SURF CITY TOWN COUNCIL REGULAR MEETING
Tuesday, February 4, 2020
Surf City Town Hall – 201 Community Center Drive

I. CALL TO ORDER - Douglas C. Medlin, Mayor

II. INVOCATION - William J. (Buddy) Fowler, Mayor Pro-Tem

III. PLEDGE OF ALLEGIANCE - Donald R. Helms

IV. BEAUTIFICATION & APPEARANCE COMMITTEE AWARDS -

Home of the Month: Lynn and Gemey Hobson at 503 S. Shore Drive

Business of the Month: Landmark Sotheby International at 126 N. Topsail Drive

V. MAYOR'S REMARKS -

We ask that all in attendance please set your cell phones to silent or vibrate mode. The Council offers the public an opportunity to speak during the meeting. Comments should be limited to three minutes each and must be directly issue oriented with agenda items for this meeting, or an issue upon which the Council has control.

Citizen speakers will be acknowledged in the order in which they sign up to speak and will address all comments to the Board as a whole and not one individual Council member. Speakers will address the Council from the speaker's podium at the front of the room and will begin their remarks by stating their name and address. Discussions between Speakers and members of the audience will not be allowed. Public comment is not intended to require the Council to answer any impromptu questions. Speakers are expected to be civil in their language and presentation. Any comments where the primary purpose is to promote business or candidacy shall not be allowed.

In accordance with the Council's adopted Rules of Procedures, Councilmembers shall reserve responses, if any, for the Council Forum on the agenda.

VI. ADOPTION OF THE AGENDA -

Mayor: With no other items being considered separately, a motion to adopt the Meeting Agenda is in order.

VII. APPROVAL OF THE CONSENT AGENDA -

Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Council.

1. House Moving Permit: 1917 N. Shore Drive & 1801 N. Shore Drive
2. Approval of the Meeting Minutes: January 7 & 17, 2020
3. 2020 Meeting Calendar Amendment
4. Advisory Board Appointments: Planning Board Alt. - Derek Arthur & Beautification and Appearance - Sandi Monroe

5. Town Hall Contract: Construction Manager at Risk
6. Perpetual Easement Preparation: Contract Employee

Specific Action Requested: It is requested that the Town Council approve the consent agenda as presented.

VIII. PUBLIC COMMENT - Citizens have an opportunity to address the Council for no more than three minutes per speaker on topics which concern agenda items of this meeting.

IX. MANAGER'S REPORT -

X. NEW BUSINESS -

7. Budget Ordinance Amendment: FEMA Emergency Berm - North

Specific Action Requested: It is requested that the Town Council approve the budget ordinance amendment as presented.

8. Federal Project Partnership Committee with N. Topsail Beach

Specific Action Requested: It is requested that the Town Council appoint two council members as liaisons.

XI. COUNCIL FORUM -

XII. TOWN ATTORNEY REPORTS -

XIII. ADJOURNMENT -

Going through
N. Topsail Beach
No weekend/Holiday move
Give PD 48hr. notice

P.O. Box 2475, Surf City, NC 28445
Phone (910) 328-4131x101 Fax (910) 328-4132
www.surfcitync.gov comdev@surfcitync.gov

PERMIT: _____

DATE: _____

FEE: _____

MUST CONTACT POLICE DEPT

MOVING PERMIT

PROJECT LOCATION: 1917 N. Shore dr

STRUCTURE TO BE RE-LOCATED: Building size 24x36 864 [illegible]
☒ OUTSIDE
☐ INSIDE SURF CITY less than 18' tall

(SITE PLAN REQUIRED)

PROPERTY OWNER: ELIAS Jeyarajah PHONE# 919 247 4072

ADDRESS: _____

STRUCTURE OWNER: Brian Welch PHONE# 910 262 4399

ADDRESS: 4024 lockwood dr

CONTRACTOR/MOVER: Brian Welch PHONE# 910 262 4399

ADDRESS: 4024 lockwood dr

DESCRIPTION OF WORK: load home onto I beams, cut pilings & relocate

WHEN STRUCTURE WILL BE MOVED: when we have permits

I UNDERSTAND THAT A $500 GUARANTEE IS REQUIRED & WILL BE DEPOSITED INTO THE TOWN'S ACCOUNT TO ASSURE THAT THE LOT IS CLEARED OF ALL DEBRIS AND WATER/SEWER CONNECTIONS ARE PROPERLY CAPPED OFF AT THE RIGHT OF WAY. (WATER/SEWER LINES TO BE CHECKED BY THE PUBLIC WORKS DEPARTMENT.) THE GUARANTEE WILL BE REFUNDED, LESS ANY COSTS INCURRED BY THE TOWN TO OBTAIN COMPLIANCE AND LESS ANY OUTSTANDING TAXES AND/OR WATER AND SEWER BILLS, WITHIN 30 DAYS AFTER FINAL INSPECTION.

SIGN HERE

SIGNATURE OF APPLICANT: [signature]

PRINT NAME: Brian Welch DATE: 1-23-20

Staff Use Only

POLICE DEPT. APPROVAL: _____ DATE: _____

COMMUNITY DEVELOPMENT APPROVAL: _____ DATE: _____

Method of Payment: ☐ Personal Check # _____ ☐ Cash ☐ Cashier's Check # _____

FINAL INSPECTION

PUBLIC WORKS: _____ DATE: _____

COMMUNITY DEVELOPMENT: _____ DATE: _____

DATE SENT TO FINANCE DEPARTMENT FOR REFUND: _____

PLEASE MAKE SURE ALL TAXES ARE PAID BEFORE STRUCTURE IS REMOVED FROM PROPERTY.
YOU MUST OBTAIN A PERMIT FROM SURF CITY POLICE DEPARTMENT AND GIVE A 48 HOUR NOTICE.

Going through NTB
No weekend/Holiday Move
Give PD 48 notice

P.O. Box 2475, Surf City, NC 28445
Phone (910) 328-4131x101 Fax (910) 328-4132
www.surfcitync.gov comdev@surfcitync.gov

PERMIT: _____

DATE: _____

FEE: _____

MUST CONTACT POLICE DEPT

MOVING PERMIT

PROJECT LOCATION: 1801 North Shore Dr. Surf City NC 28445

STRUCTURE TO BE RE-LOCATED:
- ☑ OUTSIDE
- ☐ INSIDE SURF CITY _____

(SITE PLAN REQUIRED)

PROPERTY OWNER: Anthony Ricciardi PHONE# 1 9144419358

ADDRESS: _____

STRUCTURE OWNER: Same Bonnie England PHONE# *910.590.9163*

ADDRESS: _____

CONTRACTOR/MOVER: Rodney Turner House moving PHONE# 910 298 4710

ADDRESS: 1379 NC Hwy 241 Pink Hill NC

DESCRIPTION OF WORK: remove house & decks

WHEN STRUCTURE WILL BE MOVED: mid to late Feb '20

I UNDERSTAND THAT A $500 GUARANTEE IS REQUIRED & WILL BE DEPOSITED INTO THE TOWN'S ACCOUNT TO ASSURE THAT THE LOT IS CLEARED OF ALL DEBRIS AND WATER/SEWER CONNECTIONS ARE PROPERLY CAPPED OFF AT THE RIGHT OF WAY. (WATER/SEWER LINES TO BE CHECKED BY THE PUBLIC WORKS DEPARTMENT.) THE GUARANTEE WILL BE REFUNDED, LESS ANY COSTS INCURRED BY THE TOWN TO OBTAIN COMPLIANCE AND LESS ANY OUTSTANDING TAXES AND/OR WATER AND SEWER BILLS, WITHIN 30 DAYS AFTER FINAL INSPECTION.

SIGN HERE

SIGNATURE OF APPLICANT: _____

PRINT NAME: Bonnie England DATE: 01 23 2020

Staff Use Only

POLICE DEPT. APPROVAL: _____ DATE: _____

COMMUNITY DEVELOPMENT APPROVAL: _____ DATE: _____

Method of Payment: ☐ Personal Check # _____ ☐ Cash ☐ Cashier's Check # _____

FINAL INSPECTION

PUBLIC WORKS: _____ DATE: _____

COMMUNITY DEVELOPMENT: _____ DATE: _____

DATE SENT TO FINANCE DEPARTMENT FOR REFUND: _____

PLEASE MAKE SURE ALL TAXES ARE PAID BEFORE STRUCTURE IS REMOVED FROM PROPERTY.
YOU MUST OBTAIN A PERMIT FROM SURF CITY POLICE DEPARTMENT AND GIVE A 48 HOUR NOTICE.

SURF CITY TOWN COUNCIL REGULAR MEETING MINUTES
Tuesday, January 7, 2020
Surf City Town Hall – 201 Community Center Drive
6:30 PM

Council Members Present:
Douglas C. Medlin, Mayor
William J. (Buddy) Fowler, Mayor Pro-Tem
Donald Helms
Teresa Batts
Jeremy Shugarts
Dwight Torres

I. CALL TO ORDER - Douglas C. Medlin, Mayor

II. INVOCATION - William J. (Buddy) Fowler, Mayor Pro-Tem

III. PLEDGE OF ALLEGIANCE - Donald R. Helms

IV. PROCLAMATION – Linda's Lake Lights

V. BEAUTIFICATION & APPEARANCE COMMITTEE AWARS -
Home of the Month: Edna Grabol at 6058 6th St.
Business of the Month: Publix at 2765 NC Hwy 210

VI. MAYOR'S REMARKS -

We ask that all in attendance please set your cell phones to silent or vibrate mode. The Council offers the public an opportunity to speak during the meeting. Comments should be limited to three minutes each and must be directly issue oriented with agenda items for this meeting, or an issue upon which the Council has control.

Citizen speakers will be acknowledged in the order in which they sign up to speak and will address all comments to the Board as a whole and not one individual Council member. Speakers will address the Council from the speaker's podium at the front of the room and will begin their remarks by stating their name and address. Discussions between Speakers and members of the audience will not be allowed.
Public comment is not intended to require the Council to answer any impromptu questions. Speakers are expected to be civil in their language and presentation. Any comments where the primary purpose is to promote business or candidacy shall not be allowed.

In accordance with the Council's adopted Rules of Procedures, Councilmembers shall reserve responses, if any, for the Council Forum on the agenda.

VII. ADOPTION OF THE AGENDA -

Mr. Helms made a motion to approve the agenda as presented. Mr. Shugarts seconded the motion and it was carried.

VIII. MAYOR PRO-TEM APPOINTMENT -

Mr. Shugarts made a motion to appoint Councilman Fowler as Mayor Pro-Tem. Mrs. Batts seconded the motion and it was carried.

IX. APPROVAL OF THE CONSENT AGENDA -

Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Council.

1. Meeting Minutes - November 6, November 22, & December 6, 2019
2. Advisory Committee Appointment - Board of Adjustment: Todd Crawford, Chair
3. Parks & Recreation Fee Schedule

Mr. Helms made a motion to approve the consent agenda as presented. Mr. Fowler seconded the motion and it was carried.

X. PUBLIC COMMENT - Citizens have an opportunity to address the Council for no more than three minutes per speaker on topics which concern agenda items of this meeting.

Jack Solak 2408 S. Shore Drive addressed concerns with beach nourishment, and he thanked the council for their push for nourishment.

Sandi Monroe 316 N. Shore Drive ask questions regarding advisory committees.

Richard Calloway 106A S. Shore Drive questioned the sand berm north of the pier.

XI. MANAGER'S REPORT -

Mrs. Loftis gave an update on the utility force main upgrade and that the project has been finalized. The state soil scientist met with staff at Juniper Swamp for additional spray fields, and they will be starting the permit application to proceed. Currently contractors are working to fill in those areas on the south end of the beach that were not deemed imminent critical. It is the hopes that the town will continue the same measure on the north end fall of 2020. The private project has a published timeline and is available online for viewing. The application has been accepted and is in the public notice section. Once the permit is issued the end of February then the town can go out to bid for the dredge work. The contract is estimated to be accepted at the May council meeting. Work is expected to begin November 15, 2020 and to take 4-6 months. This is subject to change dependent upon other agencies and/or weather.

XII. NEW BUSINESS -

4. Resolution No. 2020-01 Map Review Officer

Mrs. Kimes stated that the planning department is asking the council to approve the resolution to add Amy Kimes as a map review officer for Surf City.

Mr. Helms made a motion to approve resolution number 2020-01 Map Review Officer. Mr. Torres seconded the motion and it was carried.

XIII. COUNCIL FORUM -

Mr. Helms ask for prayers for the Johnnie James family and gave details of his service. He gave an update for the fire department and reminded everyone to be cautious with the new paving.

Mr. Shugarts stated his excitement for the new year, and he was looking forward to the future.

Mr. Torres thanked his wife, campaign team, and all of his supporters. He expressed his gratitude to work with the council and share his vision for Surf City. He welcomed concerns, opinions and thoughts. He asked God to bless this country and troops.

Mr. Fowler thanked everyone for coming out and he welcomed the new year. He addressed some beach mapping concerns from pre-Florence. He thanked the council for their faith in appointing him as Mayor Pro-Tem. He also welcomed questions and concerns from all citizens.

Mrs. Batts thanked everyone for coming out tonight and how thankful the council is for those that give back and volunteer. Surf City is a giving community who look out for each other. She also stated she looked forward to working with council and staff departments on resiliency after a storm and fiscally savvy, as they have since Florence.

Mayor spoke on beach plantings because they will not be able to establish a root before the fall private nourishment project. Sand fencing is a good temporary idea to establish more sand because it can be removed before the project is slated to begin. He encouraged everyone to sign up for CodeRed to news and alters from the town. He thanked everyone for coming out.

XIV. TOWN ATTORNEY REPORTS -

Mr. Edes gave an update on the easement's condemnation process. He gave an update on the School of Government training for the new zoning regulations on NCGS160D.

XV. CLOSED SESSION- Pursuant to NCGS 143-318.11(a)(6) Personnel

Mr. Helms made a motion for closed session to NCGS 143-318.11(a)(6). Mr. Torres seconded the motion and it was carried.

Mr. Fowler made a motion to go back into open session. Mr. Helms seconded the motion and it was carried.

Mrs. Batts motion to hire Mr. Breuer as town manager upon the terms of a written contract as explained to the board by the town attorney with the effective starting date of January 15, 2020. Mr. Helms seconded the motion and it was carried unanimously.

XVI. ADJOURNMENT -

Mr. Helms made a motion to adjourn. Mrs. Batts seconded the motion and it was carried.

TOWN OF SURF CITY

January 17, 2020 WORK SESSION MINUTES

Agenda
9:00 AM / Friday, January 17, 2020
Surf City Welcome Center, 102 N. Shore Drive

Council Members Present:
Douglas C. Medlin, Mayor
William J. (Buddy) Fowler, Mayor Pro-Tem
Donald Helms
Teresa Batts
Jeremy Shugarts
Dwight Torres

Call to Order
Mayor Douglas C. Medlin, Mayor

Invocation & Pledge

Approval of Agenda
Mr. Helms made a motion to approve the agenda with the addition of Town Hall as an agenda item. Mrs. Batts seconded the motion and it was carried.

Introductions & Welcome

Work Plan

1. Beautification & Appearance Committee - Council Liaison Appointment

Mr. Fowler stated to give the beautification committee a one-year term to get the committee organized and attendance up.

Mr. Shugarts asked for a name change to City Enhancement Committee to more include what the committee does.

Mr. Helms nominated Mr. Shugarts as the Beautification and Appearance committee liaison for a one year term. Mr. Fowler seconded the motion and it was carried.

2. Advisory Committee Applicant - Planning Board and Beautification & Appearance Committee

Mr. Torres made a recommendation to appoint Derek Arthur to the Planning Board to the alternate seat. Mrs. Batts seconded the recommendation and it the council agreed.

Mr. Helms made a recommendation to approve Sandi Monroe as new beautification and appearance committee member. Mr. Shugarts seconded the recommendation and the council agreed.

3. Special Events Sponsorship Request - Ocean Fest & RHOTI

Codey Leutgens gave an overview for Ocean Fest 2020 entailing the site plan, safety, food, and sponsorship. They requested two to three additional food vendors for the festival with the approval of the neighboring restaurants. He brought forth signatures from all restaurants that touch the proposed site plan for Ocean Fest 2020 with their approval.

Mr. Shugarts made a motion to accept the Ocean Fest 2020 sponsorship to include waiving the rental and application fees; and allowing food trucks for the event. Mr. Fowler seconded the motion and it was carried.

Mr. Fowler made a motion to approve the park rental fees and the application fee for the RHOTI. Mr. Helms seconded the motion and it was carried.

4. Beach Nourishment

Mr. Breuer briefly discussed the three beach nourishment projects projected for Surf City in the near future. The FEMA Berm, Private Project and the Federal Project with North Topsail Beach. Staff has already been working with N. Topsail since the release of the funds this week. Staff has also been in discussions with Pam Castens the federal representative for the Army Corps project.

There was discussion about placing a continuous berm on the north end of town. It was recommended to get a timeline from CM Mitchell and move forward with a Budget Ordinance Amendment for that sand haul.

The council came to the consensus to move forward with CM Mitchell and the budget ordinance amendment.

5. Waterside Final Plat Approval & Improvements Bond Acceptance

Mr. Breuer stated there are sixty lots in phase 1A for Waterside final plat approval. DR Horton is requesting is requesting approval of the first sixty lots with a bond amount of $2 million. The attached sheet projects the necessary improvements for development. Mr. Breuer requested that the security agreement come in the form of an escrow account.

Mrs. Kimes asked for additional bond amount to cover the work on JH Batts as the submitted plat does not cover the improvements on JH Batts Road.

Mr. Padgett stated that no traffic will enter on Hwy 50 until the signal comes in. They are tied to this agreement with NCDOT. There will be no building permits issued until the traffic light is installed as the town stated in the previous meeting with Bull City Developers in December.

Mrs. Kimes stated she was going to follow-up with NCDOT to see what improvements are bonded as part of their work.

The item was tabled.

6. Town Hall

Mr. Breuer stated the RFQ was put out for a construction manager at risk for the new municipal complex construction. There were four firms that responded. Staff along with the architect and engineer held interviews, two were identified as the preferred builders. The estimated budget; expenditures and revenues, financing would be $6.65 million and would not

include the purchase of the neighboring parcel. Staff is requesting that the board choose Monteith Construction.

The council came to the consensus to choose Monteith Construction for the construction manager at risk on the February council agenda.

7. Closed Session pursuant to NCGS - 143-318.11(a)(5) Real Property Acquisition

Mr. Helms made a motion to go into closed session NC 143-318.11(a)(5) Land Acquisition. Mrs. Batts seconded the motion and it was carried.

The council approved David Ward, TISPC member as part of the closed session.

Adjourn

Mr. Fowler made a motion to back into regular session. Mr. Helms seconded the motion and it was carried.

Mr. Helms made a motion to adjourn. Mr. Shugarts seconded the motion and it was carried.

2020 Meetings Holiday Schedule

Town Council @ 6:30p.m. 2020

Day	Date
Tuesday	January 7
Tuesday	February 4
Tuesday	March 3
Tuesday	April 7
Tuesday	May 5
Tuesday	June 2
Tuesday	July 7
Tuesday	August 4
Tuesday	September 1
Tuesday	October 6
Wednesday	November 4
Tuesday	December 1

Planning Board @ 5:30p.m. 2020

Day	Date
Thursday	January 9
Thursday	February 13
Thursday	March 12
Thursday	April 9
Thursday	May 14
Thursday	June 11
Thursday	July 9
Thursday	August 13
Thursday	September 10
Thursday	October 8
Thursday	November 12
Thursday	December 10

2020 Town Holidays

Day	Date / Holiday
Monday	January 1 New Years Day
Monday	January 20 MLK
Friday	April 10 Good Friday
Monday	May 25 Memorial Day
Monday	July 6 Independence Day
Monday	September 7 Labor Day
Monday	November 11 Veterans Day
Thursday & Friday	Nov. 26-27 Thanksgiving
Thursday- Monday	December 24-28 Christmas

Work Session @ 9a.m. Community Center

3rd Friday of Every Month
February 21st 2pm

Bulk Item & Yard Debris Pickup

Pickup Type	Week
Yard Debris	April 20-25
Yard Debris	November 16-20
Bulk Item	Feb. 10-15
Bulk Item	May 4-9
Bulk Item	Septem. 14-18
Bulk Item	December 7-11

4 Town Meeting

Location	Date
Surf City	January 23
Topsail Beach	March-19
N. Topsail Beach	June-19
Holly Ridge	September-19

CANDIDATES REQUEST FOR APPOINTMENT
ADVISORY BOARDS AND COMMITTEES
TOWN OF SURF CITY

Planning Board

Are you a Town of Surf City resident, at least 18 years of age, willing to volunteer your time and expertise to your community? Please complete this application and return to:

Mail Completed Form: Town of Surf City Attn: Town Clerk
PO Box 2475
Surf City, NC 28445

Email completed form:
shobbs@surfcitync.gov

Fax completed form:
910-328-4132

Board/Committee: PLANNING BOARD
Applicant Name: DEREK R. ARTHUR
Home Address: 2819 S SHORE DR SC, NC TEL:
Business Address: 119 A TRITON LANE SC, NC TEL:

Do you live within the Corporate limits of Surf City? ☒ Yes ☐ No

How long have you been a resident in Surf City? 5 Years 14 years as a homeowner

Education and Employment Information

High School: BADFORD HIGH HONOLULU, HAWAII
Year Graduated: 1981

Institution Name: U of San Diego & Ohio University
Year Graduation: 1986
Major: BUSINESS ADMINISTRATION & FINANCE

Current Employer: INTERCOASTAL MORTGAGE COMPANY
Title/Position: SVP, LOAN ORIGINATOR
Duties: FINANCE RESIDENTIAL PROPERTIES

General Information

Current membership in organizations and offices held:

- BOARD OF ADJUSTMENTS
- TIAA, SPECIAL EVENTS COMMITTEE,

Past organizational membership and offices held:

MORTGAGE BANKERS ASSOC.

Do you anticipate a conflict of interest by serving as a member of a Board or Committee? NO

If yes, explain:

Do you possess subject matter education, training, and/or experience for the Board or Committee for which you are applying? If yes, explain below

SEE ATTACHED

If no, state reasons why you feel qualified for this appointment.

NOTE:

This information will be used by the Town Council in making appointments to Boards and Committees. In the event you are appointed, some information may be used as a news release to identify you to the community.

NAME

10/25/19

DATE

To whom this may concern,

I grew up in a military family and have lived in many states and a variety of communities. I have acquired a lot of ideas about what makes a good community. I have also had the opportunity to return to many of those places and have seen positive and negative things that have had a huge impact on a community.

Having been in the mortgage banking industry going on 34 years now, I have a wide exposure to what adds and subtracts to the value of property and more importantly, to the quality of life.

I originally came here as an outsider who built a vacation house. After doing so, I became convinced this is where I wanted to retire to. I am not retired and opened a business unit here. I am a permanent resident and truly love the lifestyle and warmth of the community.

I believe I can be a valuable resource to the community with my experience in having observed, over a wide variety of communities, those things that add or subtract to value of property and life style.

Thank you for your consideration

Sincerely,

Derek R. Arthur

CANDIDATES REQUEST FOR APPOINTMENT

ADVISORY BOARDS AND COMMITTEES

TOWN OF SURF CITY

Are you a Town of Surf City resident, at least 18 years of age, willing to volunteer your time and expertise to your community? Please complete this application and return to:

Mail Completed Form: Town of Surf City Attn: Town Clerk
PO Box 2475
Surf City, NC 28445

Email completed form:
shobbs@surfcitync.gov

Fax completed form:
910-328-4132

Board/Committee: Beach Renourishment, Beautification, Re-entry/Emergency Management

Applicant Name: Sandi Monroe

Home Address: 316 N Shore Dr

Business Address:

Do you live within the Corporate limits of Surf City? ☒ Yes ☐ No

How long have you been a resident in Surf City? 4 Years

Education and Employment Information

High School: Kalkaska High School, Kalkaska, MI

Year Graduated: 1984

Institution Name: Davenport University, Western Michigan University

Year Graduation: 2006, 2013

Major: BA Marketing, PR/Communications, Masters Program/Communication

Current Employer: Ward Realty

Title/Position: Director of Marketing

Duties: Promotion of Island and Rental Properties to public, respond to reviews and issues via social media, etc. Use social and print media to engage with community and visitors, Manage emergency situations via communications to guests, homeowners, and public (i.e. during hurricanes, water outages, etc)

General Information

Current membership in organizations and offices held:

Past organizational membership and offices held:
HOA Pappillion Park neighborhood-Secretary, Wall Lake Association-Board member,

Surf City Oceanfront Home Owner Group

Do you anticipate a conflict of interest by serving as a member of a Board or Committee? no

If yes, explain:

Do you possess subject matter education, training, and/or experience for the Board or Committee for which you are applying? If yes, explain below

I possess a strong desire for the beautification of my neighborhood and town, proven by the improvements to our personal property

Experience with marketing and communications and proven record of communicating with the public and citizens via social media and email platforms during emergency situations

Strong ability and interest in research and follow up on issues, willing to compile information and make calls to follow up on project status

Vested interest in the stability and preservation of our dunes and clean oceans. Want to find ways to get community involved, vs just oceanfront property owners

I feel that my strong background in marketing and communications can help the town of surf city in communicating a variety of information to its citizens and my inquisitive nature lends itself to seeking answers and following up on a variety of topics. My desire for a safe and beautiful community leads me to seek unity and answers to a variety of issues as they arise. I would like to provide help in a meaningful way that gets results. __

Strong ability and interest in research and follow up on issues, willing to compile information and make calls to follow up on project status

If no, state reasons why you feel qualified for this appointment.

NOTE:

This information will be used by the Town Council in making appointments to Boards and Committees. In the event you are appointed, some information may be used as a news release to identify you to the community.

Sandi Monroe

NAME

1/8/20

DATE

AIA® Document A133™ – 2019

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

AGREEMENT made as of the 27 day of January in the year 2020
(In words, indicate day, month, and year.)

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

Town of Surf City
PO Box 2475
Surf City, NC 28445

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

Monteith Construction Corp.
208 Princess Street
Wilmington, NC 28401

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

Surf City Municipal Complex
NC HWY 210, Surf City, NC

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

Lead Design Professional:
Formitas PLLC, S. Craig Allen PE, CPBD
PO Box 10993
Wilmington, NC 28404

Architect:
Dogwood Architecture, PC, Eric Jabaley AIA
1106 Audubon Blvd
Wilmington, NC 28403

The Owner and Construction Manager agree as follows.

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

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

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

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

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

New Surf City Municipal Complex, NC HWY 210, Surf City ,NC

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Unknown at this time

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

.1 Design phase milestone dates, if any:

Unknown at this time

.2 Construction commencement date:

Unknown at this time

.3 Substantial Completion date or dates:

Unknown at this time

.4 Other milestone dates:

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

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

Unknown at this time

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

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

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

Kyle Breuer, Town Manager
201 Community Center Dr
Surf City, NC 28445

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Lead Design Professional:
S. Craig Allen PE, CPBD
Formitas, PLLC
PO Box 10993
Wilmington, NC 28404

Architect:
Eric Jabaley AIA
Dogwood Architecture, PC
1106 Audubon Blvd
Wilmington, NC 28403

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Graham Smith
Monteith Construction Corp.
208 Princess Street
Wilmington, NC 28401

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

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

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

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

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

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

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

§ 3.1.3 Consultation

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

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

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

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Affidavit A

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- **.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- **.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- **.5** A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

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§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES
§ 4.1 Information and Services Required of the Owner
§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$60,000 Fixed Fee – Preconstruction services fees are not subject to retainage.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

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Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 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 Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

7 % Seven Percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3.75% CM Fee - Based on Cost of the Work General Conditions Fee 8 % of total cost of work, CMAR contingency is 1.75 % COW, Bonding 0.8% of total project cost, General Liability 0.3% of total project cost, Builders Risk Insurance 0.5% of total project cost.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5% All Change orders will have a 5% Construction Managers Fee.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% Maximum fee any subcontractor can charge for Changes orders.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed five percent (5 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE
§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs
§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

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(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

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§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or

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equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

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§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

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§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

7 % Seven percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION
§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a

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condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

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ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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

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

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand ($ 500,000) each accident, five hundred thousand ($ 500,000) each employee, and one million ($ 1,000,0000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million ($ 1,000,000) per claim and one million ($ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

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

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§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

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

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Affidavit A – Preconstruction Services

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Kyle Breuer Town Manager	Brian Stamp Vice President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133™ – 2019

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

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PAGE 1

AGREEMENT made as of the 27 day of January in the year 2020

...

Town of Surf City
PO Box 2475
Surf City, NC 28445

...

Monteith Construction Corp.
208 Princess Street
Wilmington, NC 28401

...

Surf City Municipal Complex
NC HWY 210, Surf City, NC

...

Lead Design Professional:
Formitas PLLC, S. Craig Allen PE, CPBD
PO Box 10993
Wilmington, NC 28404

...

Architect:
Dogwood Architecture, PC, Eric Jabaley AIA
1106 Audubon Blvd
Wilmington, NC 28403

PAGE 2

New Surf City Municipal Complex, NC HWY 210, Surf City ,NC

...

Unknown at this time

PAGE 3

Unknown at this time

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...

Unknown at this time

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Unknown at this time

...

Unknown at this time

...

Kyle Breuer, Town Manager
201 Community Center Dr
Surf City, NC 28445
PAGE 4

Lead Design Professional:
S. Craig Allen PE, CPBD
Formitas, PLLC
PO Box 10993
Wilmington, NC 28404

Architect:
Eric Jabaley AIA
Dogwood Architecture, PC
1106 Audubon Blvd
Wilmington, NC 28403

...

Graham Smith
Monteith Construction Corp.
208 Princess Street
Wilmington, NC 28401
PAGE 7

See Affidavit A
PAGE 10

$60,000 Fixed Fee – Preconstruction services fees are not subject to retainage.
PAGE 11

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager'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 Construction Manager.

...

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7 % Seven Percent

...

3.75% CM Fee - Based on Cost of the Work General Conditions Fee 8 % of total cost of work, CMAR contingency is 1.75 % COW, Bonding 0.8% of total project cost, General Liability 0.3% of total project cost, Builders Risk Insurance 0.5% of total project cost.

...

5% All Change orders will have a 5% Construction Managers Fee.

...

10% Maximum fee any subcontractor can charge for Changes orders.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed five percent (5 %) of the standard rental rate paid at the place of the Project.
PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
PAGE 18

5%
PAGE 19

7 % Seven percent
PAGE 20

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017
PAGE 22

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

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

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand ($ 500,000) each accident, five hundred thousand ($ 500,000) each employee, and one million ($ 1,000,0000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million ($ 1,000,000) per claim and one million ($ 1,000,000) in the aggregate.
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Affidavit A – Preconstruction Services

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...

Kyle Breuer Town Manager

Brian Stamp Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:56:20 ET on 01/27/2020 under Order No. 9792208140 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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MONTEITH

Affidavit A

PRECONSTRUCTION SERVICES – SURF CITY MUNICIPAL BUILDING		
Construction Documents – activities to be completed upon issuance of construction documents.	• Kick-Off Meeting • Analysis of Geotechnical Report • Development of Cost Model • Assist in Selection of Building Components (i.e. structure type, skin, mechanical, etc.) • Constructability / Feasibility Analysis	• Site Logistics Analysis • Building Information Modeling (BIM) • Preliminary Preconstruction and Construction Schedule • Attend Project Meetings • Reconcile cost with independent estimator.
Progress Activities – activities to be completed as design progresses	• Regularly scheduled meetings. • Analysis of design components with consultants. • Schedule tracking. • BIM coordination. • Initial Subcontractor "marketing". • Constructability reviews. • Update cost model as required.	• Meet with Stakeholders to evaluate project priorities. • Project expediting analysis. • Electronic Document control setup. • Page Turn meeting of final drawings
Permit Set - activities to be completed upon issuance of Permit Drawings	• Validation of Documents vs. Previous Discussions / Decisions • Develop Bid Packages • Subcontractor Outreach • Issue Requests for Subcontractor Qualifications • Subcontractor Bid Solicitation / Advertising • Coordination Subcontractor Requests for Information • Submit drawings for permitting	• Coordination of Bid Addendum • Subcontractor Bid Evaluation • Permit Coordination • Develop Guaranteed Maximum Price (GMP) Package • Owners Meeting to review GMP costs • Subcontractor Buyout • Set up project on Procore Management System

***** Other Duties as Necessary for the Successful Completion of the Project*****

Town of Surf City

201 COMMUNITY CENTER
POST OFFICE BOX 2475
SURF CITY, NORTH CAROLINA 28445
(910) 328-4131 | FAX (910) 328-1746

Douglas C. Medlin, Mayor
William J. (Buddy) Fowler, Mayor Pro-Tem
Dwight Torres, Councilman
Donald R. Helms, Councilman
Teresa B. Batts, Councilwoman
Jeremy Shugarts, Councilman

Discussion on US Army Corps of Engineers and Consideration to Hire a Contract Employee for Administrative Services

Staff and Members of Council met with a Representative of the US Army Corps of Engineers on Thursday, January 23, 2020, following the Topsail Island Shoreline Protection Committee meeting to discuss preliminary project details of the recently announced Federal Beach Nourishment Project. As one of many identified action items, the Town will need to solicit perpetual easements along oceanfront properties to execute the project, requiring approximately six hundred (600) individual property owner easement that will need to be obtained. As a part of this process, deeds will need to be pulled, and information will need to be put into the easement template in preparation to be sent out to property owners.

It is being requested that Council consider allocating funds necessary to hire a contract employee to execute this portion of the project. Using a cost factor of $20/hr [1], and an estimated 150 hours to complete the task, a not to exceed figure of $3,000.00 would be requested and budgeted for the maximum expenditure. The rate proposed is based on general research for paralegal services, however, it is not anticipated that the contract employee have a paralegal certification to perform the work requested.

TOWN OF SURF CITY
BUDGET ORDINANCE AMENDMENT
February 4, 2020

BE IT ORDAINED by the Governing Board of the Town of Surf City, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the **Beach Nourishment Fund Revenues & Expenditures** to account for a fund balance appropriation to cover unexpected expenses related to Hurricane Florence. This money will come from the Beach Nourishment Fund Balance. This money will be used to cover the cost to haul sand from a CAMA approved site to the beach and create a continuous berm from the Surf City pier moving north up to the Surf City town line. The appropriations are to be changed as follows:

INCREASE BUDGETED REVENUE

Account Number	Account Description	Amount
81-630-448-499900	Fund Balance Appropriation	$2,000,000

INCREASE BUDGETED EXPENDITURE

Account Number	Account Description	Amount
81-630-448-573200	Beach Nourishment Project	$2,000,000

Section 2. Copies of these Budget Amendments shall be furnished to the Clerk, to the Governing Board, to the Town Manger, and the Finance Officer for their direction.

Adopted this the 4th day of February, 2020.

ATTEST:

Doug Medlin

Stephanie E. Hobbs, Town Clerk (Seal)

Federal Project Partnership with N. Topsail Beach

Background:

On January 13, 2020 the Army Corps of Engineers announced they would be funding the Surf City / N. Topsail flood and storm damage mitigation project. The project has a cost of $237 million and is a collaboration between both towns and the Army Corps of Engineers. Staff is requesting Council to select two members to serve as liaisons on this project partnership.

Action Requested:

Consensus and appointment of two board members.