

RESOLUTION TO APPROVE THE CONTRACT WITH SHOOK KELLEY TO PRODUCE THE TOWN OF HUNTERSVILLE 2022 DOWNTOWN PLAN

WHEREAS, the Town Board has determined that the 2006 Downtown Master Plan is dated and needs to be reexamined; and

WHEREAS, proposals were requested from firms interested in contracting with the Town of Huntersville to assist in the development of the 2022 Downtown Plan; and


WHEREAS, Shook Kelley has been selected as the firm most qualified to perform the work necessary to produce the 2022 Downtown Plan;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

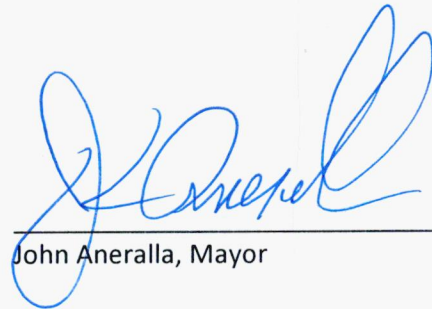
1. The Contract for Professional Services ("Contract") attached hereto as Exhibit A is approved.
2. The Planning Director for the Town of Huntersville is authorized to sign the Contract on behalf of the Town.

Adopted this the 1st day of November, 2021.

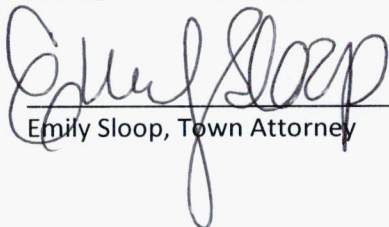
ATTEST:


Janet Pierson, Town Clerk




John Aneralla, Mayor

APPROVED AS TO FORM:


Emily Sloop, Town Attorney

Huntersville 2022 Downtown Plan

Agreement Between Town of Huntersville, NC and Shook Kelley, Inc.

AIA[®] Document B102™ - 2017

Standard Form of Agreement Between Owner and Architect

without a Predefined Scope of Architect's Services

AGREEMENT made as of the «First» day of «November» in the year «Two Thousand Twenty-One»

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

«Town of Huntersville»«»
«105 Gilead Road»
«3rd Floor»
«Huntersville, NC 28078»
«Telephone Number: (704)766-2213 »

and the Architect:

(Name, legal status, address and other information)

«Shook Kelley, Inc. d/b/a Shook Kelley»
«1545 West Trade Street »
«Charlotte, North Carolina 28216»
«Telephone Number: (704) 377-0661»
«Fax Number: (704) 377-0953»

for the following (hereinafter referred to as "the Project"):

(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

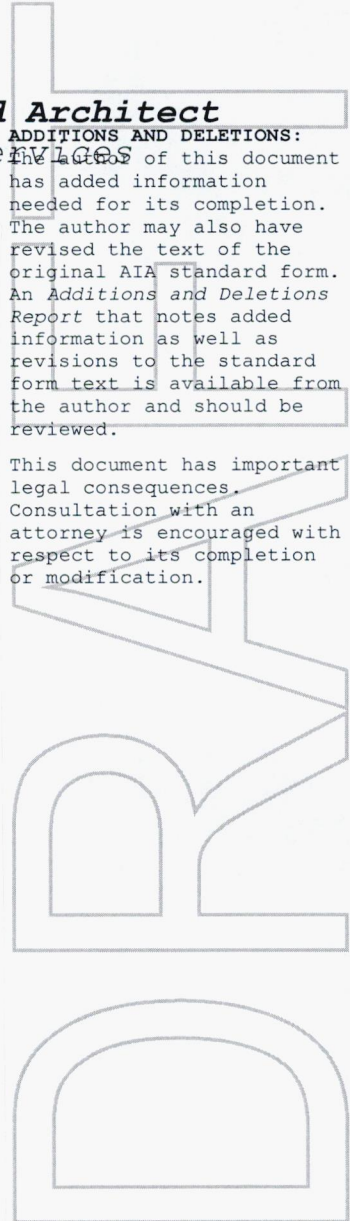
«Huntersville - 2022 Downtown Master Plan»
« For purposes of defining the approximate Project Study Area see Exhibit A . For purposes of defining the Scope of Work and level of service required for the various tasks identified within, refer to Article 1: Architect's Responsibilities.»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

«See Exhibit B and Exhibit C»

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

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

§ 1.2.1 The Architect shall retain the consultants identified in Sections 1.2.1.1 and 1.2.1.2 under Basic Services:
(List name, legal status, address, and other contact information.)

.1 Transportation and Infrastructure Consultant:

«Gannett Fleming, Inc. »
« One Glenwood Avenue »
«Suite 900 »
« Raleigh, North Carolina 27063»
«Telephone Number: (919) 420-7660 »

.2 Economic Development Consultant:

«Gibbs Planning Group, Inc. »
« 240 Martin Street »
« Birmingham, Michigan 48009 »
«Telephone Number: (248) 642-4800 »

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

«Charles Terry Shook, FAIA»
«1545 West Trade Street»
«Charlotte, North Carolina 28216»
«Telephone Number: (704) 377-0661»
«Fax Number: (704) 377-0953»
«Email Address: tshook@shookkelley.com»

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

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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

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

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

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

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

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

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

«David Hill»
«105 Gilead Road»
«3rd Floor»
«Huntersville, NC 28078»
«Telephone Number: (704)766-2213 »
«Email Address: dhill@huntersville.org»

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

§ 2.4 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.

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

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

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

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. Nothing stated herein shall constitute a waiver of the Owner's governmental immunity.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

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

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

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

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction in North Carolina.
- Other (*Specify*)

« »

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

§ 4.3 Arbitration

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

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

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

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

§ 4.3.4 Consolidation or Joinder

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

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

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«Not Applicable»

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

« Not Applicable »

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

« See Exhibit D »

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

«A fixed fee of One Hundred and Fifty Thousand Dollars (\$150,000)

§ 6.2 Both the Owner and the Architect acknowledge that the specific scope of services outlined herein may be modified as may be generally requested by the Owner. Any services beyond those described in Section 1.1, shall be provided as Additional Services. Additional Services shall be either based upon a fixed fee in accordance with a specific scope, or provided on an hourly basis at the following hourly rates:

«

- Partners' time at a fixed rate of Three Hundred and Fifty Dollars (\$350.00)/hour.
The Partners are:
 - Charles Terry Shook, FAIA
 - Kevin Ervin Kelley, AIA
- Principals' time at a fixed rate of Two Hundred Fifty Dollars (\$250.00)/hour.
The Principals are:
 - Frank Stephen Quattrocchi, LEED AP
 - Stanley Paul Rostas, AIA, IIDA, LEED AP
 - Thomas Scott Goodwin, AIA
 - Faron Franks
 - Larry Richard Zinser, II
 - Terry William Vickers, Jr., AIA, NCARB
- Senior Associate Staff time at a fixed rate of Two Hundred and Fifteen Dollars (\$215.00)/hour.
- Associate Staff time at a fixed rate of One Hundred and Forty Dollars (\$140.00)/hour.
- Junior Associate Staff time at a fixed rate of One Hundred and Fifteen Dollars (\$115.00)/hour.
- Administrative Staff time at a fixed rate of Seventy Dollars (\$70.00)/hour.»

§ 6.3 Compensation for Reimbursable Expenses

§ 6.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation for authorized out-of-town travel and subsistence ;
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- .4 Printing, reproductions, plots, and standard form documents(through utilization of primarily digital media and presentation materials, the Architect shall endeavor to minimize use of paper with printing and plotting;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and Presentation materials requested by the Owner or required for the Project. Architect shall provide its own computer and projection equipment for public presentations. (Note: Costs associated with public meeting venue procurement along with audio/visual equipment rental and internet infrastructure shall be borne by the Owner);
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- .9 All taxes levied on professional services and on reimbursable expenses;
- ~~.10 Site office expenses;~~

- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- .12 Other similar Project-related expenditures.

A guaranteed maximum (GMAX) fee of Ten Thousand Dollars (\$10,000)

§ 6.3.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero» percent («0» %) of the expenses incurred.

§ 6.3.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

«Not Applicable»

§ 6.4 Payments to the Architect

§ 6.4.1 Initial Payments

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

§ 6.4.2 Progress Payments

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

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

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

§ 6.4.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

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

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

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

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

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

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

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

«As found in the Standard Terms and Conditions of the Town of Huntersville attached hereto and incorporated herein as Exhibit E. »

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

« »

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

« »

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

« Exhibit A – Project Site Study Area »
 « Exhibit B – Project Overview and Process »
 « Exhibit C – Project Scope of Work »
 « Exhibit D – Project Work Plan and Schedule »
 « Exhibit E – Town of Huntersville Standard Terms and Conditions »

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

OWNER (Signature)

«Jack Simoneau»«, Planning Director»
(Printed name and title)

ARCHITECT (Signature)

«Charles Terry Shook, FAIA»«, President»
(Printed name, title, and license number, if required)

Town of Huntersville - 2022 Downtown Master Plan

Scope of Work Outline

PHASE 1: DISCOVERY

1.1 ORGANIZATION, MOBILIZATION & RECONNAISSANCE

- 1.1.1 Town Department Coordination
- Introductory Discussions & Information Download
- GIS Data Collection & File Transfer
- Communication Protocols & Infrastructure (Internal & External)
- DPSC & Public Meetings: Venue, Approach, Protocols, & Infrastructure
- 1.1.2 Streamline Coordination, Mobilization, & Start-up Activities
- Downtown Context Field Study
- Adopted Town Document, Ordinance & Policy Review

1.2 PRELIMINARY ASSESSMENT

- 1.2.1 Infrastructure (Shook Kelley (SK) & Gannett Fleming (GF))
 - Transportation (SK & GF)
 - Arterial Streets & Intersections (Gilead Rd & NC 115)
 - Downtown & Adjacent Neighborhood Streets
 - Public Transit - CRT & BRT Station Area Plan
 - Parking - Distribution, Supply & Demand
- General Infrastructure Systems (GF)
 - Environment & Open Space (SK & GF)
 - Terrestrial Systems
 - Public Greenways, Trails & Parks
 - Stormwater Systems
 - Adopted Town Documents, Ordinance & Policies
 - Existing Land Use & Development Site Typologies
 - Existing Development Form & Program - Uses and Typologies
 - Other-TBD
- 1.2.3 Economic Development (Shook Kelley (SK) & Gibbs Planning Group (GPG))
 - Existing Ownership Patterns: City-Owned & Private-Owned Assets (SK)
 - Existing Development Activity Types & Patterns: Recent & Emerging (SK)
 - Market Study (GPG)

PHASE 2: ORGANIZING PRINCIPLES & ALTERNATIVE FUTURES

2.1 ORGANIZING PRINCIPLES

- 2.1.1 Infrastructure
- 2.1.2 Land Use / Urban Design
- 2.1.3 Economic Development

2.2 ALTERNATIVE FUTURES (1-3)

- 2.2.1 Identification: Designations & Approaches
- 2.2.2 Alternative Futures & Comparative Analysis - DRAFT (Public Forum)
 - DRAFT Development Vetting - AS
 - DRAFT Alternative Futures & Comparative Analysis - Modeling
 - DRAFT Alternative Futures & Comparative Analysis - Final (Post-Forum)
- 2.2.3 Alternative Futures: Vetting & Evaluation
 - Final Development: TBD - ArcGIS Urban Scenario Modeling
 - Additional Services: TBD - ArcGIS Urban Scenario Modeling
- 2.2.4 Alternative Futures Selection (Basis for Master Plan)

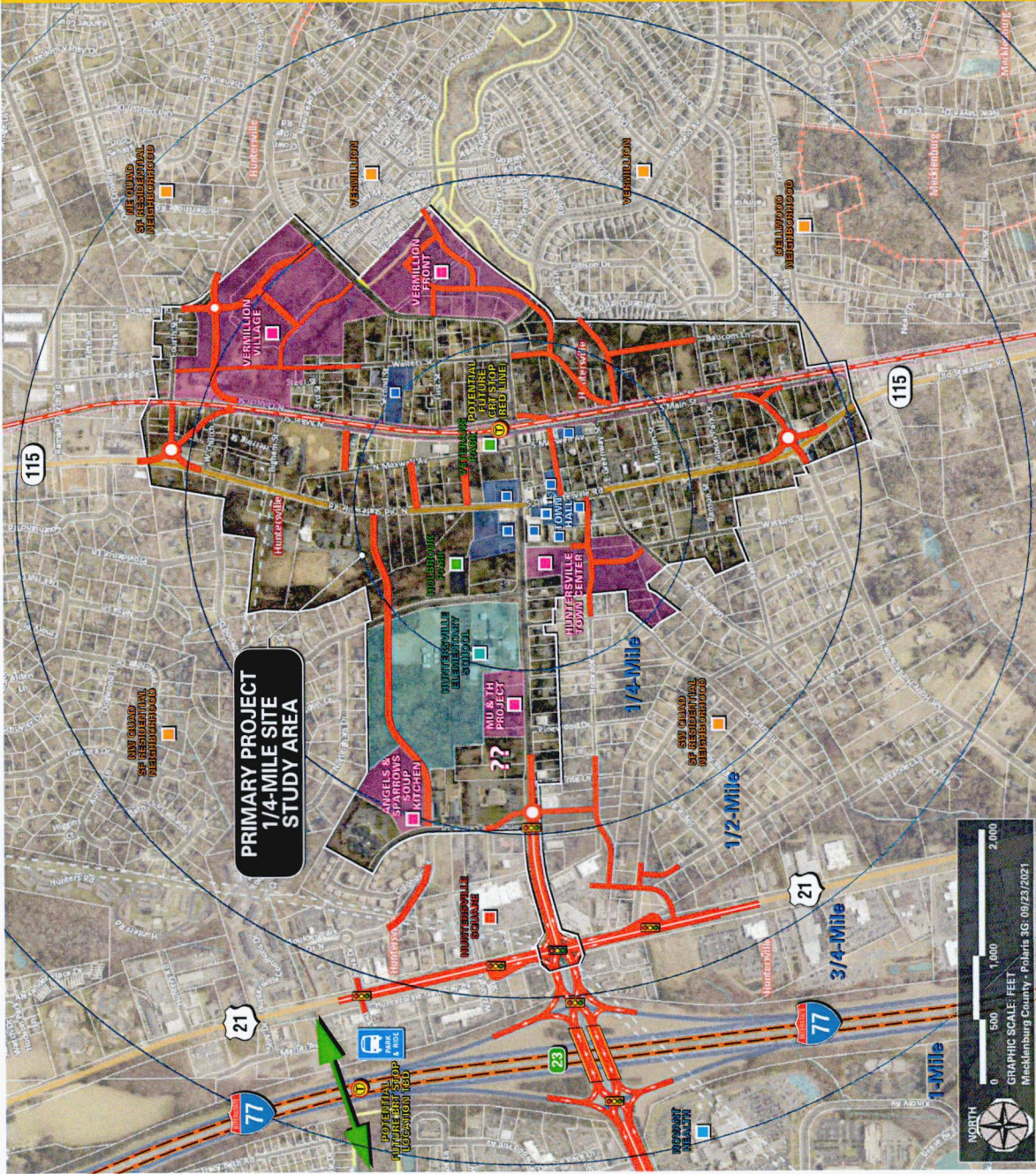
PHASE 3: FINAL STRATEGY & MASTER PLAN

3.1 MASTER DEVELOPMENT STRATEGY

- 3.1.1 Infrastructure
- 3.1.2 Land Use / Urban Design
- 3.1.3 Economic Development
- 3.1.4 Key Code & Policy Elements
- 3.1.5 Public/Private Development Approach
- 3.1.6 Development Focus Areas & Key Catalytic / Implementation Projects
- 3.1.7 Implementation & Phasing Strategy
- 3.1.8 Next Steps

3.2 MASTER PLAN DEVELOPMENT

- 3.2.1 Master Plan & Development Program - DRAFT (Public Forum)
 - 3.2.2 Master Plan & Development Program - FINAL (Post-Public Forum)
- #### NON-LINEAR SERVICES
- NS.1 SK Peer Review: Current / Prospective Downtown Development Projects
 - Huntersville Town Hall (Former - Proposed Adaptive Reuse)
 - Other - TBD
 - NS.2 Detailed Site or Building Program Development Analysis & Design Studies
 - New Huntersville Elementary School
 - Other - TBD



Town of Huntersville, NC

2022 Downtown Master Plan

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1545 West Trade Street
Charlotte, NC 28216
www.shookkelley.com

shook kelley

Project: 21046
Issue Date:
1 November 2021

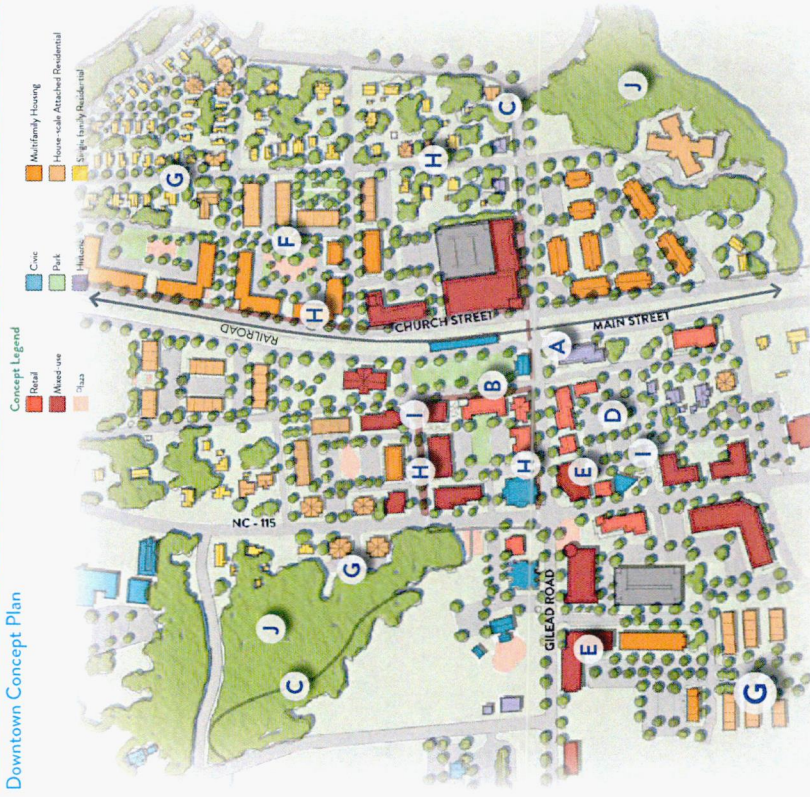
Exhibit A

Project Site Study Area & Scope of Work

MP: SOW.01

DOWNTOWN 2040

Downtown Concept Plan



- A** Preservation of historic buildings (DT-8)
- B** Maxwell Street Improvements (DT-6.2)
- C** Greenway connection from Hobrook Park and Vermillion to downtown (DT-9.1)
- D** Reconfiguration of parking to increase number of spaces with redevelopment (LU-7.1)
- E** Mixed-use development in key areas (DT-1.1)
- F** Residential infill within walking distance of Downtown (DT-1)
- G** Smaller-scale infill near established neighborhoods (DT-2)
- H** Wide sidewalks along key pedestrian and greenway connections (DT-6)
- I** New street connections to facilitate walking (LU-7.1)
- J** Tree preservation (EOS-4)

LOOKING FORWARD, THINKING BACK | 81

1545 West Trade Street
Charlotte NC 28216

o 704/377 0661
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Town of Huntersville, NC
2022 Downtown
Master Plan

Prepared for:
Town of Huntersville
105 Gilead Road, 3rd Floor
Huntersville, NC 28070

Project: 21046
Issue Date:
1 November 2021

Project Site Study Area
& Scope of Work
MP:SOW.02



- TOWN OF HUNTERSVILLE - KEY DOWNTOWN PROPERTIES**
- A** Town Center Building
 - B** Huntersville Arts & Cultural Center
 - C** Police & Government Departments
 - D** Town Center Parking Structure
 - E** Discovery Plaza
 - F** Future Town Hall Building
 - G** Huntersville Fire Station 1 Building
 - H** Huntersville Arts & Cultural Center
 - I** Police & Government Departments
 - J** Town Center Parking Structure
 - K** Discovery Plaza
 - L** Future Town Hall Building
 - M** Huntersville Fire Station 1 Building

0 200 400 800
GRAPHIC SCALE: FEET
Google Earth Imagery: 01/22/2021

NORTH

HUNTERSVILLE 2022 DOWNTOWN PLAN OVERVIEW & PROCESS SHOOK KELLEY, LEAD CONSULTING FIRM

November 1, 2021

OVERVIEW

- It is our understanding that past planning efforts in the Downtown Huntersville Study Area (see Exhibit A) have been centered upon intense public engagement to define a community vision in a manner that informs policy, and based upon our initial review, there is some heft to this past effort. To spend an inordinate amount of time and therefore money in community engagement does not seem to either the Town or Shook Kelley to be a productive path. Therefore, we will use the 2040 Plan policies as a point of departure and not spend a lot of time trying to revisit them. However, community engagement within a structured and published format is important, which we have outlined herein.
- It is also clear that various substantial projects have been recently approved and currently underway. Clearly, decisions have been made by others that we (that the royal “we” – the Town and Shook Kelley) may have an opportunity to advance, improve, and/or if possible, course-correct. However, slip-streaming into a review of these projects and engaging in dialogue now may be both informative and even productive. We have allocated limited fees to provide an initial review and comment.
- Regarding desired engineering tasks we believe that the key ones are those that are transportation/roadway related. For example, NCDOT’s current/future roadway plans in the Downtown is problematic in that the Main St/NC 115 Project final design is complete and construction is already underway. While it may be too late in the process to effectuate any significant design changes for these advancing roadway projects, there may still be an opportunity to develop some policy and design statements for other roadways in early design phases that communicate clearly to NCDOT what the community wants. Intersecting, in both design and policy is the situation at the Norfolk Southern railroad right-of-way as it is crossed by Gilead Road/Huntersville Concord Road. In any event, both are certainly central topics and contributing factors influencing planning and our scope of services. Other engineering services may not be addressed in any significant detail, including but not limited to: a) total street network analysis; b) comprehensive parking study; c) utilities infrastructure analysis; and, d) stormwater analysis.

FRAMEWORK PROCESS

Our take on this engagement is that Huntersville needs a particular, design-based vision for the downtown core that citizens of all walks of life can understand and rally behind. Once accepted,

specific “tools” in policy and in code will be required (the “stick”) coupled to incentives that are geared toward achieving specific outcomes that inures to the benefit of the public and private interests (the “carrot”).

The process for getting there will involve, essentially, three levels of direct involvement with the town (see Exhibits C & D):

1. Staff

As our tour on 22 September 2021 and our subsequent communications now confirm, we believe close and constant dialogue with staff is important. For both clarity and expediency, we need one point of contact, which we understand will be you. We will follow a similar protocol with Larry Zinser serving as Principal-in-Charge, and therefore the day to day contact, including but not limited to the collection and transfer of key information for us to provide our services. Terry Shook will be engaged throughout, however roles will be limited to more strategic tasks with the Shook Kelley team, and publicly with the scheduled committee meetings and the public at large. Larry will be assisted by Alex Borisenko in the planning tasks, and by Henry Stepp in public engagement.

Additionally, we will schedule Workshops with the Staff before the three (3) scheduled public Forums (as describe below) to review our progress to date to review our presentation to the public. The most important of these meetings will be the one (or perhaps two) proceeding the first forum. This is perhaps the most important part of the Shook Kelley process. It is in this phase that all of the information, insights, perceptions, and beliefs are gleaned from the previous studies, sorted and distilled into clear dictates for planning that has the ability to guide development. Collectively, they be identified and presented as Organizing Principles. As this is the most important work, it is also the hardest, for debating and then determining what really is “essential” for Huntersville’s essential downtown can be contentious.

However, getting this part right—with clear and unambiguous statements of purpose and examples to back them up—will drive the process of planning, design, programming and management through the life of the master plan.

In addition to our core process, we do embrace the idea of reviewing and advising on current, emerging, and/or future planned developments within Downtown Huntersville including the former Huntersville Town Hall and Huntersville Elementary School. The scope and process required for each of these non-linear activities will be determined through additional discussion with the Town. However, we do think that conversations with these parties will be useful for all of us in informing our view of development in downtown and the task that lays before us.

2. 2022 Downtown Plan Steering Committee (DPSC)

The first and most important task will be a survey of the members of the DPSC as to their views and beliefs about the issues impacting the future of this study area and their expectations to come out of it. The results of the survey will be not be attributed to any one member. We have found such a process to be a very important “first step” in understanding the challenges and

opportunities imbedded in these types of efforts, and in making sure that everyone is on the same page regarding the scope and the limitations of this study.

The formal meetings of the DPSC for our purposes will be limited, as defined herein. To the extent feasible technology available to the Town of Huntersville will be utilized for these meetings so they can be attended both in-person and via a virtual setting. They will include:

- an initial "Orientation" meeting (Conducted by the Town with support by Shook Kelley) to:
 - provide Downtown History;
 - review Recent Improvement Strategy;
 - identify and discuss general issues; and
 - introduce the purpose, desired outcomes, process, schedule, deliverables and recommended future activities and receive feedback. Included is a distribution of the DPSC survey.

- an "Issues" meeting to:
 - review of the DPSC survey information;
 - review the mapped information generated by the Town of Huntersville and/or Shook Kelley (which will be referred to as Discovery);
 - review of the 2040 plan and recommended policies in order to identify the primary issues to be addressed; and
 - a description of the public Forum process.

- A "Review and Feedback" meeting within two (2) weeks after the three (3) scheduled public Forums as describe below in order to assimilate and reflect upon both our presentation and community response, and to course-correct our services if needed.

- A Final meeting to receive our findings and deliverables at the end of the project.

- A Joint Meeting with the Town Board to approve the 2022 Downtown Master Plan.

3. Public Forum Process

Our contact with the public will be scripted and tailored to achieve structured feedback to specific information though meetings we call Public Forums. To the extent feasible technology available to the Town of Huntersville will be utilized for these meetings so they can be attended both in-person and via a virtual setting. Each of these Forums correspond to specific service components, and therefore the Forums provide for phased completion of these components, review with Staff, presentation with the Public, and afterward review and approval by the DSPC before we proceed with the next service component. All sessions will be interactive, utilizing Turning Technologies audience response software. (If Covid protocols allow these sessions will be in person using "clicker" devices that we provide or each person's own phone. If web-based, the responses will be via software connected to the webcast.) The Forums are as follows. *We have also noted the meetings with Staff and the DPSC in the order they would occur, simply for clarity of process.*

(DPSC Meeting #1: Orientation - includes DPSC Survey Distribution)

(Staff Workshop #1: Organizing Principles)

(DPSC Meeting #2: Issues - includes DPSC Survey Review)

Forum 1: Our Essential Downtown

This first session will be in three (3) parts:

1. Shook Kelley will give an overview of the trajectory of Huntersville's growth within a regional context along with the historical development of Huntersville's downtown and nearby neighborhoods. A key and early milestone will be the genesis and reality of Birkdale Village, of how it came into being largely due to Town leadership, policy and law. We will define what it is, and what it isn't, and pivot quickly to why having a real and valued downtown is, indeed, essential and what it takes to get there.
2. Based upon the decisions reached in the DPSC Issues meeting a presentation shall be made by staff of the recommendations from the 2040 Plan and the issues to be addressed by this study, why these were selected and why others were not.
3. We will share the results of our Discovery phase, and the relationship of the information we learned to the issues to be addressed.
4. Bob Gibbs will share case studies from his experience of working with small towns over the U.S., sharing issues they have encountered and

(DPSC Meeting #3: Review Forum 1)

(Public Communication #1: What We Learned From Forum 1. This will include postings on the town's website along with a press release.)

(Staff Workshop #2: Alternative Futures)

Forum 2: Our Options for the Future

In our process, planning and design are but one component of determining the proper path forward. That is why we use the term Alternative Futures. Adapted from a process that has been long used by General Electric, we create comprehensive alternative strategies first—in how we use the land; in which populations we serve; in how the new place should live; what form the infrastructure will take; in how capital is to be deployed; and the phasing of development—before we attempt to create a fixed master plan.

The first part of the Forum will be an interactive presentation of the Organizing Principles that directed development of the Alternative Futures. Each of the Organizing Principles will relate to a specific selected issue (and perhaps to more than one). From this list we will then ask

questions of the public to gauge their positions on the topics and suggested approaches through policy, planning, law, and public initiative.

The second part will present conceptual approaches that respond to the Organizing Principles. We call these different concepts Alternative Futures, for each one represents a fundamental different approach to addresses the identified issues and therefore how the town will grow. The Alternative Futures will include preliminary development programs; preliminary development approaches in a “bubble diagram” form showing in general terms the layout of uses upon the site, spaces to be left open/undeveloped as parks; an approach to infrastructure/roads; and a phasing diagram. As such, each Alternative future is about development strategy as it is master planning. We anticipate that no more than three (3) Alternative Futures will be identified and developed. The Forum will again be interactive, taking the Public through a presentation of each Alternative Future and seeking their views through a series of direct and comparative questions.

(DPSC Meeting #4: Review Forum 2)

(Public Communication #2: What We Learned From Forum 2)

(Staff Workshop #3: Final Strategy and Master Plan development)

Forum 3: Our Plan for Getting There

As the title infers, this is the public unveiling of the Master Plan, the policy elements that need to be adopted, the laws that need to be amended and/or written and adopted, all coupled to a strategy regarding how to approach development in a public/private manner. The latter is particularly true regarding those lands/buildings that the Town controls.

(DPSC Meeting #5: Review Forum 3)

(Public Communication #3: What We Learned From Forum 3)

(Staff Workshop #4: Final Strategy and Master Plan development)

(DPSC Meeting #6: Final Review of the project and the deliverables)

(DPSC Meeting #7: Joint Meeting with Town Board)

HUNTERSVILLE 2022 DOWNTOWN PLAN SCOPE OF WORK SHOOK KELLEY, LEAD CONSULTING FIRM

November 1, 2021

PHASE 1: DISCOVERY

Shook Kelley (SK) Team Estimated Budget: \$45,000

1.1 ORGANIZATION, MOBILIZATION & RECONNAISSANCE

1.1.1 Town Department Coordination

- Introductory Discussions & Information Download
- GIS Data Collection & File Transfer
- Communication Protocols & Infrastructure (Internal & External)
- DPSC & Public Meetings: Venue, Approach, Protocols, & Infrastructure

1.1.2 SK Team Coordination

- Project General Mobilization & Start-up Activities
- Downtown Context Field Study
- Adopted Town Document, Ordinance & Policy Review

Deliverables:

1. Town Data, File & Document Materials Request List
2. Project Management & Communications Plan
3. Downtown Context Plan (per Project Scope Plan)
 - Photo Recordation & Field Note Observations

1.2 PRELIMINARY ASSESSMENT

1.2.1 Infrastructure [Shook Kelley (SK) & Gannett Fleming (GF)]

- Transportation (SK & GF)
 - Arterial Streets & Intersections (Gilead Rd & NC 115)
 - Downtown & Adjacent Neighborhood Streets
 - Bicycle & Pedestrian Facilities
 - Public Transit - CRT & BRT Station Area Plan
 - Parking - Distribution, Supply & Demand
- General Infrastructure Systems (GF)
- Environment & Open Space (SK & GF)
 - Terrestrial Systems
 - Public Greenways, Trails & Parks
 - Stormwater Systems

1.2.2 Land Use / Urban Design [Shook Kelley]

- Adopted Town Documents, Ordinance & Policies
- Urban Design Guidelines
- Existing Land Use & Development Site Typologies
- Existing Development Form & Program – Uses and Typologies
- Other-TBD

- 1.2.3 Economic Development [Shook Kelley (SK) & Gibbs Planning Group (GPG)]
- Existing Ownership Patterns: City-Owned & Private-Owned Assets (SK)
 - Existing Development Activity Types & Patterns: Recent & Emerging (SK)
 - Market Study (GPG)

Deliverables:

1. Preliminary Assessment Compendium (per Infrastructure, Land Use/Urban Design, & Economic Development Summary Reports)
 - Executive Summary
 - Narrative Overview & Recommendations
 - Annotated Diagram Layer Stack Analysis
 - Supporting Graphic Exhibits & Tables
2. Infrastructure Assessment Summary Report:
 - Transportation
 - General Infrastructure Systems
 - Environment & Open Space
3. Land Use / Urban Design Summary Report:
 - Adopted Town Documents, Ordinance & Policies
 - Urban Design Guidelines
 - Existing Land Use and Development Typologies, Form & Program
4. Economic Development Summary Report:
 - Existing Ownership & Development Activity Patterns
 - Market Study

Phase 1: PROJECT MEETINGS & ENGAGEMENT

- TOWN STAFF WORKSHOPS (WS)
 - WS #1: Preliminary Assessment Wk. of Nov 29th – Dec 3rd
- DOWNTOWN PLAN STEERING COMMITTEE (DPSC) MEETINGS
 - DPSC #1: Orientation Wk. of Nov 1st – 5th
 - Conducted by Planning Staff
 - Downtown History
 - Recent Improvement Strategy
 - Issue Identification / General Discussion
 - Election of Chair & Vice-Chair
 - DPSC #2: Issues Wk. of Dec 6th – 10th
 - DPSC #3: Public Forum #1 Review & Feedback Wk. of Feb 7th – 11th
- PUBLIC FORUM #1: ***Our Essential Downtown*** Wk. of Jan 24th – 28th
 - Overview - History & Growth Trajectory
 - Preliminary Assessment, & Organizing Principles
- PUBLIC COMMUNICATIONS (PC):
 - PC #1: What We Learned from Public Forum #1
 - Town Website & Press Release
 - Public Feedback Survey

Deliverables:

1. Town Staff Workshop Agenda, Logistics, Materials & Memorandum
2. DPSC Meeting Agenda, Logistics, Materials & Memoranda
3. DPSC #1 Survey & Review
4. Public Forum #1 Agenda, Logistics, Materials & Memorandum
5. PC #1 Package: Public Forum #1
 - Materials for Town Website Upload & Press Release
 - Public Feedback Survey

PHASE 2: ORGANIZING PRINCIPLES & ALTERNATIVE FUTURES

SK Team Estimated Budget: \$45,000

2.1 ORGANIZING PRINCIPLES

- 2.1.1 Infrastructure
- 2.1.2 Land Use / Urban Design
- 2.1.3 Economic Development

Deliverables:

1. Organizing Principles Charter Document
2. Typological Case Study/Precedents

2.2 ALTERNATIVE FUTURES (1-3)

- 2.2.1 Identification: Designations & Approaches
- 2.2.2 Alternative Futures & Comparative Analysis - DRAFT (Public Forum)
 - DRAFT Development, Vetting & Evaluation

Additional Services: TBD - ArcGIS Urban Scenario Modeling
- 2.2.3 Alternative Futures & Comparative Analysis - FINAL (Post-Forum)
 - FINAL Development, Vetting & Evaluation

Additional Services: TBD - ArcGIS Urban Scenario Modeling
- 2.2.4 Alternative Futures Selection (Basis for Master Plan)

Deliverables:

1. Alternative Futures Identification Matrix.
2. DRAFT Alternative Futures (1-3)
 - Annotated Diagram Plans & Comparative Analysis

Additional Services: TBD - ArcGIS Urban Scenario Modeling Files (DRAFT)
3. Typological Case Study/Precedents
4. FINAL Alternative Futures (1-3)
 - Annotated Diagram Plans & Comparative Analysis

Additional Services: TBD - ArcGIS Urban Scenario Modeling Files (FINAL)

Phase 2 PROJECT MEETINGS & COMMUNICATION

- TOWN STAFF WORKSHOPS (WS)
 - WS #2: Organizing Principles & Alternative Futures Wk. of Feb 21th – 25th
- DOWNTOWN PLAN STEERING COMMITTEE (DPSC) MEETINGS

- DPSC #4: Public Form #2 Review & Feedback Wk. of Apr 4th – 8th
- PUBLIC FORUM #2: **Options for the Future** Wk. of Mar 21st – 25th
 - Alternative Futures, Comparative Analysis & Selection
- PUBLIC COMMUNICATIONS (PC):
 - PC #2: What We Learned from Public Forum #2
 - Town Website & Press Release
 - Public Feedback Survey

Deliverables:

1. Town Staff Workshop Agenda, Logistics, Materials & Memorandum
2. DPSC Meeting Agenda, Logistics, Materials & Memoranda
3. Public Forum #2 Agenda, Logistics, Materials & Memorandum
4. PC #2 Package: Public Forum #2
 - Materials for Town Website Upload & Press Release
 - Public Feedback Survey

PHASE 3: FINAL STRATEGY & MASTER PLAN

SK Team Estimated Budget: \$45,000

3.1 MASTER DEVELOPMENT STRATEGY

- 3.1.1 Infrastructure
- 3.1.2 Land Use / Urban Design
- 3.1.3 Economic Development
- 3.1.4 Key Code & Policy Elements
- 3.1.5 Public/Private Development Approach
- 3.1.6 Development Focus Areas & Key Catalytic / Implementation Project(s)
- 3.1.7 Implementation & Phasing Strategy
- 3.1.8 Next Steps

Deliverables:

1. Master Development Strategy Compendium – DRAFT (Public Forum)
2. Master Development Strategy Compendium – FINAL (Post-Public Forum)

3.2 MASTER PLAN DEVELOPMENT

- 3.2.1 Master Plan & Development Program - DRAFT (Public Forum)
- 3.2.2 Master Plan & Development Program - FINAL (Post- Public Forum)

Deliverables:

1. DRAFT Master Plan & Development Program
 - Annotated 2-D Plan & Data Tables
 - Annotated 3-D Massing Vignettes
 - Typological Case Study/Precedents

Additional Services: TBD - ArcGIS Urban Modeling Files
2. FINAL Master Plan & Development Program

- Annotated 2-D Plan & Data Tables
 - Annotated 3-D Massing Vignettes
 - Typological Case Study/Precedents
- Additional Services:** TBD - ArcGIS Urban Modeling Files

Phase 3: PROJECT MEETINGS & COMMUNICATION

- TOWN STAFF WORKSHOPS (WS)
 - WS #3: Final Strategy & Master Plan Development Wk. of Apr 25th – 29th
 - WS #4: Final Strategy & Master Plan Development Wk. of June 13th – 17th
- DOWNTOWN PLAN STEERING COMMITTEE (DPSC) MEETINGS
 - DPSC #5: Public Forum #3 Review & Feedback Wk. of June 6th – 10th
 - DPSC #6: Final Review of the Project & Deliverables Wk. of June 20th – 24th
 - DPSC #7: Joint Meeting with Town Board Wk. of June 27th – July 1st
- PUBLIC FORUM #3: *Our Plan for Getting There* Wk. of May 23rd – 27th
 - Final Strategy & Master Plan
- PUBLIC COMMUNICATIONS (PC)
 - PC #3: What We Learned from Public Forum #3
 - Town Website & Press Release
 - Public Feedback Survey

Deliverables:

1. Town Staff Workshop Agenda, Logistics, Materials & Memorandum
2. DPSC Meeting Agenda, Logistics, Materials & Memoranda
3. Public Forum #3 Agenda, Logistics, Materials & Memorandum
4. PC #3 Package: Public Forum #3
 - Materials for Town Website Upload & Press Release
 - Public Feedback Survey

NON-LINEAR SERVICES

SK Team Estimated Budget: \$15,000

Notes:

1. Upon authorization by the Town per mutual agreement of scope; estimated fee not to exceed \$5,000 per each Specific Project Review or Site Study conducted.
 2. Any savings resulting from: a) a shortened Project Review or Site Study process; or, b) unneeded Non-Linear Services will be applied to services provided in Phases 1-3.
 3. Specific Project Reviews or Site Studies that are expected to exceed \$5,000 shall require authorization from the Town to proceed by either: a) expending remaining Non-Linear Services budget; or, b) approving a proposal for Additional Services with compensation in accordance with Shook Kelley's Conditions of Service.
- NS.1 SK Peer Review: Current / Prospective Downtown Development Projects
 - NS.1.1 Huntersville Town Hall (Former - Proposed Adaptive Reuse)
 - NS.1.2 Other - TBD
 - NS.2 Detailed Site or Building Program Development Analysis & Design Studies

- NS.2.1 New Huntersville Elementary School
- NS.2.2 Other - TBD

Deliverables:

1. TBD Pending Scope of Review & Study for each Project

PROJECT MEETINGS & COMMUNICATIONS FORMAT - SUMMARY

- Town Staff Workshops: Internal w/ SK Team
- DPSC: Public
- Public Forums & Communication: Public
- Agency (Public & Private) - TBD: Internal w/ Town Staff & SK Team
- SK Non-Linear Services - TBD: Internal w/ Town Staff

PUBLIC MEETING SCHEDULE SUMMARY

- | | |
|---|---|
| • DPSC #1: Orientation | Wk. of Nov 1 st – 5 th |
| • DPSC #2: Issues | Wk. of Dec 6 th – 10 th |
| • DPSC #3: Public Forum #1 Review & Feedback | Wk. of Feb 7 th – 11 th |
| • DPSC #4: Public Form #2 Review & Feedback | Wk. of Apr 4 th – 8 th |
| • DPSC #5: Public Forum #3 Review & Feedback | Wk. of June 6 th – 10 th |
| • DPSC #6: Final Review of the Project & Deliverables | Wk. of June 20 th – 24 th |
| • DPSC #7: Joint Meeting with Town Board | Wk. of June 27 th – July 1 st |
| • PUBLIC FORUM #1: <i>Our Essential Downtown</i> | Wk. of Jan 24 th – 28 th |
| • PUBLIC FORUM #2: <i>Options for the Future</i> | Wk. of Mar 21 st – 25 th |
| • PUBLIC FORUM #3: <i>Our Plan for Getting There</i> | Wk. of May 23 rd – 27 th |

EXHIBIT E

STANDARD TERMS & CONDITIONS

1. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Firm and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
2. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
3. **Relationship of the Parties.** The Firm is an independent Firm and not an employee of the Town. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the Town. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
4. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
5. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
6. **Indemnification.** To the greatest extent allowed by the law, the Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims") but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
7. **Anti-Discrimination.** During the performance of the Contract, Firm shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.

8. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Firms certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
9. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
10. **Assignment.** Firm may not assign, pledge, or in any manner encumber Firm's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
11. **Warranties.** The Firm represents it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications as is consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Firm represents that any finished work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in effect at this time (Note: The Project involves a review of ordinance(s) and policy(s) established by the Town of Huntersville, and may result in recommendations by the Firm for the implementation of various changes, which will be manifested in finished work - both written and graphic/urban design form. Therefore, it is assumed this finished work shall not be subject to these warranties). The Architect acknowledges that the Owner is relying on the Architect's skill, knowledge, experience and ability to perform the services and its obligations under this Agreement. The Architect represents and warrants that: (i) it (and each of the consultants it employs on this Project) has and shall maintain all licenses and certifications required for the provision of its services under this Agreement, and (ii) that the Architect and the Consultants of the Architect shall render its services according to an ordinary standard of professional care provided by professionals for similar projects. No warranty or guarantee of merchantability or fitness for a particular purpose is either expressed or implied.
12. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Firm. In addition to any other

remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate,

13. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Firm shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
14. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
15. **Verification of Work Authorization.** Firm shall comply with, and require all Firms and subcontractor to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all employees.
16. **Iran Divestment List.** With the execution hereof, Firm, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
17. **Availability of Funds.** Any and all payments to the Firm are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
18. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
19. **Companies that Boycott Israel.** With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.