each	0	\$ -
d) Per Diem	\$ 415.00	/day	0	\$ -
1.5 Hand Auger Team				
a) Field Exploration	\$ 310.00	/hour	26	\$ 8,060.00
b) Trip Charge	\$ 25.00	/hour	3	\$ 75.00
1.6 Traffic Control	\$ 2,500.00	/day	0	\$ -
			Subtotal	\$ 8,135.00
2.0 Geotechnical Laboratory Testing				
2.1 Atterberg Limits	\$ 135.00	/each	6	\$ 810.00
2.2 Gradation with Wash 200	\$ 55.00	/each	6	\$ 330.00
2.3 Natural Moisture Content	\$ 15.00	/each	6	\$ 90.00
			Subtotal	\$ 1,230.00
3.0 Professional Services				
3.1 Deputy Chief Engineer	\$ 245.00	/hour	6	\$ 1,470.00
3.2 Project Engineer	\$ 175.00	/hour	30	\$ 5,250.00
3.3 Staff Engineer	\$ 135.00	/hour	16	\$ 2,160.00
3.4 CAD Technician	\$ 125.00	/hour	0	\$ -
3.5 Admin	\$ 90.00	/hour	1	\$ 90.00
			Subtotal	\$ 8,970.00
			TOTAL	\$ 18,335.00

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Proposal



Prepared For

Prepared By

Company Dewberry
Name Tristan McMannis
Address _____
City, State ZIP _____
Email tmcmanis@Dewberry.com

Project Name Fisher Farm

Company Center Line Locating, LLC
Name Becky Ammons
Address PO Box 38251
City, State ZIP Charlotte, NC
Phone 803-524-6555
Email becky@cllocating.com
Date 9/11/2025

Scope of Work

Center Line Locating appreciates the opportunity to provide a formal bid for locating underground utilities at the "Fisher Farm" project in "Charlotte, NC".

Locate	2,950	LF	\$	1.50	per LF	\$	4,425.00
Total						\$	4,425.00

Please Note

Payment terms are Net 30 from job completion date. Storm and sewer lines are normally PVC or concrete and are usually unlocatable. Center Line Locating does not provide GPR or survey points for CAD. Each soft dig will have a data sheet provided with pertinent information regarding the exposed utility. DOT may require additional fees for permits which will be reflected in final invoice to client.

Becky Ammons
Submitted by Becky Ammons

9/11/2025
Date

Client Acceptance

I, "Dewberry", accept the above scope of work and estimated cost for the "Fisher Farm" project.

Client Signature

Date





October 16, 2025

Town of Davidson Board of Commissioners
251 South Street
Davidson, NC 28036

Dear Commissioners:

On November 6, Davidson Housing Coalition is hosting a block party for residents of our rental and landlease properties, our immediate neighbors in West Davidson, and Town residents at large. (You should have all received an electronic Save the Date cards soon!) The event will include a food tent hosted by Davidson Presbyterian Church, music by Zeb Harrison and Sounds of Praise, and a free ice cream bar with Ben and Jerry's ice cream. This will be our fourth block party, and we are delighted to offer it to the community!

The event will be held in the area immediately adjacent to DHC's community room at 220 Sloan Street on Thursday, November 6, 2025 between 5 p.m. and 7 p.m. Because we expect the music could go over the decibel limit of 60 dBA for the Town of Davidson's sound ordinance, we would like to request a variance for this event.

In addition to requesting the variance, we also plan to alert neighbors within a three block radius of the event by placing flyers on their doorsteps, inviting them to the event and advising them of the additional noise days in advance of the event. Thank you for your consideration of this request! Please let me know what questions you have for me. (And I hope to see each of you there!)

Best,

A handwritten signature in blue ink, appearing to read "Connie Wessner".

Connie Wessner
Executive Director

220-A Sloan Street
Davidson, NC 28036
(704) 892-4486

davidsonhousing.org

October 13, 2025
Town of Davidson Board of Commissioners
216 South Main Street
Davidson, NC 28036

Dear Members of the Board,

I am writing as the President of Sigma Alpha Epsilon at Davidson College to request a noise variance for one of our chapter's signature events, Grapes & Cheese, scheduled for Wednesday, November 12, 2025, from 9:00 p.m. to 12:00 a.m. The social will take place at the Sigma Alpha Epsilon house on the Davidson College campus, with a professional band performing on the back lawn.

I sincerely apologize for submitting this request later than we should have. That is on me, and I'm truly sorry for the added inconvenience. If at all possible, we would be very grateful for this variance to be presented to the Board at the earliest available opportunity.

Because amplified music may exceed the Town of Davidson's 60 dBA sound ordinance limit, we are seeking a variance for the duration of the band's performance. We will take steps to be good neighbors: the stage and speakers will be oriented away from nearby residences, we will actively monitor volume throughout the night, and all amplified sound will end by 12:00 a.m. In addition, we will notify residents within a three-block radius in advance by delivering door hangers or mailbox notes. We are happy to expand the notification area at the Board's direction.

Our chapter leadership will be on site to ensure the event is safe, orderly, and respectful of the community. Campus staff and our chapter officers will be the points of contact throughout the event.

Thank you very much for your consideration of this request, and again, I'm sorry we did not get this to you sooner. Please let me know if there are any questions or if we can provide additional information. We would greatly appreciate the opportunity to have this variance considered as soon as possible.

Sincerely,

Jack Pashel
President, Sigma Alpha Epsilon — Davidson College
[japashel@davidson.edu] · [303-218-0552]



AGENDA MEMO

To: Davidson Board of Commissioners

From: Austin Nantz, Assistant Town Manager

Date: October 28, 2025

Re: Review Community Navigator Demonstration Program

ITEM SUMMARY/OVERVIEW

Cherese Spand, from Legacy on the West Side, Inc. will discuss the experience and outcomes from the Community Navigator Demonstration Program. The objective of the Community Navigator project is to improve community awareness of the assistance and services available as well as access to those programs for town residents. As presented at the January 14, 2025 Board of Commissioners meeting, the vision was for the program to serve as a “matchmaker” pairing residents in need with existing services. Another important aspect of the program is the focus on establishing trust with the community– with Legacy on the Westside as a known and active entity – to make it easier for residents to seek out the help they need. The Community Navigator program, which was continued with a new grant agreement and funding for FY2026, does not replace or compete with other services or agencies, but instead focuses on making sure residents are aware of resources available in categories that include housing issues, food accessibility, health care, and more.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town’s Affordable Housing program.

Core Values

Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Citizens are the heart of Davidson, so town government will treat all people fairly, with courtesy and respect.

Open communication is essential to an engaged citizenry, so town government will seek and provide accurate, timely information and promote public discussion of important issues.

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

Citizens must live in a healthy environment, so town government will protect watersheds, trees, air quality, and other elements of the town's ecology.

NEXT STEPS

n/a



Community Navigator Program Demonstration Legacy on the Westside, Inc

Cherese L. Spand
Executive Director
October 28, 2025

www.townofdavidson.org

Legacy on the West Side, Inc. Serving Davidson's Historic Community

Legacy on the West Side founded in 2022 by community residents Daisy Raeford, Elizabeth Wilson and Cherese Spand. Recognized a need for more services built on Advocacy through Preservation, Education, Collaboration and Revitalization.

Legacy's Initial Focus

Preserve integrity of the Historic Lakeside Community.

Protect neighborhood legacy.

Provide advocacy and information on available resources.

Demonstration Period

Began: January 28, 2025

Completed: June 30, 2025

New grant agreement for FY2026 with Town and Legacy.

Expanded Outreach

Partnership with Koa Goode/Davidson Police Co-Responder
Expanded to serve entire 28036 zip code

“Through collaboration with KOA, the Davidson Police Department’s Co-Responder, our reach quickly expanded. Which initially began within one neighborhood has grown into serving the entire 28036 zip code.”

Strategic Pillars

Poverty Definition = Food, Clothing and Shelter

Emergency Housing Needs

Resident Advocacy

Community Partnerships/Resources

Community Impact (Highlights)

During our demonstration period January 28, 2025 – June 30, 2025
(5 mos)

Numbers reflect March-June

Secured an office space at 212 S. Main Street, Suite #320

425 Total hours (more meetings)

127 Families served

33 Inbound referrals

Community Impact (Highlights)

Numbers reflect: Current period July 2025 - October 2025
(3 mos)

460 Total hours (Phone calls, home visits, advocacy)

160 Touch points

23 Families served

10 Inbound referrals

Strategic Pillars

During this year we have made referrals to the following resources:

- Therapists, Financial assistance and/or Financial professionals, Attorneys, food pantries, County resources, Household items via collaborations with other NP organizations, Senior need services, Mecklenburg County DSS and resources.
- The amount of manpower/hours has increased substantially over the last 9 months.

Advocacy in Action

One powerful example of our advocacy: an 84-year-old resident was at risk of being placed into a facility. We advocated for her right to age in place and she is now at home, where she can age in place.

Another example: a tree fell on a residential roof after a major storm, we collaborated with Cornelius and Huntersville to have the tree removed from the home within 24 hours.

This level of advocacy is at the heart of our mission.

Teachable Moments

- 1) The entire zip code of 28036 are in need of our services.
- 2) The residents are beyond grateful for the TOD providing this innovative resource.
- 3) Legacy's Strategic Plan for 2026 is more robust than our original thought process of a concentrated neighborhood.
- 4) Regardless of the street address the crisis needs are similar.
- 5) We lack short-term and/or emergency housing.

Looking Ahead into 2026

- Fundraising initiatives for 2026
- Additional volunteers and staff to expand services.
- Deepening community impact.
- “Looking into 2026, we’re focused on raising funds and building a dedicated team in an effort to serve more families strategically and sustainably.

Community Impact (Highlights)

Testimonials

“Our emergency resources are making a real difference — from HVAC installation for families, replacing storm doors, providing senior resources/ advocacy, to helping residents with emergency housing costs and utilities.

These might seem small, but they represent safety, dignity, and relief for families in crisis.”

NEXT STEPS:

“Preserving our vibrant community one Pillar at a time”.

Thank you for your time and support.

Legacy on the Westside/Davidson is looking forward to 2026 and beyond. We thank you for partnering with us to help keep the vision within the community strong.”

DISCUSSION





AGENDA MEMO

To: Davidson Board of Commissioners

From: Ryan Monteith, Fire Chief

Date: October 28, 2025

Re: Consider Approval of Phase 1 Items for Fire Station 1

ITEM SUMMARY/OVERVIEW

At the October 14th Board of Commissioners Meeting, Fire Chief Ryan Monteith and Finance Director Piet Swart presented the Phase 1 Design Services Contract for Fire Station 1 as well as an overview of the preferred construction delivery method of Construction Manager at Risk. The town has selected Stewart-Cooper-Newell Architects as the architect of record for the Fire Station 1 project. The Board of Commissioners would be approving the Phase 1 contract, which includes Programming and Schematic Design Development. Phase 2 of the design process includes construction documents and that contract will be brought back to the Board of Commissioners for approval at a later date.

ACTION/PROPOSED MOTION

Motion to approve the phase one design contract for Fire Station 1 with Stewart-Cooper-Newell Architects, P.A. as presented, budget amendment 2026-06, and Resolution 2025-28 designating Construction Management at Risk as the delivery method for the project.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Core Values

Citizens are the heart of Davidson, so town government will treat all people fairly, with courtesy and respect.

Davidson must be a safe place to live, work, and raise a family, so the town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

Davidson's economic health is essential to its remaining a sustainable community, so town

government will judiciously encourage and guide the location of new business opportunities.

NEXT STEPS

If approved, staff will commence the phase 1 design work with Stewart-Cooper-Newell.



Fire Station 1 Design Services and Construction Management at Risk

J. Ryan Monteith, Fire Chief
Piet Swart, Finance Director
Board of Commissioners Meeting
October 28, 2025

www.townofdavidson.org

Plans Alignment

Core Values

- **Safety and Well-being:** The town prioritizes creating a safe environment for residents, emphasizing crime prevention and protecting lives, property, and the public realm.
- **Effective and Efficient Public Services:** Davidson aims to provide efficient and effective public services, including protecting health, safety, and welfare, ensuring equal access, and fostering innovation.

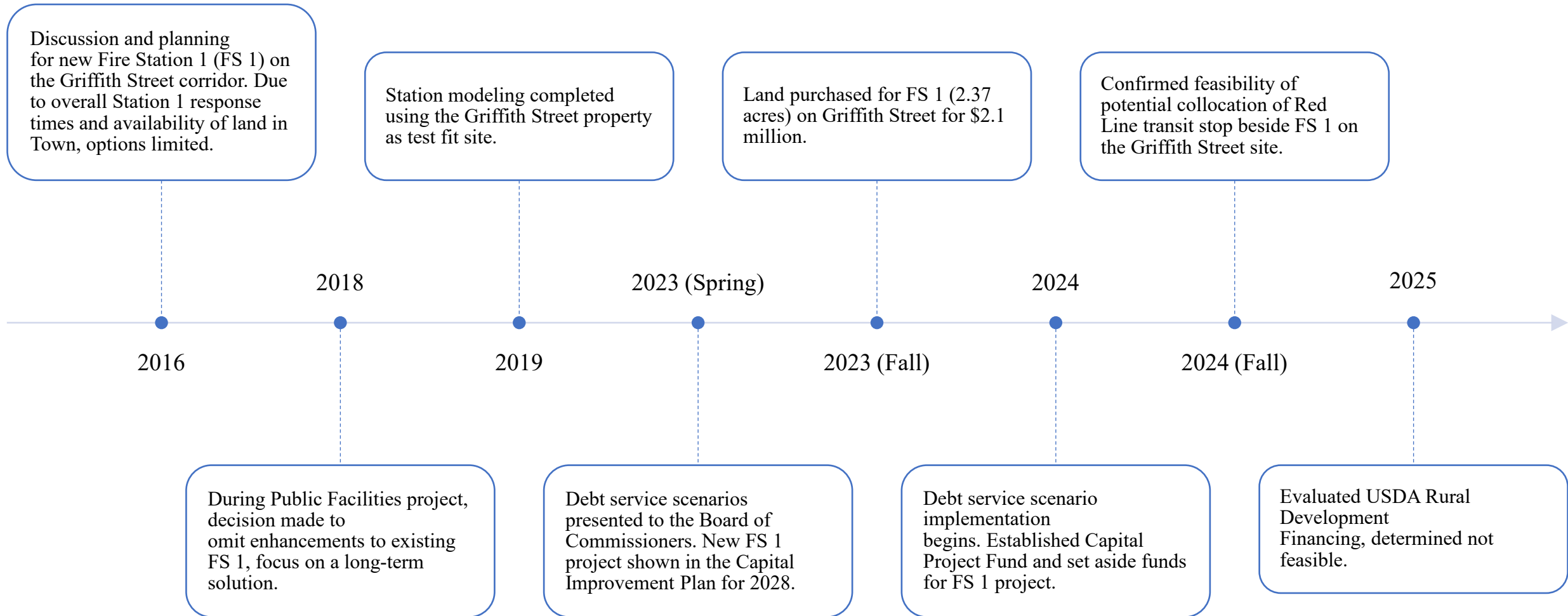
Comprehensive Plan

- **Efficient and High-Quality Public Services:** The town will provide efficient and high-quality public services and facilities that meet the community's needs and promote the health, safety, and wellbeing of all community members.

Strategic Plan

- **Healthy, Livable, and Vibrant Community:** Provide a safe and secure community utilizing best practices and standards.
- **Operational Excellence:** Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and professional and committed workforce.

History



Background on Design Services

- The Town Board approved the process for Request for Qualifications (RFQ) for Fire Station 1 design services at the April 8, 2025 meeting.
- The Town contracted with Storey Program Management (Storey) to serve as Project Manager (PM) during the design process.
- Storey developed the RFQ for design services and facilitated the architect interview and selection process.
- Town staff and Storey reviewed proposals and interviewed two architectural firms for design services.

Who is the Architect?

- Stewart-Cooper-Newell (SCN) Architects selected for design services for Fire Station 1.
- Local firm, based in Gastonia, NC.
- Well known in the industry with a lengthy and distinguished record of designing fire stations both locally and nationally.
- Known for their ability to design fire stations that meet the needs of departments and the communities they serve.
 - Examples of local projects underway include new Pineville fire station and a new fire station at Charlotte Douglas International Airport.

Construction Management at Risk – (CMAR)

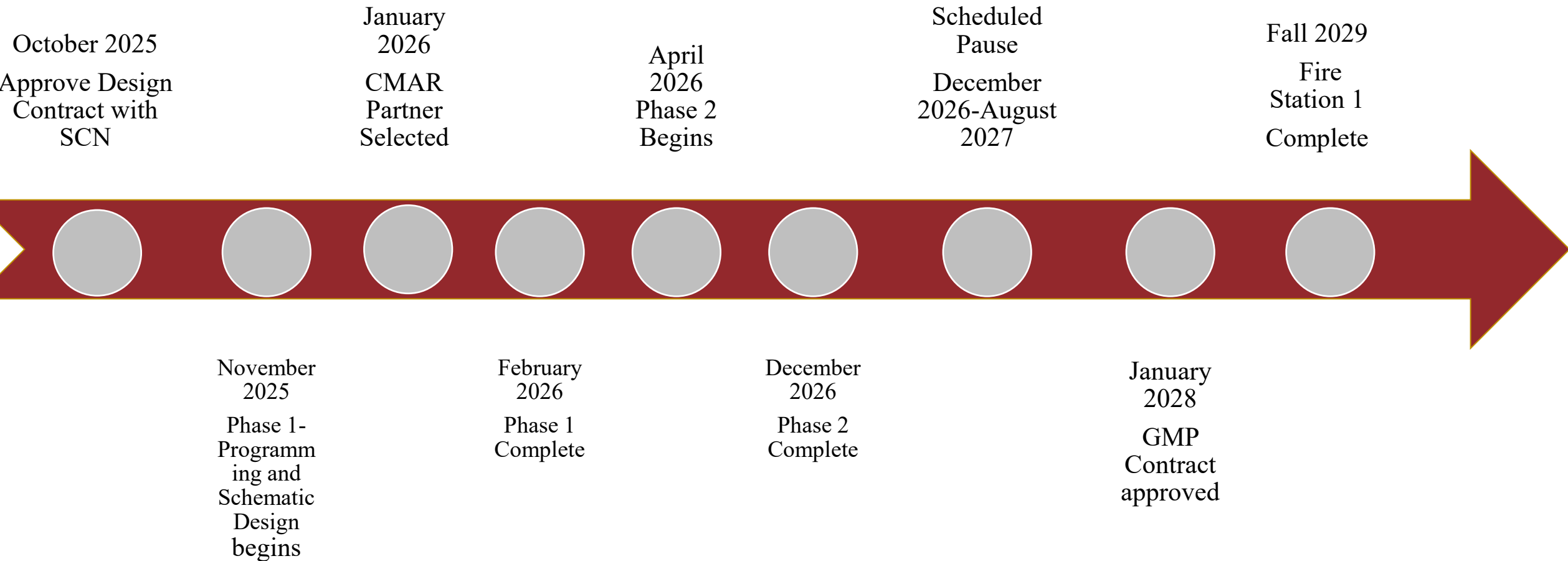
- Collectively, Town staff, Storey, and SCN determined that CMAR is the preferred construction delivery method for Fire Station 1 over Design-Build or Design-Bid-Build.
- Next steps include selecting a CMAR representative for pre-construction and construction services.
- Securing the CMAR now allows the Town to be better positioned with the project before construction begins.
- Request for Qualifications (RFQ) for CMAR services will be issued after the approval of the design contract.
- Selection of CMAR will allow for three construction estimates during phases 1 and 2 of the design process.
- Construction estimates from CMAR will more closely align with Guaranteed Maximum Pricing (GMP) during Phase 3 before construction begins.

Design Proposal

- Design Services divided into three phases:
 - Phase 1: Programming and Schematic Design Development
 - Phase 2: Construction Documents
 - Phase 3: Construction phase
- Board of Commissioners asked to approve contract for Phase 1 now and contract for Phase 2 later in the design process
- Design service fees are in line with project budget

Phase	Cost	Notes
Phase 1: Programming & Schematic Design	\$288,420	
Phase 2: Design Development & Construction Documents	\$838,180	Cost is approximate. Phase 1 will inform. Potential factors that can impact cost include square footage, traffic improvements, sustainability.
Total	\$1,126,600	Proposed total cost for Phases 1 and 2 including design to LEED Silver certification standards.

Fire Station 1 Design and Construction Timeline



Project Funding Plan

- To date, \$1.15 million set aside for the project.
- By end of FY2028*, there will be \$2.5 million in funds set aside for future debt service.
- Funding plan includes:
 - Proposed 1 penny increase to the Ad Valorem Tax rate in 2028, during the revaluation year.
 - Issuance of debt planned in FY2028.
- Preliminary estimate of construction cost is \$18 million in 2027.
- This funding plan also includes debt service on purchase of replacement fire pumper truck (\$1,400,000 projected cost).
 - Board will consider approval of contract in Spring 2026 – Currently over 2 years lead time on fire truck orders.

**Bond Rating evaluators commented on the responsible debt planning by the Town.*

Project Funding Plan

Current Funds Available			
August 2024		\$ 140,000	Establish Capital Project Fund (CPF)
August 2024		\$ 400,000	Funds Allocated from Fund Balance (FB)
July 2025		\$ 375,000	Funds Allocated from Fund Balance (FB)
FY2026		\$ 200,000	FY2026 budgeted expenditures
		\$ 1,115,000	Total available as of October 2025
Projected Funds		Cumulative Funds Available	
FY2026	\$ 175,000	\$ 1,290,000	Funds moved from FB July 2026
FY2027	\$ 400,000	\$ 1,690,000	Funds from budgeted expenditures
FY2028	\$ 1,000,000	\$ 2,690,000	Tax Increase and Previous Budgeted

Projected Design Expenditures Budget

Project Management	\$ 122,220
Design Services:	
Phase 1	\$ 288,420
Phase 2	\$ 838,180
CMAR Design Phase	\$ 50,000
Total Projected Design Costs	\$ 1,298,820

Next Steps

- Board of Commissioners asked to consider approval of the Design Contract for Phase 1 services with Stewart-Cooper-Newell.
- If approved, Design Services scheduled to begin the first week of November.
- Town will solicit Request for Qualifications for Construction Manager at Risk services during the early phases of design services.

Motion to approve the phase one design contract for Fire Station 1 with Stewart-Cooper-Newell Architects, P.A. as presented, budget amendment 2026-06, and Resolution 2025-28 designating Construction Management at Risk as the delivery method for the project.



 AIA® Document B133® – 2019**Standard Form of Agreement Between Owner and Architect, Construction
Manager as Constructor Edition**

AGREEMENT made as of the Twenty-Ninth (29th) day of September in the year Two
Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Town of Davidson
PO Box 579
Davidson, NC 28036

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

Stewart-Cooper-Newell Architects, P.A.
719 East Second Avenue
Gastonia, NC 28054
(704) 865-6311

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

Davidson Fire Headquarters Station #1
P. O. Box 579
Davidson, NC 28036
New station to be approximately 20,000 SF, on a roughly 2.37 acres parcel located on
the corner of Griffith Street and Watson Street

Phase I – Schematic Design Services

Phase II – Design Development and Construction Documents Design Services -
Architect will proceed to this phase only after the Town of Davidson approves the
outcome of Phase I and authorizes the Architect to proceed.

Phase III – Bid/Negotiations and Construction Administration Services – To be
determined once the Town of Davidson decides to proceed with the construction
project and requests a fee proposal.

Permit review process schedule to be determined

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

To be determined - See Scope / Proposal Letter attached as Exhibit "A".

§ 1.1.2 The Project's physical characteristics:

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

New Fire Station Headquarters, approximately 20,000 SF, on a roughly 2.37 acres parcel located on the corner of Griffith Street and Watson Street.

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

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

To be Determined

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

- 1 Design phase milestone dates, if any:

Unknown at time of execution

- 2 Construction commencement date:

Unknown at time of execution

3 Substantial Completion date or dates:

Unknown at time of execution

4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- ☒ **AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.**
- ☐ **AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.**

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

(List number and type of bid/procurement packages.)

N/A

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

See Scope / Proposal letter attached as Exhibit "A"

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Austin Nantz
PO Box 579
Davidson, NC 28036
anantz@townofdavidson.org

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

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

- .1 Construction Manager:**
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the

Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined

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

To be determined – See Scope / Proposal letter attached as Exhibit “A”

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

Kenneth C. Newell, AIA, LEED-AP
719 East Second Avenue
Gastonia, NC 28054
knewell@scn-architects.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

- 1 Structural Engineer:

Taylor & Viola Structural Engineers, P. C.

- 2 Mechanical / Electrical / Plumbing / Fire Protection Engineer:

Optima Engineering

§ 1.1.12.2 Consultants retained under Supplemental Services:

Timmons Group (Civil), Garden Design (Landscape), STRUCTR Advisors (Sustainability)

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

§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) 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.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and 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, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

§ 3.1.6 The Architect shall 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. Based upon typical Agency review comments and approvals encountered with public funded projects, the Architect has budgeted 40 work hours for the response to said Agency comments.

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

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

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

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

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

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services – PHASE II

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

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

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services – PHASE II

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

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

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

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

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

§ 3.5.6 Bid / Negotiation services will begin before the end of Construction Documents (Phase II) and will continue until a Guaranteed Maximum Price (GMP) is provided.

§ 3.6 Construction Phase Services – PHASE III (Scope to be determined once the Town of Davidson decides to proceed with the construction project and requests a fee proposal.)

§ 3.6.1 General

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

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

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

not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.1.1 The Architect shall:

- .1 The Architect shall provide, as a part of the Basic Services, one final inspection after the Construction Manager notifies the Architect that the project is complete.

- 2 The Architect shall, upon final inspection, prepare a written punch list of items to be completed or corrected and promptly provide the list to the Construction Manager.
- 3 The Construction Manager shall be required to complete the project and the items on the punch list and provide all required closeout documents within 30 days of the final inspection.
- 4 The Architect shall provide one (1) re-inspection to verify that the Construction Manager has completed the project and the final inspection punch list. The Owner and the Construction Manager shall be promptly notified of any deficiencies noted during this inspection so that they can immediately make the necessary corrections.
- 5 Any additional re-inspections necessitated due to deficiencies being noted under 3.6.6.1.4 above and any additional time required by the Architect due to closeout documents being incomplete or the Construction Manager not submitting the documents within 30 days of the final inspection will be billed to the owner on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit "B".
- 6 The Owner and Architect agree that the services of the Architect that occur beyond a 60-day period from the initial final inspection will be billed to the owner on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit "B".
- 7 The Owner, by force of contract, shall have the right to deduct the charges of the Architect incurred under section 3.6.6.1.5 and 3.6.6.1.6 from either the Construction Manager's last application for payment or from liquidated damages charged to the Construction Manager.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 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.)

See Scope / Proposal letter attached as Exhibit "A"

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	
§ 4.1.1.2 Programming – Included in Phase 1 Services	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	

§ 4.1.1.6	Site evaluation and planning	
§ 4.1.1.7	Building Information Model management responsibilities	
§ 4.1.1.8	Development of Building Information Models for post construction use	
§ 4.1.1.9	Civil engineering	
§ 4.1.1.10	Landscape d	
§ 4.1.1.11	Architectural interior design	
§ 4.1.1.12	Value analysis	
§ 4.1.1.13	Cost estimating	
§ 4.1.1.14	On-site project representation	
§ 4.1.1.15	Conformed documents for construction	
§ 4.1.1.16	As-designed record drawings	
§ 4.1.1.17	As-constructed record drawings	
§ 4.1.1.18	Post-occupancy evaluation	
§ 4.1.1.19	Facility support services	
§ 4.1.1.20	Tenant-related services	
§ 4.1.1.21	Architect's coordination of the Owner's consultants	
§ 4.1.1.22	Telecommunications/data design	
§ 4.1.1.23	Security evaluation and planning	
§ 4.1.1.24	Commissioning	
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	
§ 4.1.1.27	Furniture, furnishings, and equipment design	
§ 4.1.1.28	Other services provided by specialty Consultants	
§ 4.1.1.29	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

See Scope / Proposal letter attached as 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.

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

§ 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 E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, 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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) visits to the site by the Architect during construction
- .3 One (1) inspection 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 One (1) inspection 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

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

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

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to

existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

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

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service within three (3) days of discovery..

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, with additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6. See Scope / Proposal letter attached as Exhibit "A".

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

§ 8.1.5 The Architect and Owner waive delay 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 delay damages due to either party's termination.

§ 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:
(Check the appropriate box.)

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

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with

any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

To be negotiated at the time of request.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

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

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

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Architect and Architect's officers, directors, partners, employees, agents and Architect's Consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs of damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Architect or Architect's officers, directors, partners, employees, agents of Architect's Consultants or any of them, shall not exceed the total compensation received by Architect under this Agreement.

ARTICLE 11 COMPENSATION

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

1 Stipulated Sum
(Insert amount)

See Scope / Proposal letter attached as Exhibit "A".

Phase I – Programming & Schematic Design Services fee shall be as follows:

Designer Basic Services Fee	\$224,000
Sustainability Services	25,050
Technology Design	1,700
Commissioning	1,000

Total Phase I Basic Services Fee \$251,750

Plus reimbursable expenses as defined in Article 11.8 & attached Exhibit "B".

Phase I – Additional Schematic Design Services (to be performed only after written approval from the Town of Davidson)

LEED Certification (up to tracking LEED Silver)	34,170
Life Cycle Cost Analysis (without LEED Certification)	21,600
Design Review Board Services beyond 2 meetings – (Hourly Not To Exceed)	10,000
Plan Review Services beyond 40 hours (Hourly Not To Exceed)	10,000
Preliminary Civil Permitting Services (Allowance)	2,500
Value Engineering Services, if needed (Hourly Not To Exceed)	10,000

Phase II – Design Development and Construction Documents – To be determined after the Town's approval of Phase I services

See Scope / Proposal letter attached as Exhibit "A".

2 Percentage Basis – N/A
(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)

§ 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:

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

compensation apply.)

As mutually agreed as services are required

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

As mutually agreed as services are required

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As mutually agreed as services are required

§ 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:

Schematic Design Phase	Twenty percent (20 %)
Design Development Phase	Twenty-Five percent (25 %)
Construction Documents Phase	Thirty-Five percent (35 %)
Bid / Negotiation Phase	Five Percent (5 %)
Construction Phase	Fifteen percent (15 %)
Total Basic Compensation	one hundred percent (100.00 %)

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

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

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

§ 11.7 The hourly billing rates for services of the Architect 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.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B" – Hourly Rate & Reimbursable Schedule

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the 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 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 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of One Thousand Dollars (\$ 1,000.00) 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 Zero (\$ -0-) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

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

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.

§ 11.10.2.4 If the Owner does not intend to make payment to the Architect by the due date, or is not able to do so, the Owner will provide written notification of such to the Architect. Such written notification shall occur at least two days prior to the payment due date. The written notification shall also clearly state the reasons for the payment not being made on time.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect shall be named as Additional Insured on the Builder's Risk Insurance Policy that will be furnished by either the Owner or the Construction Manager.

The Architect shall also be named as Additional Insured on the General Liability and Auto Liability Policies that will be furnished by the Construction Manager as a part of the General Construction Contract.

The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation on the General Liability and Worker's Compensation policies, against the Architect, the Architect's Employees and the Architect's Consultants.

The Insurance Policies and Waivers must be furnished to the Architect prior to the beginning of construction.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- 1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- 2 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit "A" – Scope / Proposal Letter

Exhibit "B" – Hourly Rate & Reimbursable Schedule

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

TOWN OF DAVIDSON
P.A.

STEWART-COOPER-NEWELL ARCHITECTS,

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

BY: Kenneth C. Newell, AIA, LEED AP
BD+C, President

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



Stewart · Cooper · Newell

September 22, 2025

Exhibit "A" (7 Pages)

Ms. Austin Nantz, Assistant Town Manager
Town of Davidson
PO Box 579
Davidson, NC 28036

Re: New Davidson Fire Headquarters Station #1
Phase 1 Schematic Design Services Proposal

Dear Ms. Nantz,

Thank you to the Town, the Fire Department and the Selection Committee for selecting Stewart-Cooper-Newell Architects for the design of the New Fire Headquarters Station #1 to serve the Town of Davidson. We are thrilled to have the opportunity to work with the Davidson Fire Department, the Town of Davidson and Storey Program Management, on this exciting project.

Project Understanding: The New Station is anticipated to be approximately 20,000 SF, on a roughly 2.37 acres parcel located on the corner of Griffith Street and Watson Street. We understand that the Site is properly zoned for the proposed use and that no rezoning, special exception permits, or variances will be required. Likewise, we assume that no roadway improvements will be required on the adjacent roadways. The permitting Authority Having Jurisdiction (AHJ) for this project is the Town of Davidson and Mecklenburg County. The Town has retained Storey Program Management as their owner's representative. The Town has opted to utilize Construction Management at Risk (CMAR) as the construction delivery method for this project.

We propose to provide the requested design services in two or more specific phases. The first phase would be the Preliminary Design and Schematic Design Phase, and would include Programming, Conceptual, and Schematic Design of the new facility. The purpose of breaking out this first phase of design is to better determine the exact scope of the project. In other words, this first phase will allow the Town to know very specifically the total space needs, along with developed site plans, floor plans and elevations of the desired facility. Just as important as the development of the above documents and drawings, this phase will also include a preliminary cost estimate by the selected CM@R. Therefore, at the end of this first proposed phase, the Town will have a very clear idea of the project scope and cost.

After the Town approves the design and estimates established by this first phase, SCNA can then offer a better, definitive fixed fee proposal for completing the remainder of all design services, through Construction Documents.

As part of this fee proposal, we have included an estimated fee proposal based on the scope above, for Phase II of the project for budgeting purposes only. At the Town-approved conclusion of this first project design phase, SCNA will propose an updated lump sum fee for Phase II (Design Development and Construction Documents based on the approved program and project scope completed in Phase I).



PHASE I - PROGRAMMING & SCHEMATIC DESIGN BASIC SERVICES

Stewart-Cooper-Newell will initially provide preliminary design services consisting of a Programming Study to determine the physical space needs. We will work directly with the Davidson Fire Department, the Town of Davidson and Storey Program Management to ascertain both the current and future/long-term needs and create an initial program of spaces. With this information, the design team, along with the Town's CM@R, will recommend an initial opinion of probable construction costs associated with the approved square footage determined during the programming exercise. After Town's review of the initial budget, the design team will work with the Town to further refine the program as needed. Once the final program has been approved by the Town, the design team will produce schematic site and floor plans to establish the design of the approved program of spaces and the site layout. With Town and department input, the design team will make necessary revisions to produce an initial design including exterior elevations and 3D modeling for the Town's review and approval. SCNA will meet with the Design Review Board to review the preliminary design and obtain their feedback for use in developing the final design. With the final design and an accompanying narrative to identify the general construction type and details, along with general building systems, the design team will produce a pricing package to aid the town's selected CM@R in compiling a preliminary cost estimate for the Town's approval.

As part of this phase, a Sustainable Certification Feasibility Assessment will be completed. The goal of this assessment will be to analyze the specific project scope elements and Owner sustainability goals and align them with a third-party certification such as LEED or Green Globes. If certification is not desirable, a project sustainability framework will be created to ensure sustainability remains at the forefront of decision-making during design and construction and the sustainability consultant will be retained to monitor compliance via Advisory Services. If a third-party certification is pursued, the sustainability consultant will monitor compliance via Third Party Certification Project Management, with an aim to protect sustainability components throughout the design and Value Engineering (VE) processes and monitor how design changes or decisions impact the pursuit of certification.

The Town has requested Technology Design and Commissioning to be included as part of the Basic Services.

Phase I - Proposed Programming & Schematic Design Services Fees:

Designer Basic Services Fee	\$224,000
Sustainability Services	\$25,050
Technology Design	\$1,700
Commissioning	\$1,000

Total fee for Phase I design services: \$251,750
plus Reimbursables

Phase I – Additional Schematic Design Services (See following pages for explanation):

LEED Certification (up to tracking LEED Silver)	\$34,170
Life Cycle Cost Analysis (without LEED Certification)	\$21,600
Design Review Board Services beyond 2 meetings - (Hourly, Not To Exceed)	\$10,000
Plan Review Services beyond 40 hours - (Hourly, Not To Exceed)	\$10,000
Preliminary Civil Permitting Services (Allowance)	\$2,500



Value Engineering Services, if needed -
(Hourly, Not To Exceed)

\$10,000

Should the Town approve a Written Program size significantly different than the estimated 20,000 SF, the fee would be adjusted and approved accordingly prior to proceeding with the remainder of the design scope.

ADDITIONAL DESIGN SERVICES FEES EXPLANATION

Technology Design Services

1. Prepare working drawings and specifications for the Technology Systems Design to include:
 - Pathways and cabling for the connectivity of the following systems:
(Structured Cabling)
 - Data Network
 - Phone System
 - CATV System
 - Wireless Access Points
 - Telecommunications Room Buildout
 - Equipment Rack/Cabinet Layout and Elevations
 - Cable Runway Layout
 - Cable Management Layout
 - Grounding and Bonding
 - Electronic Security Systems
 - Access Control System
 - Video Surveillance System
 - Audio/Video System
 - Conference Room Systems
 - Public Address/Intercom System
 - Emergency Operations Center
2. The proposal does **not include** design of the following systems:
 - Network Servers, Switches, Routers, Firewalls, Wireless Access Points (Active Electronics)
 - Telephone Headend or Handset Devices
 - Workstation Computers
 - Door Hardware
 - Detailed Estimates
 - Service Provider Contracts
 - Emergency Responder Radio System or other DAS systems
 - Life Safety Systems (ERRS, 2-Way Communications, Fire Alarm)
 - Physical Security Systems (Turnstiles, Bollards, Gates, Etc.)
 - First Responder Altering Systems (Computer-Aided Dispatch, Purvis, Etc.)



Commissioning Services

The MEP Engineer will work closely with the Architect, General Contractor and MEP and controls subcontractors (and renewable energy subcontractor if applicable – additional services) to evaluate the design, performance, and operation of the systems. This process should start in the design phase (basic service) and will continue until occupancy of the facility (additional service).

The work to be commissioned includes all HVAC systems, electrical, plumbing, controls systems (and renewable if in project construction scope – additional services).

The commissioning process **includes** the following systems:

1. Mechanical System including controls
2. Domestic hot water system including controls
3. Lighting controls
4. Renewable Energy system including controls
5. One retesting of any systems which do not perform adequately. If additional tests are required, additional compensation will be required.

The commissioning process does **not include** the following items:

1. Envelope commissioning
2. Activities required for LEED Enhanced Commissioning
3. Construction field review visits with field reports
4. Security and other low voltage systems
5. Fire protection system
6. Fire alarm systems
7. Telecommunications systems
8. Connection of any owner furnished equipment not shown on the construction documents.
9. Soils and/or materials testing
10. Acoustical analysis
11. Water treatment analysis
12. Videotaping of any training sessions
13. Construction cost analysis

LEED Certification Services (up to Tracking LEED Silver)

The Town is contemplating the new station targeting LEED Certification, as an enhanced sustainability effort. A feasibility study is included in Basic Services to determine the feasibility for LEED Certification. If deemed feasible and desired, the Design team will coordinate and strategize with the Town and the Fire Department to develop a Sustainable Certification Work Plan to achieve project certification goals.

The design services for LEED Certification assume pursuit of LEED v4, LEED v4.1, or Green Globes New Construction 2024. The design for LEED points does **not** include a rainwater/cistern collection system (WEc2, SS6.1), any renewable energy systems, PV or Solar Thermal (EAc2), or Measurement & Verification Strategy (EAc5). Design services for these systems can be provided as additional services after the scopes of such systems are defined.

The proposed fees to provide the LEED Certification Efforts include certification up to tracking LEED Silver. Any tracking of advanced certification levels above Silver will be additional services as there are additional credits to be reviewed and monitored during design.



The proposed fees do **not** include costs associated with registration, LEED Online design & construction review fees, project certification review, or certification plaques. The Design team does **not** guarantee certification or achievement of any LEED, Green Globes, or other third-party credits or imperatives, as the review and opinions of the third-party certification body are outside of the Design Team's control.

Life Cycle Cost Analysis (LCCA) Services without LEED Certification

The MEP Engineer can provide a preliminary mechanical LCCA even if the Town does not pursue any LEED Certification.

Design Review Board (DRB) Services (Hourly, Not To Exceed)

We have included 2 DRB meetings in our Basic Services for Schematic Design and 4 DRB meetings in our Basic Services for Phase II Design Services. Any additional meetings will be compensated at a mutually agreed upon hourly rate basis.

Plan Review Services (Hourly, Not To Exceed)

We will engage with the Local Authority having Jurisdiction (LAHJ) to perform preliminary plan reviews in an attempt to preempt any significant changes/ issues in later stages of the project. This is preventive measure as interpretations to code are subject to the LAHJ and may cause significant impact on the design/budget decisions. Based upon typical Agency review comments and approvals encountered with public funded projects, we have included 40 work hours for the response to said Agency comments in our Basic Services for Schematic Design. Any additional time that is above and beyond a standard plan review process resulting in major redesign or modifications will be compensated at a mutually agreed upon hourly rate basis.

Preliminary Civil Permitting Services (Allowance)

Based on our experience with the Local Authority having Jurisdiction (LAHJ), we suggest having preliminary civil meetings early in the design process. If the Town agrees to perform this preliminary civil permitting service, compensation will be on a lump sum basis.

Value Engineering Services, if needed (Hourly, Not To Exceed)

We have included basic value engineering services in our Basic Services, however, if there are significant revisions to drawings and specifications because of redesign and/or modifications to incorporate VE items, additional services will be required to proceed with such revisions. Additional services will be compensated at a mutually agreed upon hourly rate basis.



PHASE II – DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS
DESIGN SERVICES ESTIMATE (FOR BUDGETING PURPOSES ONLY)

Our proposal for the new station design services would include architectural, structural, civil, landscape, mechanical, electrical, and plumbing design for the DD and CD design phases itemized in this proposal.

Phase II - Proposed Design Services Fees:

Designer Basic Services Fee	\$672,000
Sustainability Services	\$42,930
Technology Design	\$27,200
Commissioning	\$3,500

Total fee for Phase II design services: **\$745,630**
plus Reimbursables

Phase II – Additional Design Services (See above for explanation):

LEED Certification (up to tracking LEED Silver)	\$92,550
Design Review Board Services beyond 4 meetings - (Hourly, Not To Exceed)	\$10,000
Plan Review Services beyond 40 hours - (Hourly, Not To Exceed)	\$10,000
Value Engineering Services, if needed - (Hourly, Not To Exceed)	\$10,000

Design Development:

Based upon the Town's approval of the schematic design and the estimated construction cost prepared by the selected CM@R, we will prepare Design Development Documents for the Town's approval. These drawings will illustrate and describe in further detail the approved schematic design indicating the layout and character of building systems as to civil, architectural, structural, mechanical, and electrical systems. It will further illustrate the facility requirements as it relates to the existing properties addressing drainage, parking, and other related requirements.

Specific system decisions will be made with the Town's approval addressing critical infrastructure needs including generator connection and run time requirements and communications connectivity and routing requirements. We will submit to the OSFM for their review and approval, if required. We will prepare pricing documents for the CM@R to use to prepare the DD estimate of construction costs.

Construction Documents:

Based upon the Town's approval of the Design Development documents the design team will prepare complete drawings detailing the requirements for the new facility and written specifications setting forth in detail the level of quality of materials and systems to be incorporated into the facility, i.e., prepare all documents necessary including the Project Manual and Drawings to present to the CM@R for their use in preparing their GMP (Guaranteed Maximum Price).

If requested, we will assist the Town in filing for required approval of governmental authorities having jurisdiction over the project. Please note that the final building permit



will be acquired by the General Contractor after award of project; however, we will have already submitted for review and approval. Other permits such as NCDEQ, etc. that may be required will be submitted for by the designers as representatives for the owner so that the long lead times and approval process can begin as early as possible.

Excluded Services (for all phases):

- Coordination meetings regarding future Light Rail (Red Line) project design
- Site Surveys/Tree Survey
- Rezoning/Variance Applications
- Geotechnical Analysis
- Archaeological Services
- Furnishings/Fixtures/Equipment Design & Bidding
- 3rd Party Professional Construction Cost Estimates or Detailed Cost Estimates
- Special Inspection, Material and Compaction Testing during Construction
- Traffic Studies
- Hazardous Material Studies, and/or Abatement
- Business License, Certificate of Authority, and Fees
- BIM Enhanced design
- As-built/Demo drawings
- Project Alternates added after schematic design phase
- Permit Fees
- Mecklenburg County Express Plan Review, Hybrid Collaborative Design Team or CTAC Walk Thru Permitting Services
- Construction Administration Services
- Redesign of HVAC system after system type has been mutually agreed upon
- Incorporation of Vendor-designed Refrigeration Systems into Mechanical Plans, such as Kitchen Cooler/Freezers, Remote Condensers, and Refrigerant Routing
- Permitting of Refrigeration Systems Not Associated with Building Comfort
- Certification or Commissioning as required by the NC 2018 Energy Code Appendix-C1 (NCECC section 408) (unless optional service is accepted)
- Witnessing of Kitchen Hood flow performance per NCMC 507.16.2, or Hood light-testing
- Formal Structural Calculation Submission

If this proposal is acceptable, please let us know and we can make it an exhibit to an AIA Agreement (AIA B133) for this phase of the project for your review and signature. Please let me know if you have any questions regarding our proposal or would like any additional information. We look forward to working with you on this important project.

Sincerely,

Ken Newell, AIA, LEED-AP BD+C



Exhibit "B"

HOURLY RATE & REIMBURSABLE SCHEDULE

Architectural Principal	\$260.00 / hr.
Associate	\$230.00 / hr.
Architect	\$210.00 / hr.
Project Manager - I	\$185.00 / hr.
Project Manager - II	\$170.00 / hr.
Architectural Technician / CAD - I	\$145.00 / hr.
Architectural Technician / CAD - 2	\$135.00 / hr.
Architectural Technician / CAD - 3	\$125.00 / hr.
Construction Administrators	\$170.00 / hr.
Business / Office Manager	\$180.00 / hr.
Administration	\$125.00 / hr.
Intern	\$100.00 / hr.

REIMBURSABLE SCHEDULE

Reproduction:

Copies (Black & White)-----	\$ 0.10 /ea.
Copies (Color - 8-1/2 x 11) -----	\$ 0.85 /ea.
Copies (Color - 8-1/2 x 14)-----	\$ 1.00 /ea.
Copies (Color - 11 x 17)-----	\$ 1.50 /ea.
Copies (Color - 24 x 36)-----	\$ 4.50 /ea.

Large Format Bond Plots:

24 x 36 -----	\$ 2.50 /ea.
18 x 24 -----	\$ 2.00 /ea.
30 x 42 -----	\$ 3.50 /ea.
30 x 21 -----	\$ 2.50 /ea.
36 x 48 -----	\$ 4.50 /ea.
12 x 18 -----	\$ 1.50 /ea.
11 x 17 -----	\$ 1.50 /ea.
8-1/2 x 14 -----	\$ 1.00 /ea.

Large Format Reproducibles:

24 x 36 -----	\$ 12.00 /ea.
30 x 42 -----	\$ 15.00 /ea.

Specifications ----- \$ 75.00 /ea.

Presentation Charges:

30 x 42 Color plot -----	\$ 60.00 /ea.
30 x 42 Color plot on board-----	\$ 80.00 /ea.
24 x 36 Color plot-----	\$ 45.00 /ea.
24 x 36 Color plot on board-----	\$ 65.00 /ea.

CD of drawings - \$1.00 per drawing recorded on CD

Postage / Shipping / Courier ----- Cost x 1.20

Fax ----- \$ 1.00 per sheet

Travel (Meals, Lodging, Airfare, Rental Car)----- Cost x 1.20

Mileage ----- Federal mileage rate x 1.20

SCNA-Hourly Rate / Reimbursable Schedule.doc R 8-1-2025

AMENDMENT TO THE BUDGET ORDINANCE

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

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-40-9910-633	Contribution to Capital Projects		\$400,000.00

Unassigned Fund Balance usage approved in August 2024 will be transferred to the Fire Station Capital Project Fund

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$400,000.00

Authorizes \$400,000 approved in August 2024 as assigned fund balance to be transferred to the Fire Station Capital Project Fund.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 28th day of October, 2025

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



Resolution 2025-28

**APPROVING CONSTRUCTION MANAGEMENT AT RISK CONSTRUCTION
DELIVERY METHOD FOR FIRE STATION 1 PURSUANT TO
THE PROVISIONS OF N.C.G.S. § 143-128.1**

WHEREAS, the Town of Davidson is engaged in the construction of Fire Station #1 (the “Project”), which will be built on land located at 260 Griffith Street, Davidson, North Carolina, Parcel ID: 00326111; and

WHEREAS, Town staff, in coordination with the Town’s third-party project manager, Storey, and the architect of record, Stewart Cooper Newell, conducted a comparison of the advantages and disadvantages of using the Construction Management at Risk (CMAR) construction delivery method for the Project in lieu of the delivery methods identified in G.S. 143-128(a1)(1) through G.S. 143-128(a1)(3), and recommends the use of the CMAR delivery method, which the Board of Commissioners supports;

WHEREAS, the Board of Commissioners agrees with the finding that the Construction Management at Risk Construction Delivery method allows for the selection of the most qualified contractor for the Project; and

WHEREAS, the Construction Management at Risk Construction Delivery method provides an opportunity for involvement of the contractor during the design process for the purpose of providing the architect with feedback on constructability and other design issues; and

WHEREAS, the Construction Management at Risk Construction Delivery method requires the Construction Manager to use pre-qualified subcontractors; and

WHEREAS, the Construction Management at Risk Construction Delivery method allows for transparency of the overall bidding and construction process, including the costs incurred by the Construction Manager; and

WHEREAS, the Board of Commissioners has concluded the Construction Management at Risk Construction Delivery method is in the overall best interest of the Project compared to the use of one of the delivery methods in G.S. 143-128(a1) (1) through G.S. 143 -128(a1)(3).

NOW THEREFORE BE IT RESOLVED that the Town of Davidson Board of Commissioners selects the Project for the Construction Management at Risk Construction Delivery method in accordance with G.S. 143-128.1.

Adopted on the _____ of _____ 2025.

Attest:

Rusty Knox, Mayor

Elizabeth K. Shores
Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Kayla Kovach, Sustainability Manager

Date: October 28, 2025

Re: Discuss Proposed Sustainable Municipal Building Policy

ITEM SUMMARY/OVERVIEW

The Town of Davidson is committed to operating its buildings responsibly and sustainably. The Town's Climate Action Plan calls for establishing a green building policy for all municipal construction and renovation, setting the standard for sustainable development within the community. The intent of the Sustainable Municipal Building Policy is to provide guidance for Town departments to design, construct, and renovate Town-owned buildings in a manner aligned with the goals in the Climate Action Plan and other adopted plans.

ACTION/PROPOSED MOTION

This item is for discussion only. The Board of Commissioners will be asked to consider approval on the consent agenda at the November 18, 2025, town board meeting.

RELATED TOWN GOALS

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Citizens must live in a healthy environment, so town government will protect watersheds, trees, air quality, and other elements of the town's ecology.

NEXT STEPS

The Board of Commissioners will be asked to consider approval on the consent agenda at the November 18, 2025, town board meeting.



SUSTAINABLE MUNICIPAL BUILDING POLICY

I. POLICY STATEMENT

The Town of Davidson (hereby referred to as the “Town”) is committed to operating its buildings responsibly and sustainably.

This Policy shall be guided by the Town’s sustainability priorities and the relevant goals of the Town’s Climate Action Plan (CAP), established in 2024, and Comprehensive Plan, established in 2020:

a. Climate Action Plan:

- i. Achieve carbon neutrality for municipal operations emissions by 2037 (using 2019 baseline)
- ii. Goal M2: Operate Sustainable Buildings
 1. Strategy M2.1 - Reduce municipal building energy use by 75% by 2037
 2. Strategy M2.2 - Obtain 80% of municipal energy from renewable energy sources by 2037

b. Comprehensive Plan:

- i. Goal 2.3 - A sustainable built environment: Davidson’s integrated natural and built environments will embody the tenets of social, environmental, and fiscal sustainability. The town will be a leader of green building design and climate responsibility.
 1. Policy 2.3.2 - Promote innovative green building tools and approaches
 2. Policy 2.3.5 - Incorporate low impact development and green building practices in public projects
- ii. Goal 5.1 - Efficient and high-quality public services: The Town will provide efficient and high-quality public services and facilities that meet the community’s needs and promote the health, safety, and wellbeing of all community members.
 1. Policy 5.1.4 – Adapt Town operations to climate challenges

This Policy will be reviewed annually by the Sustainability Manager to determine the need for revisions due to changes in sustainability priorities or goals and other relevant factors.

II. INTENT

The intent of this Policy is to provide guidance for Town departments to design, construct, and renovate Town-owned buildings in a manner aligned with the goals in the Climate Action Plan and other adopted plans.

Note that federal and state regulations supersede the provisions of this policy in the event of a conflict.

III. SUSTAINABLE BUILDING DESIGN

a. U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) Designation or Other Comparable Performance Criterion

If LEED is the chosen performance criterion, new construction and major renovation projects may pursue any LEED credits beyond prerequisites to achieve LEED designation, but will be required to achieve specific LEED credits based on LEED v5 (or the current applicable version) to support achieving the Town's sustainability and Climate Action Plan goals, including:

- Energy and Atmosphere (EA): Electrification
- Energy and Atmosphere (EA): Enhanced Commissioning
- Integrative Design Process (IP): Integrative Design Process
- Location & Transportation (LT): Electric Vehicles
- Location and Transportation (LT): Transportation Demand Management
- Materials and Resources (MR): Construction and Demolition Waste Diversion
- Materials and Resources (MR): Building Product Selection and Procurement
- Materials and Resources (MR): Building and Materials Reuse
- Materials and Resources (MR): Low-Emitting Materials
- Sustainable Sites (SS): Light Pollution Reduction
- Sustainable Sites (SS): Rainwater Management
- Sustainable Sites (SS): Enhanced Resilient Site Design
- Sustainable Sites (SS): Biodiverse Habitat, Option 2
- Water Efficiency (WE): Water Metering and Leak Detection
- Indoor Environmental Quality (IEQ): Occupant Experience

If any of the required items are not possible or recommended, the reason must be documented by the design team and approved by the Town Manager or other authorized personnel.

If another comparable performance criterion is used in place of LEED, equivalent items to the required LEED credits should be implemented.

b. Site Location and Selection

This Policy emphasizes a site location and selection process that considers the adaptive reuse of existing Town-owned and community resources over the development of new facilities/structures. Project teams should also look for opportunities to co-locate facilities in an effort to minimize land disturbance.

c. **Energy Design Assistance**

Where applicable, Energy Design Assistance from Duke Energy or a comparable program should be utilized.

d. **Roofing Requirements**

Opportunities to utilize roof space more sustainably shall be considered, where applicable. This includes but is not limited to: cool roofs, green roofs, and solar panels.

e. **Pavement Requirements**

When constructing site amenities like parking in new construction projects and when existing site amenities are renovated (i.e. repaving), “smart” surface materials will be considered and utilized if sufficient funding is available.

f. **Landscaping**

Native plants should be prioritized for landscaping. Naturalized and adapted plants are also acceptable. Exceptions may be approved by the Town Manager, or other authorized personnel, in coordination with Town Arborist feedback. Placement and type of vegetation will take into consideration proximity to utilities, particularly when placed under overhead utilities.

g. **Renewable Energy**

Renewable energy technologies should be considered for new construction projects and major renovations. Where site conditions permit, utilize geothermal systems for heating and/or cooling. When renewable technologies cannot be installed for budgeting or other reasons, to the extent possible the building should be equipped for addition of renewable technology at a later date (e.g. solar-ready).

h. **Building Automation System Requirements**

All new construction projects for regularly occupied buildings will be required to include building automation system(s) to provide visibility and control over the building’s systems. Additionally, the systems should be capable of real-time reporting and adjustment.

IV. APPLICABILITY

This Policy applies to all new construction or major renovation projects to Town-owned buildings as follows:

- a. Projects that are owned and operated by the Town with the exception of IV.b.
- b. The policy will not apply to any of the following:
 - i. Leased facilities and/or areas
 - ii. Tenant spaces and/or areas within Town-owned buildings
 - iii. Emergency repairs
- c. Projects 5,000 square feet or more of regularly occupied space:

- i. Must achieve a minimum of LEED Silver Certified, or comparable performance criteria.

All other new construction, renovations, repairs, replacements, maintenance and operations of public buildings should employ cost-effective, energy efficient, green building practices to the maximum extent possible. This may be achieved through the use of the USGBC LEED checklist or other comparable performance criterion in the planning, construction, renovation, maintenance, and operation of the facility.

V. WAIVERS

The Town Manager may grant a waiver for exemption from Section IV of this Policy if the following is determined:

- a. Compliance with Section IV is uniquely cost prohibitive or inhibits functionality due to the inclusion of sustainable features and associated design fees for LEED - or comparable performance criteria - certification of new and existing facilities.

A life cycle cost analysis shall be provided for all applicable projects by the design team to ensure emphasis is placed on life cycle costs of the building rather than solely on its initial capital costs when deciding how to move forward with incorporating sustainable features in building design and construction. To effectively quantify costs and savings, the analysis shall consider all costs – operating and capital – over the lifetime of the building both with the sustainable features and without.

- b. The project is within a historically designated building with design considerations which limit the inclusion of green materials or building techniques.

If a waiver is granted, the design and project management team are still encouraged to include as many sustainable and energy-efficiency features as possible, especially prioritizing those items which are listed in section III of this policy.

VI. DEPARTMENTS AFFECTED

All Town departments and their contractors responsible for financing, planning, designing, developing, constructing, renovating, and operating Town-owned buildings, including their design consultants and their contractors.

VII. QUALIFICATION OF DESIGN AND PROJECT MANAGEMENT TEAM

Design and project management teams for new construction or renovation projects meeting the criteria of this policy should include a LEED-accredited - or other comparable performance criteria - professional as part of the project team. Criteria for choosing designers, architects, construction managers, and consulting teams should include demonstrated knowledge of green building practices in their specific fields, and as applicable, a familiarity and experience with life cycle cost analysis and the LEED - or other comparable performance criteria - rating systems.

VIII. KEY DEFINITIONS

Building Automation System - a network of interconnected systems that

controls and monitors various aspects of a building, such as heating, ventilation, air conditioning (HVAC), lighting, security, and safety systems from a single interface.

Energy Design Assistance – support for new construction or renovation energy efficiency efforts.

LEED (Leadership in Energy and Environmental Design) - LEED certification offers a framework for healthy, efficient, and cost-effective green buildings, providing environmental and social benefits¹.

Major renovation – a major renovation generally involve extensive alteration to the mechanical, electrical, and plumbing systems, significant envelope modifications, and/or major interior rehabilitation.

Occupied space – a facility or enclosed space providing for human activity on a regular basis.

Smart Surfaces – smart surfaces include reflective (cool) roofs and pavements, porous and permeable pavement, green roofs, solar power systems, trees, and combinations of these surfaces².

IX. REFERENCES

1. <https://www.usgbc.org/leed>
2. <https://smartsurfacescoalition.org/smart-surfaces>



Sustainable Municipal Building Policy

Kayla Kovach
Sustainability Manager
October 28, 2025

www.townofdavidson.org

Background



COMPREHENSIVE PLAN:

- Goal 2.3 - A sustainable built environment: Davidson's integrated natural and built environments will embody the tenets of social, environmental, and fiscal sustainability. The town will be a leader of green building design and climate responsibility.
- Goal 5.1 - Efficient and high-quality public services: The Town will provide efficient and high-quality public services and facilities that meet the community's needs and promote the health, safety, and wellbeing of all community members.

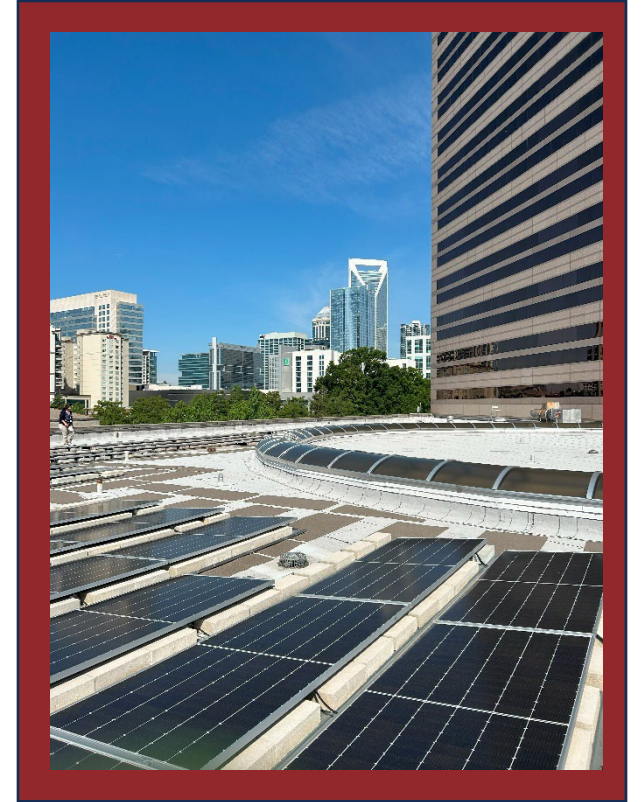


CLIMATE ACTION PLAN (CAP):

- Achieve carbon neutrality for municipal operations emissions by 2037 (using 2019 baseline)
- Goal M2: Operate Sustainable Buildings
 - Strategy M2.1 - Reduce municipal building energy use by 75% by 2037
 - Strategy M2.2 - Obtain 80% of municipal energy from renewable energy sources by 2037
- Action M5.1.1: Establish a green building policy for all municipal constructions and renovations, setting a standard for sustainable development within the community.

Development

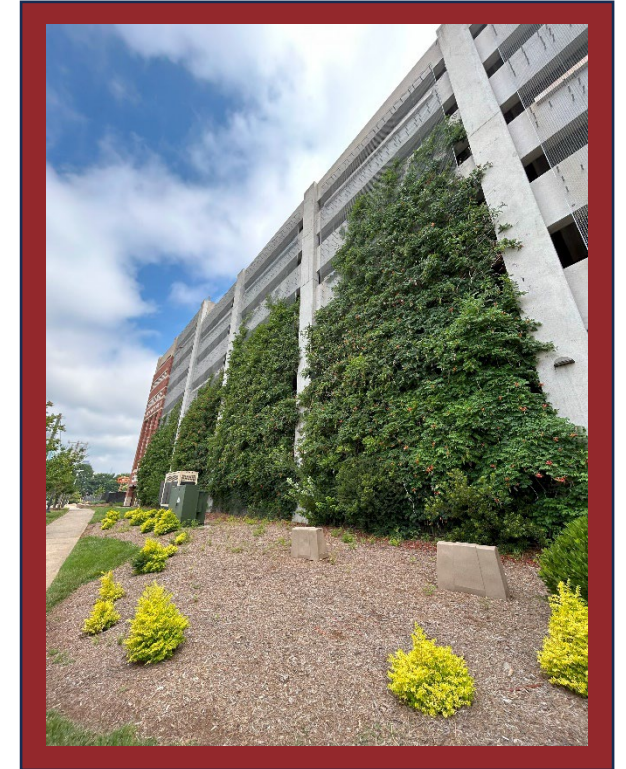
- The policy was developed and reviewed by Sustainability Board members and Town Staff.
- Policies adopted by other NC municipalities were reviewed and used to help formulate this policy.
- Researched green building costs, savings, etc.



Rooftop solar panel system at the Charlotte-Mecklenburg Government Center building in uptown Charlotte

Intent

- The intent of this Policy is to provide guidance for Town departments to design, construct, and renovate Town-owned buildings in a manner aligned with the goals in the Climate Action Plan and other adopted plans.
- In general, it is reported that it is most cost-effective to build a green building when you incorporate green wants/needs early in the project design process.



Living wall on parking garage at Central Piedmont Community College

Contents - Requirements

All new construction or major renovation projects to Town-owned buildings must achieve a minimum of LEED Silver Certified, or comparable performance criteria, as follows:



Projects that are owned and operated by the Town.



Projects that are 5,000 square feet or more of regularly occupied space.

Contents – Requirements, continued

The requirements included in the policy were chosen as they reflect the priorities of the Climate Action Plan and Sustainability Board:

-  Specifically requests certain LEED (or comparable) criterion that engineer must make every effort to meet.
-  Other items have been specified as priorities for the engineers to include and/or consider including but not limited to emphasizing native plants for landscaping, considering geothermal energy when site conditions permit, and utilizing energy design assistance from utilities, if offered.
-  The design team can provide feedback and recommendations.

Contents – Waivers

The Town Manager may grant a waiver for exemption if the following is determined:



Compliance with Section IV is uniquely cost prohibitive or inhibits functionality due to the inclusion of sustainable features and associated design fees for LEED - or comparable performance criteria - certification of new and existing facilities.



A life cycle cost analysis shall be provided for all applicable projects by the design team to ensure emphasis is placed on life cycle costs of the building rather than solely on its initial capital costs when deciding how to move forward with incorporating sustainable features in building design and construction.



The project is within a historically designated building with design considerations which limit the inclusion of green materials or building techniques.

Benefits

Written policy:

-  Provides Town staff a straightforward resource for managing construction projects, eliminating uncertainty regarding requirements for completion.
-  It ensures that all projects consistently address priorities related to our CAP and other objectives while allowing engineers to advise based on the specific conditions and needs of each project.
-  Establishes an effective framework, streamlining processes for our small team.

Green building:

-  Progress toward carbon emission reduction goals through designing efficient buildings that incorporate CAP goals
-  Resource efficiency & lower utility costs
-  Operational efficiency (and savings)
-  Work towards goals within LEED for Cities framework
-  Lead by example
-  Healthier indoor environment for employees and visitors

NEXT STEPS:

- Considering expanding this policy to include other facilities – such as parks – and operations and maintenance.
- Sustainable Municipal Building Policy is expected to be on the November 18, 2025 consent agenda for approval.

DISCUSSION

