BECKER MORGAN GROUP

ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

December 18, 2024

David Ramsey
Business Services Director
City of Lincolnton
114 W Sycamore Street
Lincolnton, North Carolina 28092

Re: **Professional Services – Part B**
NEW CITY OF LINCOLNTON PUBLIC SERVICES CENTER
Lincolnton, North Carolina
2023364.00

Dear David:

Becker Morgan Group, Inc. is pleased to provide a professional services proposal for the Public Services Center project in Lincolnton, North Carolina. It has been a pleasure collaborating with you and your team thus far on this project throughout Part A: Advanced Planning. We continue to appreciate your confidence in our firm.

Enclosed, please find an original agreement documenting our initial services and compensation. If acceptable, please sign and return the agreement to our office and we will continue with our services.

Thank you for the opportunity to be of service. Please do not hesitate to call with any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.

Chris Coleman, AIA, NCARB
Associate

Enclosure: Proposal (12/18/2024)

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BECKER MORGAN GROUP, INC.

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CHARLOTTE, NORTH CAROLINA 28204
980.270.9100

314 EAST MAIN STREET
CLAYTON, NORTH CAROLINA 27520
919.243.1332

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
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December 18, 2024

Proposal / Agreement

Professional Services – Part B
NEW CITY OF LINCOLNTON PUBLIC SERVICES CENTER
Lincolnton, North Carolina
2023364.00

Project Scope

It is our understanding that the overall project is based on; renovation of the existing 35,000 sf +/- facility, new construction of Department / Fleet Maintenance buildings, and overall site work (including vehicle spaces and material storage), located at 500 Sigmon Road in Lincolnton, North Carolina.

New construction of department / fleet maintenance buildings will include, but are not limited to the following: Administration, Distribution & Collections, Equipment Services, and Public Works (Street & Property, and Solid Waste). The intent is to provide each department with their own work, storage, utilities, and break areas, while utilizing the existing warehouse primarily as a docking station and storage building for all departments. Also, per our most recent design meeting of 11/21/24 and conversation on 12/09/24, the project design scope shall be based around the following:

- Existing approximate 35,000 sf building: storage only
  - Window and door replacement (as applicable)
  - Roof repair and/or replacement (as applicable)
  - New unit heaters and exhaust fans for air circulation
  - New exterior design improvements to rebrand the existing facility
- Existing approximate 4,000 sf shed: department use for storage only
  - Any exterior design improvements to rebrand the existing facility
- New (2) 6,000 sf pre-engineered metal buildings
  - Street & Property / Solid Waste (Public Works)
  - Distribution & Collections
  - Staff / Admin offices
  - Break / Conference rooms
  - Work / Storage areas
  - Enclosed storage spaces
  - Unisex toilets
- New (1) est. 6,600 sf pre-engineered metal building
  - Fleet Maintenance (Equipment Services; to include Administration in front of house)

Finally, our team will work with the departments mentioned above to further plan and design the three (3) new proposed pre-engineered metal buildings. Overall site design includes numerous pole buildings for vehicle and material storage, wash pits, and miscellaneous support building needs.

As discussed, the BMG design team will work with our CMr partner, Edifice Construction, at each of the following phases as outlined below to ensure the overall project design and construction budget align with City of Lincolnton.

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Services Scope and Compensation

Part B: Full Design Services
Based on our proposal for Part A: Advanced Planning Study, Part B is as outlined below.

The scope of design services varies with commercial/municipal type projects. Comprehensive architectural services for this type of project will normally range between 8% - 12% of the total project cost. Based on our recent series of meetings with the City of Lincolnton project team and the CMr (Edifice Construction) on 11/21/24 and latest conversation with Owners on 12/9/24, the estimated project budget is now between $8 - $9 million. The following design disciplines are included in Part B and will provide the following work per task:

Architecture – Becker Morgan Group, Inc.
MEP Engineering – Devita, Inc.
Civil Engineering – Merrick & Company
Structural Engineering – Stewart Engineering, Inc.
Landscape Architecture (included in civil design)
Interior Design (finishes only) – Becker Morgan Group, Inc.

Task 001 – Schematic Design

- Refinement of overall conceptual floor plan of existing 35,000 square foot facility.
- Confirmation and design of miscellaneous pole barn storage buildings and/or miscellaneous material storage buildings, pending conformation of need and scope.
- Confirmation of any existing building conditions based on updated design.
- Identification of materials and systems as related to renovation, new construction, and overall site design components.
- Weekly and/or bi-weekly design coordination meetings with CMr.
- Schematic design from our engineering design team as listed above.
- In person and/or virtual meetings with City of Lincolnton and CMr project teams for updates and budget confirmation.
- Coordination with City of Lincolnton Fire Marshal and local plan reviewers.
- Deliverables: schematic design documents package for City project team review.
- Presentation meeting updates to City of Lincolnton City Council, if required.

Task 002 – Design Development

- Refined layouts and drawings from design team of building systems as part of renovation and new construction scope.
- Weekly and/or bi-weekly design coordination meeting with CMr to confirm design scope and costs. Provide design changes as necessary to align construction budget.
- In person and/or virtual meetings with City of Lincolnton and CMr project teams for updates and budget confirmation.
- Coordination with City of Lincolnton Fire Marshal and local plan reviewers.
- Deliverable: 50% completed set of design drawings for City project team review.
- Presentation meeting updates to City of Lincolnton City Council, if required.

Task 003 – Construction Documents / Subcontractor Bidding

- Completed design details from project design team as required to provide CMr with accurate information to provide accurate costing information from the sub-contracting partners.
- Weekly and/or bi-weekly design coordination meeting with CMr to confirm design scope and costs. Provide design changes as necessary to align construction budget.

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- In person and/or virtual meetings with City of Lincolnton and CMr, project teams for updates and budget confirmation.
- Deliverable: 100% complete set of design drawings for City of Lincolnton project team review. Coordination with CMr for any final details as required to confirm final CMr construction pricing.
- Provide updates to design drawing pending any final reviews from CMr or City.
- Coordination with City of Lincolnton Fire Marshal and local plan reviewers to gain overall plan review approval to start construction.
- Presentation meeting updates to City of Lincolnton City Council, if required.

Task 004 – Construction Administration

- Bi-weekly site progress OAC meetings with CMr and construction team.
- Periodic site visits by engineering team (Civil, Structural and MEP).
- Progress reports to CMr and City project teams.
- Review and processing of submittals, requests for information, proposed change orders.
- Review and processing of pay applications.
- Punch list inspections and final closeout documents.
- Presentation meeting updates to City of Lincolnton City Council, if required.

For the services as outlined above, we are proposing a fixed fee of 9.5% of an estimated $8.5 million project budget or $807,500.

Task 001 – Schematic Design	$104,236
Task 002 – Design Development	$194,847
Task 003 – Construction Documents / Subcontractor Bidding	$305,652
Task 004 – Construction Administration	$202,765
Total Fixed Fee	$807,500

**Task breakdown, as listed above, is subject to adjustments pending final fee agreements with Engineering Consultants based on recent changes to the Project introducing Fleet Maintenance Building and Department Relocation. Overall fixed fee to remain the same.*

Should the City of Lincolnton elect to change or modify the "scope" defined in this proposal, BMG will be entitled to a fee adjustment in accordance with this proposal's terms.

Exclusions *(the following services and expenses are excluded from this agreement)*

Services

- Regulatory Matters*: Variances; Exceptions; Amendments; Hearings; Review Meetings; Conditional Use Permitting; Waivers
- Surveying: Subdivision Plats; Recordation; Agency Reviews; ALTA/ACSM Surveys; Recordation Drawings; As-Built Surveys; Construction Stake Out Services
- Third Party Construction Inspection or Special Inspection Services
- Studies*: Traffic; Community Impact Statements; Feasibility
- Environmental: Phase 1 and Phase 2 Studies; Wetlands Delineation and Permitting; Tree Protection
- Engineering: Geotechnical (Soil Borings and Recommendations); Fire Protection; Life Safety; Technology and Telecommunications
- Off-Site Improvements: Design of any Off-Site Improvements or Utility Extensions to the Site
- Design*: Interior Design, Furniture, Fixtures and Equipment (FF&E) Specification and/or Procurement; FF&E Color Coordination; Window Coverings (Finish selections provided)

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- LEED® Design or Documentation or similar Environmental or Energy Conservation Program
- WELL™ Performance Verification* (with use of WELL AP™ and/or WELL Performance Testing Agent), Products, and Services
- Permitting*: Health; Food Service; Environmental
- Special Consultants: Acoustical; Audio/Video; Cost Estimating; Building Envelope; Roofing; Scheduling; Security; Fire Hydrant Flow Testing
- Graphics*: Physical Models; 2D and 3D Presentation / Marketing Materials; Project Signage; Animation

Expenses

- Fees: Filing; Review; Permits; Agency Approvals; Bonds
- Reproduction: Printing of Drawings and Specifications
- Travel: Mileage; Tolls; Parking
- Coordination of Owner / Tenant Provided Materials or Services

**Becker Morgan Group, Inc. has personnel qualified to perform these services as required.*

Agreement Terms

Reimbursable items such as printing, mileage, shipping, etc. are not included in our fee, and will be billed separately. The attached *Terms and Conditions of Agreement* documents contract terms and is hereby incorporated into this agreement. If this proposal is acceptable, please sign and return the original to our office.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.

Ernest W. Olds, AIA, NCARB
Principal | Vice President

Douglas C. Burns, AIA
Principal

Chris Coleman, AIA, NCARB
Associate

City of Lincolnton
David Ramsey - Business Services Director

Accepted: _____
Signed

Accepted: _____
Printed

Title: _____

Date: _____

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Client Billing Information	*(To Be Completed by Client – Please Print)*
Billing Contact Name:	
Billing Entity:	
Billing Address, City, State, Zip:	
Billing Email Address:	
Billing Contact Phone:	

enc: *Terms and Conditions of Agreement* (01/01/24) NC

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TERMS AND CONDITIONS OF AGREEMENT
For Professional Services

Scope of Project and Services
See attached proposal/letter of agreement.

Fixed Fee Projects
Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule
Compensation for hourly services:

Principal	$225 - 300/hr
Senior Associate	$165 - 220/hr
Associate	$120 - 200/hr
Architect/Engineer/Interior Designer	$100 - 180/hr
Designer	$ 80 - 160/hr
Technician	$ 75 - 120/hr
Support	$ 80 - 160/hr
Expert Witness	1.5 x billing rate
3D Scanner	$210/hr

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus (10) ten percent.

Estimated Fees
Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment
Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices
Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses
In-house reproduction expenses incurred in the interest of the project will be billed as follows:

	Size	***Regular***	***Color***
Plots	18x24	$ 5.00	$10.00
	24x36	$10.00	$15.00
	30x42	$15.00	$20.00
Photocopies	8½ x 11	$ .15	$ .50
	8½ x 14	$ .20	$ .75
	11x17	$ .25	$ 1.00
Prints	18x24	$ 2.00	
	24x36	$ 3.00	
	30x42	$ 4.00	

Reimbursable Expenses
Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals
The Owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges, including, but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the Architect's control. Architect does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services
Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope
All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build
If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to Architect's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery
If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, Architect shall have no liability to Owner with respect to fast-track design services or early or phased construction packages.

Betterment
In the case of design errors or omissions that lead to an increase in the cost of construction, Architect shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries
Neither the Contractor nor any other person or entity, apart from the Owner and Architect, are intended beneficiaries of the Architect's services. Architect does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that Architect makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Site Visitation
In the event Architect's scope of services includes periodic site visits during the construction phases, Architect shall be serving only in the capacity as a consultant to advise Owner on issues involving progress and general design compliance. Architect does not assume any responsibility for the means and methods of construction, shoring or temporary construction, quality or timeliness of any contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of Architect's scope of services as defined in this Agreement.

Design Without Construction Review
Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Owner shall secure similar partial waivers of liability in favor of A/E from each and all of its separate contractors, subcontractors and consultants of every tier.

Ownership of Documents
All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the Architect and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the Architect and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold Architect harmless for all claims arising out of Owners reuse, misuse, modification or assignment of Architect's instruments of service. This provision shall survive termination of this Agreement.

Insurance
The Architect is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The Architect will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the Architect's contractual responsibility.

Risk Allocation
Owner and Architect have discussed the risk, rewards and benefits of the project and the Architect's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, Architect's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or $50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of Architect's insurance coverage available to pay for said increased liability only if a mutually agreed increase in Architect's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement
This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions
The Architect does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under Architect's scope of services, Architect assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment / Work Stoppage
The Architect reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. As stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care
The Owner acknowledges the inherent risks associated with construction. In performing professional services, the Architect will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed Architect in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the Architect during the completion of its services under this Agreement.

Successors and Assigns
The Owner and the Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits / Certifications
Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the Architect. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions
Unless otherwise specified, this Agreement shall be governed by North Carolina Law. Terms in this Agreement shall have the same meaning as that in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection
If it is necessary to enforce collection on any amount past due under this agreement, the Architect shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit
The Owner shall make no claim (whether directly or in the form of a third party claim) against the Architect unless the Owner shall have first provided the Architect with a written certification executed by a licensed professional in the State of North Carolina, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an Architect performing professional services under similar circumstances. Such certificate shall be provided to the Architect thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim
In the event the Owner makes a claim (or counterclaim) or brings an action against the Architect for any act arising out of the performance of the services hereunder, and the Owner fails to prove such a claim or action, then the Owner shall pay all legal and other costs incurred by the Architect in defense of such claim or action.

Electronic Media
If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit $200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Publicity
All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects, as appropriate.

January 1, 2024
Becker Morgan Group, Inc.

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