CITY OF LENOIR COUNCIL ACTION

FORM

I. Agenda Item:

Request Council to approve an additional services agreement with Maurer Architecture for services related to the Campus Improvements Project.

II. Background Information:

Attached for consideration is two agreements with Maurer Architectures for additional services for the Campus Improvements project. In March 2024, the City of Lenoir entered into a consulting services contract with Maurer Architecture for architectural design services for the Campus Improvements Project. The project includes three (3) distinct components: renovation of the Historic Old Lenoir High School Auditorium, Gymnasium, and new construction of the OVT Farmers' Market Pavilion at the former LEOS site on West Avenue. The cost of that contract was $325,000. Due to changes identified during construction, it has been necessary to add additional services to the scope of work. The total amount of the two agreements is $22,300.

Additional Services Agreement dated 4-24-26 in the amount of $17,000.

- Due to the removal of the underground stormwater retention system at the Pavilion site there were site design changes that required additional services from Maurer Architecture. There were value engineering and design changes to the HVAC and electrical systems on the Gymnasium to create a more appealing visual design by installing a smaller HVAC unit on the roof and a smaller unit on the ground in place of the one large unit originally designed to mount on the roof. These design changes led to the associated cost listed in this Additional Services Agreement.

Additional Services Agreement dated 7-23-26 in the amount of $5,300.

- Addresses services rendered for the gymnasium floor reinforcement including structural drawings and coordination. And the auditorium window replacement drawings and coordination with SHPO. The gymnasium floor reinforcement is needed to address the unlevel and dead spots in the floor. The auditorium window replacement is needed to address windows that are beyond repair and need to be replaced.

III. Staff Recommendation:

Staff recommends execution of two Additional Services Agreements with Maurer Architecture for additional services related to the Campus Improvements Project (Auditorium/Gymnasium and OVT Pavilion site) in the amount of $22,300.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Special Projects Manager: **David Coffey**

Attachments:

- **Additional Services Agreement with current fee schedule (April 2026)**
- **Additional Services Agreement with current fee schedule (July 2026)**

Additional Services Log

Project	LHS Campus
Contractor	Maurer Architectures

PCO #	Date Submitted	Description	Amount	Additional Services Total
1	4/26/2026	Lenoir High School Redevelopment Project – Additional Services for site revisions on the Pavilion site and value engineering the HVAC (and subsequently electrical) design on the gymnasium.	$ 17,000.00	$ 17,000.00
2	7/23/2026	Lenoir High School Redevelopment Project – Additional Services for gymnasium floor reinforcing and auditorium window replacement.	$ 5,300.00	$ 22,300.00

MAURER
architecture

4-24-26

David Coffey
Risk Manager/Purchasing Agent
City of Lenoir
801 West Ave NW
Lenoir, NC 28645
828-757-2217
drcoffey@ci.lenoir.nc.us

RE: Lenoir High School Redevelopment Project – Additional Services

Dear David,

Based on our correspondence back in late December, we've been tracking our time hourly as we work through the site revisions on the Pavilion site and value engineering the HVAC (and subsequently electrical) design on the gymnasium. Please find the supporting documentation from IMEG Engineering attached to this letter outlining original scope and scope additions. Per the outline above we are proposing the additional services and 12.5% markup per our AIA B105 to include:

Additional PME fee for Gymnasium Mechanical & Electrical redesign:	$9,500 + 12.5%:	$10,500
Additional fee for Gym coordination & Pavilion site redesign & coordination:		$ 6,500
	Total:	**$17,000**

OWNER *(Signature)*

David Coffey
Risk Manager/Purchasing Agent
City of Lenoir

ARCHITECT *(Signature)*

Ethan Page
Partner|Architect
Maurer Architecture

Short Form Services Agreement

4/24/2026

Client: Maurer Architecture
Attn: Ethan Page
Email: ethan@maurerarchitecture.com

Owner Name: City of Lenoir, NC
Project Name: The Campus Lenoir - HVAC Revisions
Project Location: Lenoir, North Carolina

Services: IMEG shall perform the following Services for this Project:

Mechanical and electrical redesign of the gymnasium.

Revisions will include relocating the packaged units and modifying electrical, pipe routing, and duct routing.

Compensation

Time & Material NTE: **$9,500**

Attachments: This Short Form Services Agreement expressly incorporates the terms and conditions attached hereto, and the current hourly rates (if applicable) set by IMEG for Services performed under this Short Form Services Agreement. This Short Form Services Agreement also expressly incorporates the following exhibits: <Insert name(s) of exhibit(s) or insert "None">.

Acceptance: Acceptance of this Short Form Services Agreement is limited to and includes acceptance of the provisions above, including all attachments. Services will be scheduled upon receipt of an executed copy of this Short Form Services Agreement. By signing and returning this Short Form Services Agreement to IMEG, all Parties agree to the terms and conditions included herein. Notwithstanding the foregoing sentence, if Client, or directors, officers, or employees of Client, engage IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Short Form Services Agreement, such as providing drawings, submitting questions, requesting engineering information, etc., without or prior to returning a signed copy of this Short Form Services Agreement, it is expressly agreed that acceptance of all terms and conditions of this Short Form Services Agreement will be implied and contractually binding.

Short Form Services Agreement valid for forty-five (45) Days from the date listed above.

IN WITNESS WHEREOF, the undersigned Parties execute this Short Form Services Agreement on the date set forth above. The Parties state that each have read this Short Form Services Agreement, acknowledge the contents of this Short Form Services Agreement, and are authorized to sign this Short Form Services Agreement. The Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

_____

Harrison Holt,Senior Mechanical Engineer 1
Harrison.Holt@imegcorp.com

Accepted: Maurer Architecture

_____

Ethan Page

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions.

IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to

professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

2026 STANDARD HOURLY RATES - SMEPT/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	$325
Client Executive / Market Director	$300
Project Executive	$280
Senior Project Manager 2	$250
Senior Project Manager 1	$230
Engineer of Distinction	$265
Senior (Engineer / Planner / Consultant) 3	$245
Senior (Engineer / Planner / Consultant) 2	$215
Senior (Engineer / Planner / Consultant) 1	$200
Project (Engineer / Consultant) 2	$180
Project (Engineer / Consultant) 1	$165
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	$140
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	$125
Designer of Distinction	$225
Senior (Designer / Authority) 3	$205
Senior (Designer / Authority) 2	$200
Senior (Designer / Authority) 1	$180
Project (Designer / Authority) 2	$165
Project (Designer / Authority) 1	$145
(Designer / Authority / Analyst) 2	$130
(Designer / Authority / Analyst) 1	$120
Design Technician 2	$105
Design Technician 1 / Intern	$95

Senior Construction Administrator	$200
Construction Administrator	$170
Field Technician 2	$160
Field Technician	$150
Project Coordinator	$135
Structural Inspector of Distinction	$265
Senior Structural Inspector	$150
Structural Inspector 3	$135
Structural Inspector 2	$120
Structural Inspector 1	$105
Senior Virtual Design Coordinator 2	$150
Senior Virtual Design Coordinator 1	$140
Virtual Design Coordinator 2	$135
Virtual Design Coordinator 1	$120
Virtual Design Technician	$105
Administrative Assistant	$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

MAURER
architecture

7-23-26

David Coffey
Risk Manager/Purchasing Agent City
of Lenoir
801 West Ave NW
Lenoir, NC 28645
828-757-2217
drcoffey@ci.lenoir.nc.us

RE: Lenoir High School Redevelopment Project – Additional Services Dear David,

Thank you for the continued partnership in the Lenoir High School Redevelopment project. The purpose of this letter is to address services rendered for the gymnasium floor reinforcing, and auditorium window replacement. Please find the supporting documentation from Avery Engineering attached to this letter. We are proposing the additional services as outlined below per our AIA B105 to include:

-Gym floor reinforcing Structural Drawings & coordination	$2,750 + ~12.5%:	$3,000
-Auditorium window replacement drawings and coordination with SHPO		$2,300
	Total:	**$5,300**

Don't hesitate to reach out with any questions.

OWNER *(Signature)*

David Coffey
Risk Manager/Purchasing Agent
City of Lenoir

7-23-26

ARCHITECT *(Signature)*

Ethan Page
Partner|Architect
Maurer Architecture

AVERY ENGINEERING, PLLC
7496 Waterside Peak Drive
Denver, North Carolina 28037
(980) 241-0707
www.avery.engineering

INVOICE

Bill To

Maurer Architecture
David Maurer
115 1/2 East Hargett Street, Suite 300
Raleigh, NC 27601

Project

AE.25116 The Campus Gymnasium (Floor)

Invoice #

AE.25116-01

Invoice Date

02/02/2026

Description	Current Billed
Professional Services	2,750.00
Structural Drawings for Gym Floor Framing	
Total	2,750.00

Invoice total **$2,750.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
AE.25116-01	02/02/2026	2,750.00	2,750.00				
	Total	2,750.00	2,750.00	0.00	0.00	0.00	0.00

Terms: Due upon receipt.
After 30 days, a service charge based on the past due amount of 1.5% per month will be assessed.

Please make checks payable to Avery Engineering, PLLC, and reference the invoice number with payment.

Avery Engineering, PLLC Federal Tax ID #26-2427686