CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • JANUARY 23, 2025

Commission/Board Meeting **COUNCIL CHAMBERS** **6:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

: **2025-90:** Approval of Minutes - Board of Parks and Recreation Minutes - October 24, 2024
P&R report Oct. 24th.pdf

3. UNFINISHED BUSINESS

: **2025-91:** Jefferson Memorial Park Pool - Thrasher Contract
JMP Renovations Executed Agreement - Ammendment #1.pdf
1192609-01-01 Charles Town Splash Pad Concept.pdf
1192609-01-01 Charles Town Splash Pad Layout.pdf
1192609-01-01 Charles Town Splash Pad Concept.pdf
Rain Drop Splash Pad Choices.pdf
Revised Splash Pad Equipment Ideas.pdf

: **2025-92:** Parks and Recreation Budget
P&R November-December 2025 Financials.pdf

4. NEW BUSINESS

: **2025-93:** Endowment from Estate of Sheila A. Clifford
SCity of Ch25012310450.pdf

: **2025-94:** Jefferson Memorial Park Ground Penetrating Radar Report
West Virginia Charles Town Tennis Courts Report.pdf
West Virginia Charles Town Tennis Court Figure 1.pdf
West Virginia Charles Town Open Area Figure 3.pdf
West Virginia Charles Town Tennis Court Figure 2.pdf
West Virginia Charles Town Open Area Figure 4.pdf
West Virginia Tennis Courts Example GPR Profile.bmp

: **2025-95:** New Parkland Updates
Approval Conditions for Vinton Hayes Rezoning Petition 12 12 24 REV1.docx

: **2025-96:** Parks Updates: Jefferson Memorial, Evitts Run, Willingham Knolls, Skate Park, Happy Retreat

: **2025-97:** Election of 2025 Parks and Recreation Commission Officers
Article 138.03 (g) *At the first meeting of each calendar year, or as needed to accommodate vacancies, the Commissioners of the Board will organize by electing one of their number*

president, and another vice president, and by electing a secretary who need not be a Commissioner of the Board. The secretary will keep an accurate record of the fiscal affairs of the Board and will keep a certified or approved written record of the Board's proceedings which will be available for inspection as are other municipal records.

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 01/23/25
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-90: Approval of Minutes - Board of Parks and Recreation Minutes - October 24, 2024

Board of Parks and Recreation Minutes - October 24, 2024

ATTACHMENTS:

- P&R report Oct. 24th.pdf

City of Charles Town
Parks and Recreation Commission
Report from October 2024

I. CALL TO ORDER: Thursday, October 24th at 6:00PM - City Hall

Persons Present: *Commissioners:* Elizabeth Ricketts, Nathanael Hartman, Mike Slover, James Kratovil, Trudy Roth, Alden Roth; *virtual*: Nick Zaglifa
Staff: John Nissel and Alissa Meeks
Guests: Sam Rich *Thrasher Engineering*

II. UNFINISHED BUSINESS

LWCF Grant Update

Commissioners were updated on the news that the City was awarded the Land and Water Conservation Fund grant in the amount of $1,600,695 for the Jefferson Memorial Park Pool project. This is in addition to the $250,000 previously awarded. Both require a 50/50 match.
No action.

Thrasher Engineering Pool Contract Update

Sam Rich from Thrasher Engineering gave a presentation on the updated pool renderings and received additional feedback from the commissioners. Thrasher will now move ahead to the Design Development phase.
No action.

Skate Park Mural Update

The skate park mural nears completion. A ribbon cutting will be announced.
No action.

Bridge Contract for Happy Retreat and Skate Park Update

The commissioners were presented the contract for the foot bridges. The bridge at Evitts Run Park and the Skate Park is expected to be completed by the end of this calendar year.
No action.

Tree Board Projects(s) Updates

Commissioner Ricketts, who also serves at the City Council liaison to the Tree Board, updated the commissioners on project plans including a brush clearing 10/26, flower planting on the hillside at the Skate Park (TBD), and a riparian buffer planting at Evitts Run Park (TBD). The board and volunteers planted 24 trees at Willingham Knolls Park in October.
No action.

Quotes on Equipment Replacement

Commissioner received an update on the quotes for a slide replacement at Jefferson Memorial Park and provided feedback on the type of slide. Staff will move forward with purchasing the slide (which was previously voted on by the P&R commission and funded through the Charles Town capital budget).
No action.

Parks Strategic and Spending Plan

The commissioners decided on **Saturday, November 16th** for the next Parks Strategic Plan meeting. An agenda will be shared at a later date.

No action.

III. NEW BUSINESS

: Adoption of Parks and Recreation Budget

The commissioners reviewed a budget proposed by staff and made recommendations. The commissioners expressed concerns over the budget being "lean" and the reduction in recent years of the contribution from the City. There was discussion of developer-built parks, the impact fees the county collects for parks, as well as the monthly fee on CTUB bills that is noted as "streets/parks."

Motion to adopt the budget: *M. Slover* ***/ 2nd:*** *J. Kratovil*

: Other Skate Park Improvements

Commissioners discussed ways to improve the Skate Park with the remaining budget. Staff will order some new equipment and seating. Trail cameras have been purchased for added security.

No action.

Parks Updates: Willingham Knolls, Jefferson Memorial Park, Skate Park, Evitts Run, Happy Retreat

Jefferson Memorial Park: Fall Tennis wrapped up and had 20 participants. Staff is moving forward with a contract for Ground Penetrating Radar to investigate the recurring cracks at the tennis courts as well as other areas of concern at JMP.

Willingham Knolls Park: Norborne Glebe developers will be connecting the trail into the neighborhood; The Tree Board planted 24 trees along the trail

Happy Retreat: The Jefferson County CVB has asked for information about the trails and if they are named. Commissioners learned that the Friends of Happy Retreat did *not* secure funding for improvements and the parking lot in the most recent Congressionally Directed Spending request.

IV. ADJOURNMENT: 8:08 PM

V. NEXT MEETING:

Saturday, November 16 at **9AM** for Parks Strategic Plan

2025-91: Jefferson Memorial Park Pool - Thrasher Contract

Jefferson Memorial Park Pool - Thrasher Contract

- Splash Pad Rendering and price breakdown from Contractor

Water Play Features:

- AquaGather: $21,700.00
- 1 Mini FlashFlood: $21,865.00
- 1 TotPack Turtle:$3,965.00
- 1 WellSpring w/Acrylic: $7,650.00
- 1 AquaRock Large- GFRC: $4,095.00
- 1 AquaRock Small- GFRC: $3,815.00
- 1 Funnel Twist- SS: $770.00
- 1 Stream Jet - SS: $770.00
- Total: $64,630.00

Mechanical Components (Domestic Water System): $21,090

- Aquavator
  - To consist of an stainless steel activation bollard with bulldog touch sensor that will signal a control panel to activate feature supply system for set duration of time.
- Control Panel - All On/Off
  - To be a UL listed control panel consisting of a programmable control system that will set hours of operation, duration of system run time, and activate water flow via a touch enabled activation device. Typical electrical requirements for ON/OFF domestic systems are 120v 1/Ph 60htz
- Distribution Manifold
  - A Sch. 80 PVC distribution manifold with ball valve flow control for all water activities. Manifold to be connected (in the field) to water supply and have all discharge lines with manual flow control to water play elements.
- Drain Box
  - To consist of a 13” diameter PVC sump and HDPE grate top. Each collector box has a nominal capacity of 120 gpm gravity supply to waste outlet
- Aboveground Mechanical Enclosure
  - To consist of a metal structure with hinged access panels mounted on a concrete pad. Above ground equipment enclosures house the control panel and water distribution manifold. Enclosure is vented to allow for air movement and lower screened drain openings. Enclosure size (L x W x H): 54" x 42" x 46"

Services

- Design & Construction drawings: $4,016
  - Including: All design and construction drawings for splash pad project construction to consist of construction of concrete pad, mechanical system, electrical and control systems, inbed spray fixtures / collector box installation details, water play structure assembly / installation on concrete splash pad, equipment systems installation and hookups.
- System Startup and Training: $4,000
  - Aquatix by Landscape Structures to provide (1) factory direct technician for (2) day of system startup, balancing, and owner training. Aquatix requires 2-4 weeks advance notice depending on seasonal demand.

Price Summary

- Total Price for Equipment as Described Above: $93,736

- Freight cost for equipment: $6,934.40

*DOES NOT INCLUDE INSTALLATION COST

ATTACHMENTS:

- JMP Renovations Executed Agreement - Ammendment #1.pdf
- 1192609-01-01 Charles Town Splash Pad Concept.pdf
- 1192609-01-01 Charles Town Splash Pad Layout.pdf
- 1192609-01-01 Charles Town Splash Pad Concept.pdf
- Rain Drop Splash Pad Choices.pdf
- Revised Splash Pad Equipment Ideas.pdf

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Jefferson Memorial Park Pool Renovations

AGREEMENT INFORMATION:
Date: January 25, 2024

AMENDMENT INFORMATION:
Amendment Number: 001

Date: 8/14/2024

OWNER: *(name and address)*
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

ARCHITECT: *(name and address)*
The Thrasher Group, Inc.
PO Box 940
600 White Oaks Blvd.
Bridgeport, WV 26330

The Owner and Architect amend the Agreement as follows:
The owner authorizes the Architect to proceed with final design services for the project.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
The original agreement authorized Thrasher to proceed with schematic design totaling $40,000. The adjusted fee schedule for the project is as follows:

Schematic Design Phase = $40,000
Design Development Phase = $115,000
Construction Documents Phase = $105,000
Bidding Phase = $20,000
Construction Phase = $85,000

Total Compensation = $365,000

Schedule Adjustment:
The owner wishes to open the finished pool facilities by Memorial Day of 2026. Final design will be completed in 2024 with bidding taking place in early 2025 to allow for more than a 12 month construction window.

SIGNATURES:

The Thrasher Group, Inc.	City of Charles Town
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
Samuel A Rich	
SIGNATURE	**SIGNATURE**
Samuel Rich, Principal	John S. Nissel
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
8/21/2024	Aug. 21, 2024
DATE	**DATE**

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty fifth day of January in the year Twenty Twenty-Four
(In words, indicate day, month and year.)

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

City of Charles Town
101 E Washington Street
Charles Town, WV 25414
Telephone Number: 304-725-2311

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

The Thrasher Group, Inc.
PO Box 940
600 White Oaks Blvd.
Bridgeport, WV 26330
Telephone Number: (304) 624-4108
Fax Number: (304) 624-7831

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

Jefferson Memorial Park Pool Renovations
Charles Town, WV

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

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

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

The program for this project was developed through an effort to renovate the existing pool and pool house in a planning document provided by another consultant. A programmatic site visit was also performed with City of Charles Town Staff with Thrasher to review existing conditions and develop ideas for the project. The project will involve the renovation of the pool facilities including the pool, bathroom / locker room facilities, vehicular and pedestrian circulation, parking area, and previously undeveloped areas of the pool property. It is understood that the wish list includes shaded areas, concession improvements, entry improvements, a splash pad, and other user amenities.

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

The project will involve the renovation of the existing pool house and locker room facilities to improve functionality and accessibility. This will also be used as an opportunity to improve the lifeguard areas and entry space into the pool facilities. The pool will be replaced and possibly slightly reconfigured to improve accessibility. Shaded seating areas and concession improvements are also included in this scope of work as well as other user amenities identified in the schematic design phase of the project.

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

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

At the present time we understand the owners budget for the project is flexible and will be determined by the schematic design phase of this contract. This budget will be refined through the schematic design process and catered to available local and grant funds for the project.

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

*(Paragraphs deleted)*The owner anticipates the project being complete and operational by Summer of 2025.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The owner intends to competitively bid the project through a design / bid process. It is anticipated that one general contractor will be responsible for the entirety of the work in a single contract.

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Alissa Meeks
Director of Community Development
101 E Washington Street
Charles Town, WV 25414
Telephone Number: (304) 724-3253

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(Paragraph deleted)
City of Charles Town Parks and Recreation Commission

§ 1.1.9 The Owner shall retain the following consultants and contractors: N/A
(List name, legal status, address, and other contact information.)
(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Samuel Rich, PLA
Principal
P.O. Box 940
Bridgeport, WV 26330
304-848-6490

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Aquatics Engineer:

Counsilman-Hunsaker
10733 Sunset Office Drive
Suite 400
Saint Louis, MO 63127

.2 Geotechnical Engineer:

NGE
50 MacCorkle Avenue, West
(Paragraphs deleted)
St. Albans, WV 25177

§ 1.1.11.2 Consultants retained under Supplemental Services: N/A

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon 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.

§ 1.3.1 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 2.4 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.

§ 2.5 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 11.9.

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($1,000,00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million ($5,000,000) per claim.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. The Architect shall also provide civil engineering, landscape architecture, and interior design services necessary to successfully assemble a full package of construction documents necessary for bidding and constructing the project as part of the Basic Services for this contract. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated,

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installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

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appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Included in Basic Services
§ 4.1.1.4 Existing facilities surveys	Included in Basic Services
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Included in Basic Services
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

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

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

TBD

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

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

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

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

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

.1 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 12 visits to the site by the Architect during construction

.3 1 inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 1 inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Additional Services will be charged on a time and materials basis utilizing Thrasher standard rates. The Architect shall notify the owner in the event of any anticipated overages ahead of performing the work and will request authorization to perform these services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

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

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

§ 5.11 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.

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work,

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and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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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, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 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 9.7.

§ 8.2 Mediation

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

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

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

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

$0

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

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

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ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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.1 Stipulated Sum.

Basic Services = $40,000

Total estimated Basic Services to be determined and currently estimated at $330,000. See breakout below.

(Paragraphs deleted)

The fee above is based on an estimate of the anticipated construction costs for the project. This contract will authorize the architect to proceed with only the schematic design phase of the project so that the intended construction scope of work and budget for the project can be refined. This contract will be amended once schematic design is approved and the project moves forward with construction documents.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

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

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	$40,000
Design Development Phase	TBD - $120,000
Construction Documents Phase	TBD - $80,000
Procurement Phase	TBD - $15,000
Construction Phase	TBD - $75,000
Total Basic Compensation	$330.000

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

See Attached Standard Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 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:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

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

Interest shall be equal to one and one half percent (1.5%) per month (18% APR)

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–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, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
John S. Nissel / City Manager	Samuel Rich PLA #413 / Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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THRASHER

2024 Rate Schedule

DESCRIPTION	RATE	UNIT
Engineering Services		
Principal Engineer	$275.00	HOUR
Sr. Project Manager	$210.00	HOUR
Project Manager II	$190.00	HOUR
Project Manager I	$170.00	HOUR
Assistant Project Manager	$155.00	HOUR
Sr. Project Engineer	$170.00	HOUR
Project Engineer II	$155.00	HOUR
Project Engineer I	$140.00	HOUR
Staff Engineer	$115.00	HOUR
Project Coordinator	$135.00	HOUR
Engineering Technician II	$115.00	HOUR
Engineering Technician I	$100.00	HOUR
Sr. Designer	$155.00	HOUR
Designer	$135.00	HOUR
CADD Technician II	$115.00	HOUR
CADD Technician I	$95.00	HOUR
Sr. Structural Engineer	$210.00	HOUR
Sr. Structural Designer	$180.00	HOUR
Structural Engineer I	$150.00	HOUR
Architectural Services		
Principal Architect	$250.00	HOUR
Senior Architect	$235.00	HOUR
Architect	$210.00	HOUR
Project Architect	$145.00	HOUR
Staff Architect	$130.00	HOUR
Senior Project Designer	$175.00	HOUR
Design Professional III	$130.00	HOUR
Design Professional II	$110.00	HOUR
Design Professional I	$90.00	HOUR
Construction Admin Specialist	$155.00	HOUR
Architecture Technician	$75.00	HOUR
Sr Landscape Architect	$145.00	HOUR
Landscape Architect	$125.00	HOUR
Landscape Designer	$105.00	HOUR

DESCRIPTION		RATE	UNIT
Environmental Services			
	Sr. Environmental Project Manager	$185.00	HOUR
	Licensed Remediation Specialist	$185.00	HOUR
	Environmental Project Manager III	$170.00	HOUR
	Environmental Project Manager II	$155.00	HOUR
	Environmental Project Manager I	$140.00	HOUR
	Environmental Scientist II	$120.00	HOUR
	Environmental Scientist I	$105.00	HOUR
	Environmental Technician II	$90.00	HOUR
	Environmental Technician I	$80.00	HOUR
	Professional Geologist	$185.00	HOUR
	Staff Geologist	$115.00	HOUR
	Asbestos Manager	$125.00	HOUR
Survey Services			
	Principal Survey Manager	$250.00	HOUR
	Senior Survey Manager	$165.00	HOUR
	Survey Project Manager	$145.00	HOUR
	Assistant Survey Project Manager	$130.00	HOUR
	Survey Coordinator	$115.00	HOUR
	1-Person Crew	$95.00	HOUR
	2-Person Crew	$145.00	HOUR
	Sr. Mapping Project Manager	$210.00	HOUR
	Mapping Project Manager	$155.00	HOUR
	Assistant Mapping Project Manager	$135.00	HOUR
	Stereo Compiler II	$115.00	HOUR
	Stereo Compiler I	$95.00	HOUR
	GIS Specialist	$140.00	HOUR
	GIS Analyst	$125.00	HOUR
	GIS Technician II	$110.00	HOUR
	GIS Technician I	$95.00	HOUR
Construction Services			
	CS Market Leader	$175.00	HOUR
	Senior Construction Manager	$135.00	HOUR
	Construction Manager	$120.00	HOUR
	Senior Project Representative	$105.00	HOUR
	Project Representative II	$95.00	HOUR
	Project Representative I	$85.00	HOUR
	Material Testing Tech	$85.00	HOUR
	Laboratory Manager II	$110.00	HOUR
	Laboratory Manager I	$100.00	HOUR
	Laboratory Supervisor	$90.00	HOUR
	Laboratory Technician	$80.00	HOUR
	I&I Manager	$115.00	HOUR
	2 Person I & I Crew (Includes equipment)	$275.00	HOUR
	E&S/SWPPP Documentation	$100.00	HOUR

DESCRIPTION	RATE	UNIT
Laboratory Testing		
Standard Proctor (ASTM D698)	$225.00	EACH
Modified Proctor (ASTM D1557)	$300.00	EACH
Atterberg Limits (ASTM D4318)	$150.00	EACH
Hydrometer Analysis (ASTM D422)	$300.00	EACH
Compression Testing (Concrete / Grout / Mortar Cubes / Co)	$22.00	EACH
Compression Testing (Masonry Blocks)	$300.00	SET OF 3
Complete Soils Classification (ASTM D2487)	$575.00	EACH
Floor Flatness Equipment	$100.00	DAY
Asphalt/Concrete Core Drill	$350.00	DAY
Reproduction of Drawings		
Printed Copies (11" x 17")	$0.50	SHEET
Printed Copies (22" x 34")	$1.10	SHEET
** Reproduction in excess of the normal project requirement of three (3) sets of final construction drawings*		
Administrative	$65.00	HOUR
Accounting	$90.00	HOUR
Intern	$70.00	HOUR
Equipment		
Robot-GPS	$125.00	DAY
ATV/UTV (FourWheeler)	$50.00	DAY
Drone	$80.00	DAY

Miscellaneous Notes

1) *Overtime rate of 1.5x applies after 40 hours and weekends, Overtime rate of 2.0x on Holidays.*

2) *Fees will be billed per schedule above for time the work is performed. Out of pocket expenses will be reimbursed at cost, necessary mileage will be reimbursed at the federal rate in effect at the time the work is performed plus 20% and per diem will be reimbursed at the federal rate in effect at the time work is performed.*

3) *Expert Witness Testimony required by Client will be billed at an hourly rate plus 20% for the Classification required.*

4) *Miscellaneous services and expenses required by the Engineer to complete specialty services required by the client and to expedite project delivery. Engineering Consultants, Geotechnical, Land & Right of Way Acquisition, Specialized Inspection Services, Environmental, Historical & Cultural Surveys, Timber Appraisals, etc. will be billed on a cost plus 15% basis. Hourly Rates are subject to overtime at a rate of 1.5x after 40 hour and weekends, and 2.0x on holidays.*

5) *Projects bid as lump sum, or not to exceed, are based on a scope of work provided by respective project managers for the Client and agreed upon by both Parties. Rates may differ from the rate schedule provided, due to specific details outlined in the project scope. All out of scope work will be invoiced based on the rate schedule provided.*

6) *Rates are subject to periodic revision.*

Sparks@Play

PROUDLY PRESENTED BY

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(410) 356-4151

Charles Town Splash Pad

Design# 1192609-01-01 **12/26/24**

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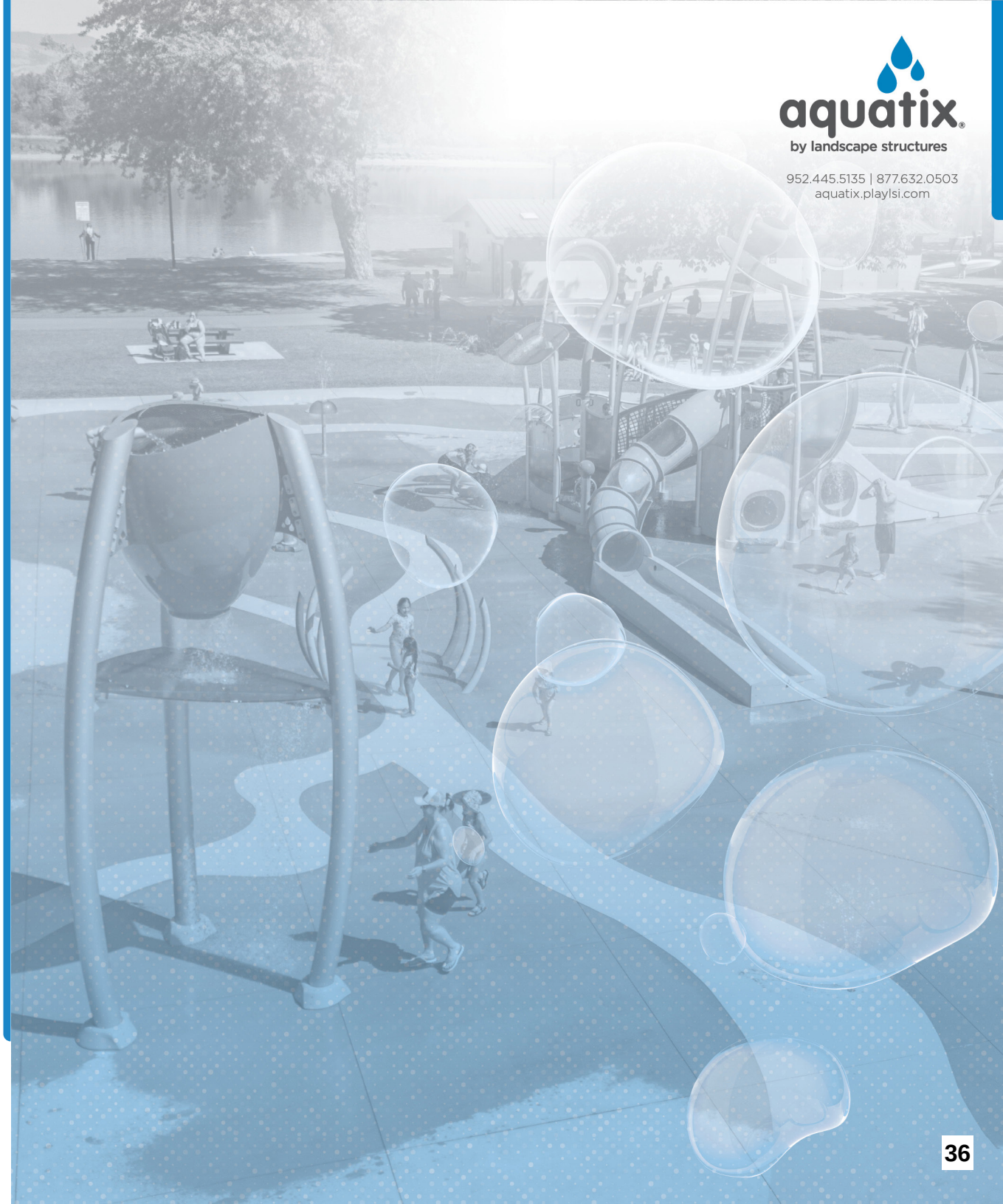

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INCLUSIVE PLAY HIGHLIGHTS

Water, being naturally inclusive, combined with splash play bring together people of all ages and abilities in a world of fun, learning and sensory exploration. Aquatix innovative water features allow for hands-on education tailored to every development stage. The designers at Aquatix work to deliver an educational, exploratory design that encourages physical and social development, with the ability to grow confidence while engaging in the play elements around them. This inclusive approach not only enhances community connection but also ensures there's something for everyone, making it a vibrant hub for social interaction, relaxation and unforgettable memories.

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AGE APPROPRIATE ZONES

GENTLE ACTIVITY ZONE
INFANT/TODDLER

Learning to enjoy texture and water

- Lower, delicate ground sprays
- Lower structures with gentle water formations
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction

UNIVERSAL ZONE
ALL AGES

Variety of structures for the whole family

- Unique water formations pour, dump, spray wiggle, launch and spin
- Combines ground spray and structures for all ages
- Centrally placed in splash pad and often a transition zone from Gentle activity to Dynamic

DYNAMIC ZONE
7+ YEARS

Continual excitement and interaction

- High Volume, highly interactive spray features and Climb N Play structures
- Combination of sprays and structures
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction

Charles Town Splash Pad

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DESIGN DETAILS

* Surface finishes and/or site furnishings shown are conceptual and provided by others.

PROPOSED COLORS

PAINT COLORS



ACRYLIC COLOR(S)



PROJECT DETAILS

PROJECT DIMENSIONS

47’-0” LENGTH X 61’-6” WIDTH

TOTAL SYSTEM FLOW RATE

75 Gallons
GPM (GALLONS PER MINUTE)

COLOR APPROVAL

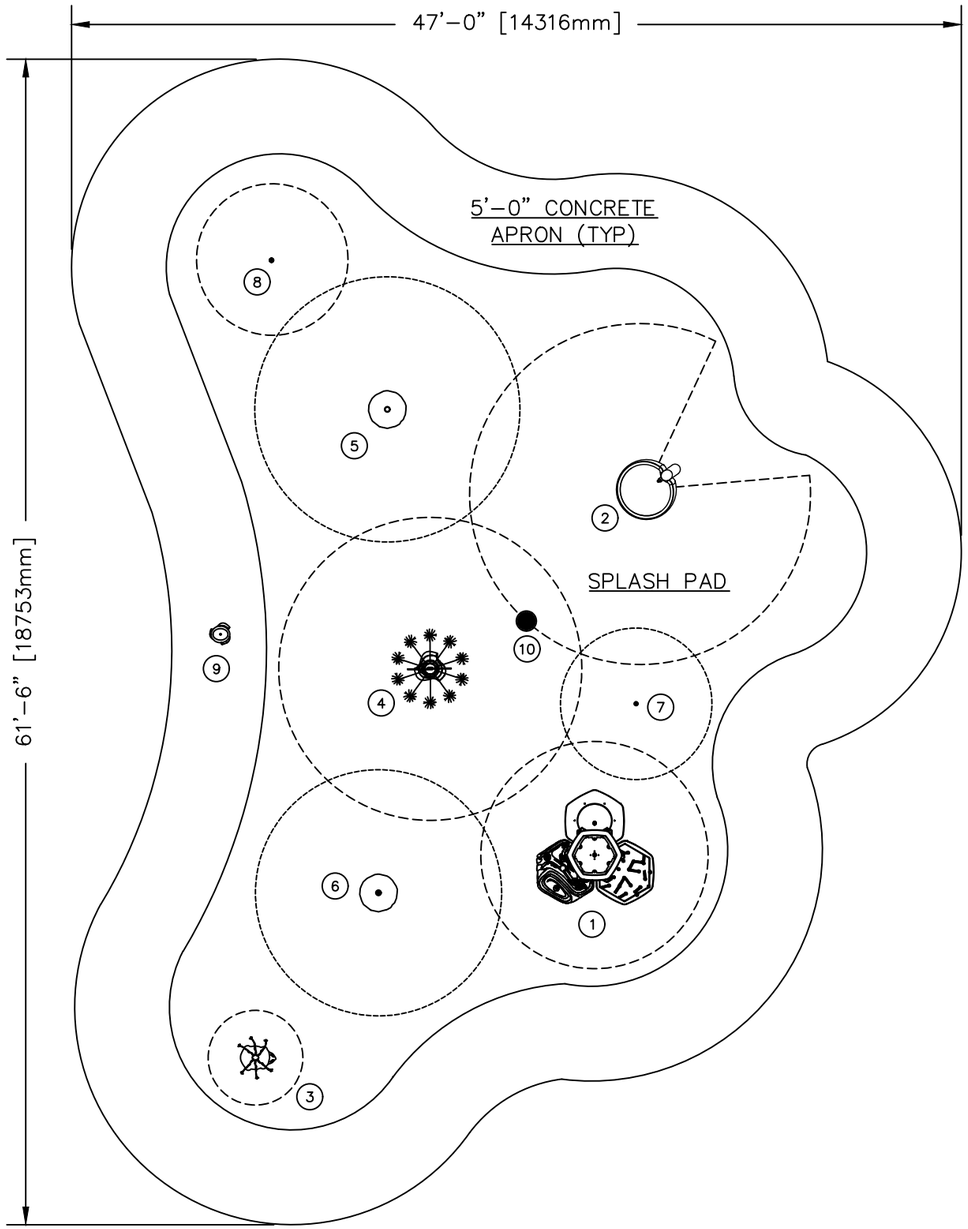
CUSTOMER SIGNATURE

DATE

*Colors shown are for representation purposes.
Consult with your Representative for actual color swatches for final color selection.

NO	PRODUCT	QTY	LINE SIZE	GPM
1	AQUAGATHER	1	1"	10
2	MINI FLASHFLOOD	1	1 ½"	10
3	TOTPACK TURTLE	1	1 ½"	10
4	WELLSPRING W/ACRYLIC	1	1 ½"	15
5	AQUAROCK LARGE	1	1"	10
6	AQUAROCK SMALL	1	1"	10
7	FUNNEL TWIST	1	1"	5
8	STREAM JET	1	1"	5
9	AQUAVATOR	1	--	--
10	DRAIN BOX	1	--	--

SPLASH PAD AREA: 1,204 SQ FT.
APRON AREA: 832 SQ. FT.
TOTAL AREA: 2,036 SQ FT.
TOTAL FEATURE FLOW RATE: 75 GPM



PRELIMINARY FOR BID ONLY

NOT FOR CONSTRUCTION

NO.	REVISION	DATE

aquatix by landscape structures

1101 MCKINLEY PARKWAY
DELANO, MN 55328
877-832-0503
Local 952-445-5135
aquatix.playlist.com

JOB TITLE
CHARLES TOWN SPLASH PAD

LOCATION
CHARLES TOWN, WV

SCALE	DRAWN	CHECKED	DWG. FILE	DATE
NOT TO SCALE	GPC			12/26/24

SHEET TITLE
PROPOSED SPLASH PAD SCHEMATIC LAYOUT

JOB NO.
1192609-01-01

1 OF 2

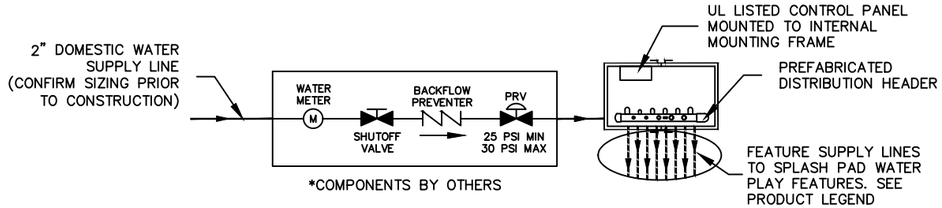
44

NOTE:
1. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'–0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
3. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
4. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
5. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
6. ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
8. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
9. EXPANSION JOINT TO BE EVERY 20'x20'. SAW CUT JOINT TO BE EVERY 10'x10'. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
11. —— INDICATES SPLASH ZONE.
12. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
13. DRAWINGS ARE SCHEMATIC ONLY.
14. 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
15. THERE IS TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PIPING
16. CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESH (W6 ON 4"X4" SPACING OR W10 ON 6"X6" SPACING)
17. CONCRETE TO BE THICKENED AT ALL PRODUCT INSTALLATION LOCATIONS (BOTH EMBED AND ABOVE GROUND STRUCTURES). REFER TO INSTALLATION DRAWINGS FOR EACH PRODUCT.
18. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.
19. LEVEL MOUNTING AREA REQUIRED FOR ALL PRODUCTS
20. RECOMMENDED POOL WATER DEPTHS:
    –DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL
    –DO NOT EXCEED 12" WATER DEPTH ON STRUCTURES UP TO 48" TALL
    –DO NOT EXCEED 18" WATER DEPTH ON STRUCTURES TALLER THAN 48"
    –DO NOT EXCEED 12" WATER DEPTH ON MULTI LEVEL PLATFORMS . NO WATER SPRAY OR CRAWL TUNNEL TO BE UNDERWATER.

PRELIMINARY FOR BID ONLY

NOT FOR CONSTRUCTION

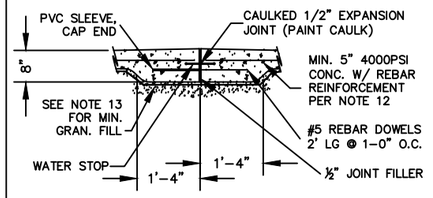
ABOVEGROUND MECHANICAL ENCLOSURE (NTS)
LOCATION TO BE DETERMINED



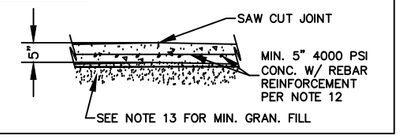
*COMPONENTS BY OTHERS

NOTE:
–FIELD VERIFY LOCATION AND ELEVATIONS OF JOINTS.
–DIAGRAMMATIC ONLY

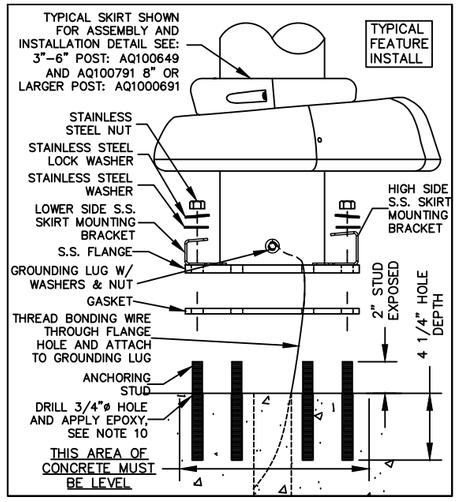
EXPANSION JOINT



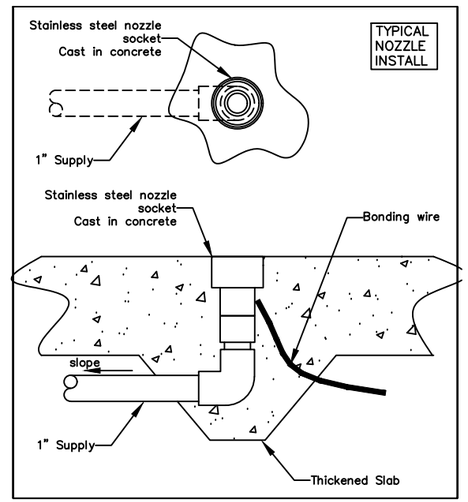
SAW CUT JOINT



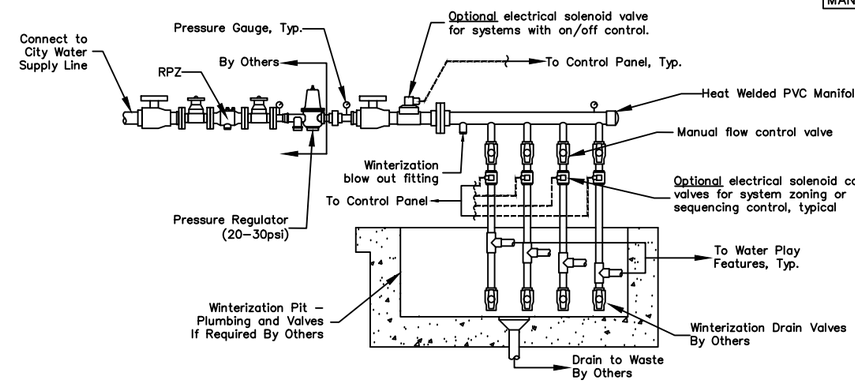
TYPICAL FEATURE INSTALL



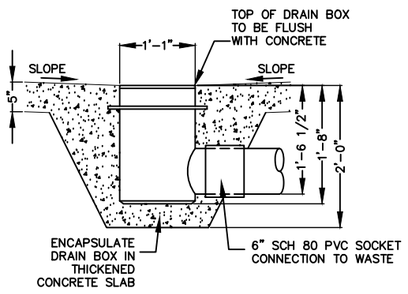
TYPICAL NOZZLE INSTALL



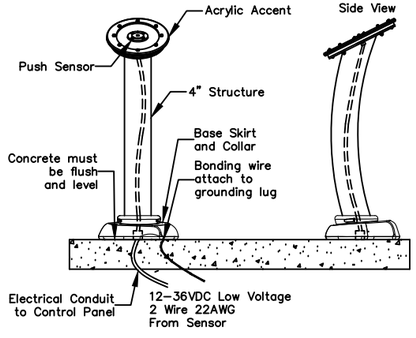
TYPICAL DOMESTIC MANIFOLD



TYPICAL DRAIN BOX



AQUAVATOR ACTIVATOR



NO.	REVISION	DATE

1101 MOONLEY PARKWAY
NEW MARTINSVILLE, WV 26155
877-442-8328
Local 922-445-5135
aquatixplay.com

aquatix by landscape structures

JOB TITLE
CHARLES TOWN SPLASH PAD

LOCATION
CHARLES TOWN, WV

DRAWN	CHECKED	DWG. FILE	DATE
GPC			12/26/24

SCALE: NOT TO SCALE

SHEET TITLE
PROPOSED SPLASH PAD SCHEMATIC LAYOUT

JOB NO.
1192609–01–01

2 OF 2

Sparks@Play

PROUDLY PRESENTED BY

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trevor@spartsatplay.com
(410) 356-4151

Charles Town Splash Pad

Design# 1192609-01-01 **12/26/24**

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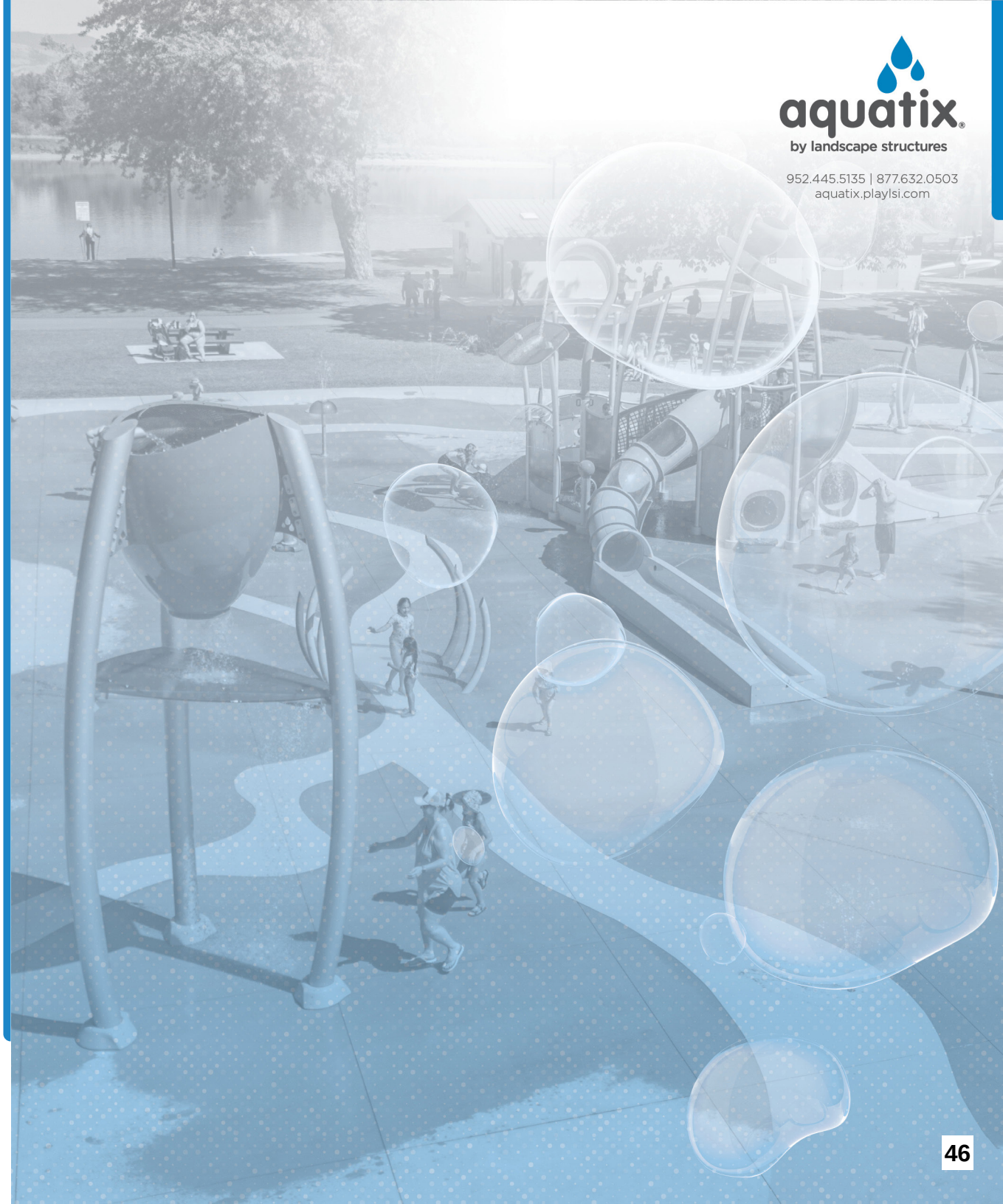

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INCLUSIVE PLAY HIGHLIGHTS

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AGE APPROPRIATE ZONES

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INFANT/TODDLER

Learning to enjoy texture and water

- Lower, delicate ground sprays
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- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction

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PROPOSED COLORS

PAINT COLORS



ACRYLIC COLOR(S)



PROJECT DETAILS

PROJECT DIMENSIONS

47’-0” LENGTH X 61’-6” WIDTH

TOTAL SYSTEM FLOW RATE

75 Gallons
GPM (GALLONS PER MINUTE)

COLOR APPROVAL

CUSTOMER SIGNATURE

DATE

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Splash Pad Product Choices

Jefferson Memorial Pool

Charles Town, WV

Dumping



Radial Dumping Bucket



Prismatic Radial Dump Bucket



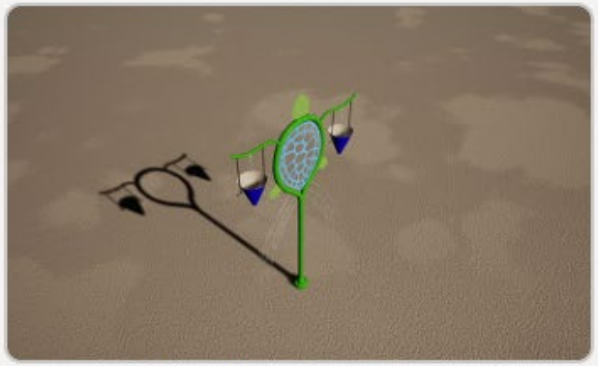
Silly Wet Butterfly



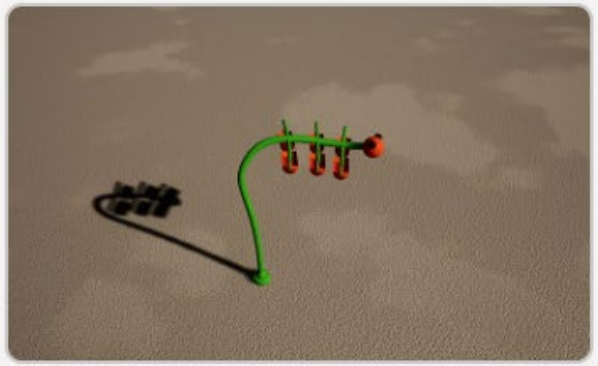
Curvy Dumping Bucket



Palm Tree Dumping Bananas 3



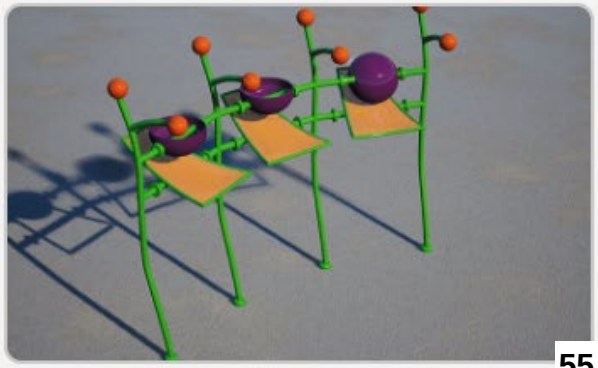
Silly Wet Sea Turtle



Silly Wet Bug



Silly Wet Crab



Kapsizer Trio

Dumping



Palm Tree Dumping Coconuts 3



Palm Tree Dumping Coconuts 5



Large Dumping Beach



Large Dumping Bucket T-Rex Theme



Large Dumping Flower Bucket



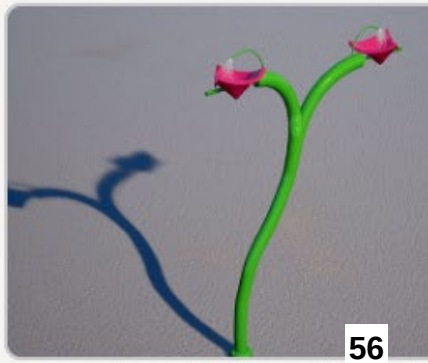
Leakin Beacon



Leaking Pirates Grog



Rocket Three Buckets

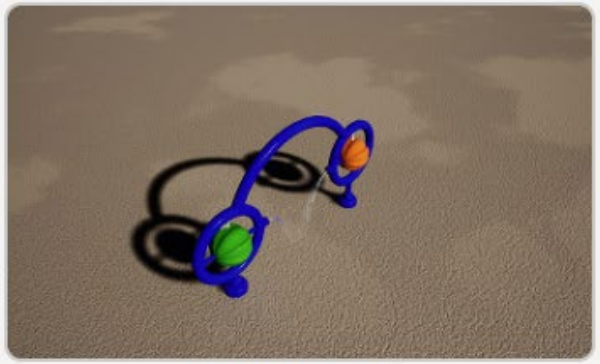


Dumping Posey

Hoops



Influx Arch



Activity Arch



Stegosaurus Tunnel



Super Shower



Super Soaker



Washed Up Whale



Sillier Serpent

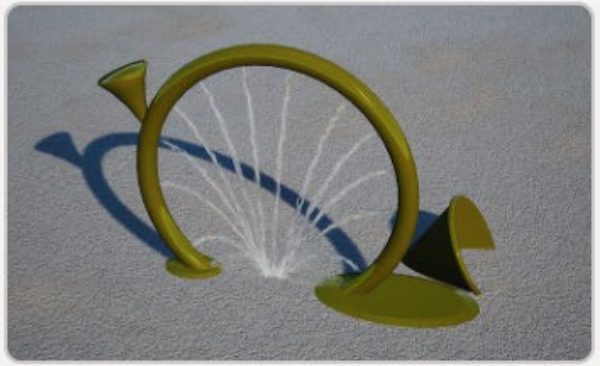


Watery Racquet

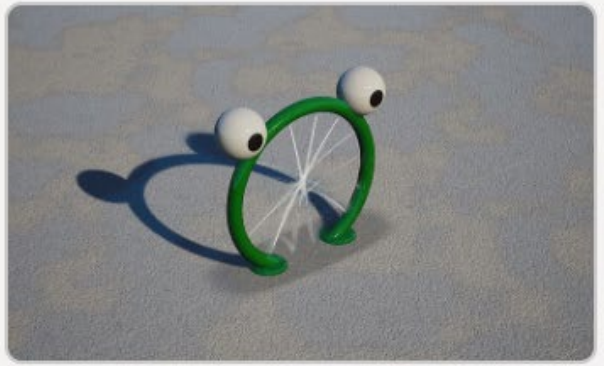


Triple Arch Rain Storm

Hoops



French Horn



Froggy Hoop



Grand Slam Glove



Kiddie Kar Wash



Lanky Frog



Rain Tunnel



Ranch Entry Spray

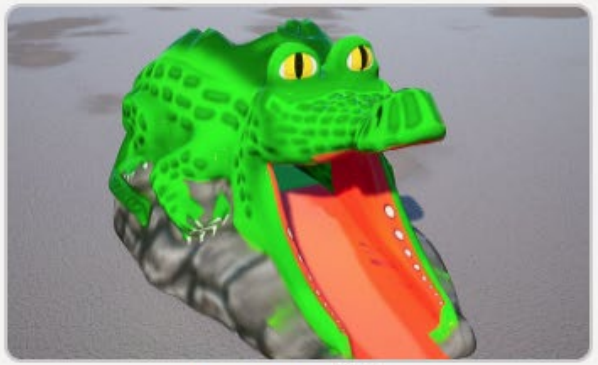


Rock Falls

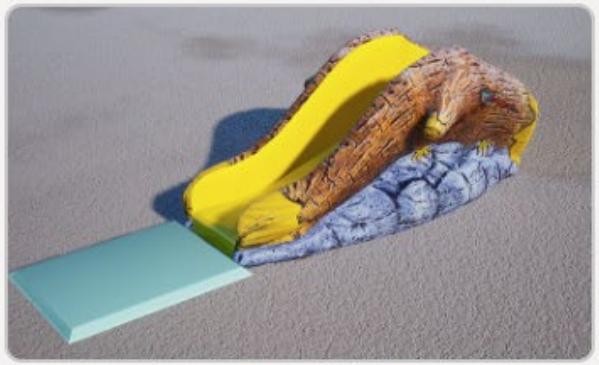


Butterfly Triple Arch Rain Storm

Slides



Gator Slide



Trunk Slide



Aqua Run Double Bus Slide



Semi Truck Slide



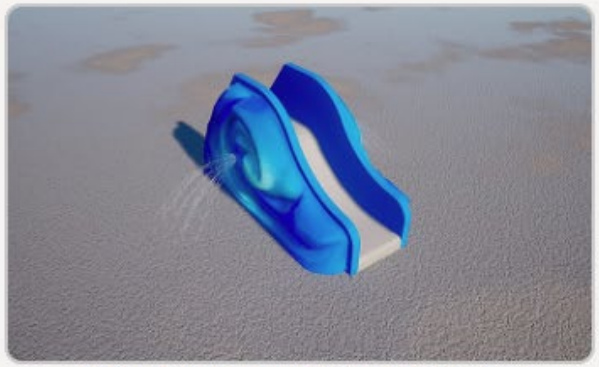
Frog Slide



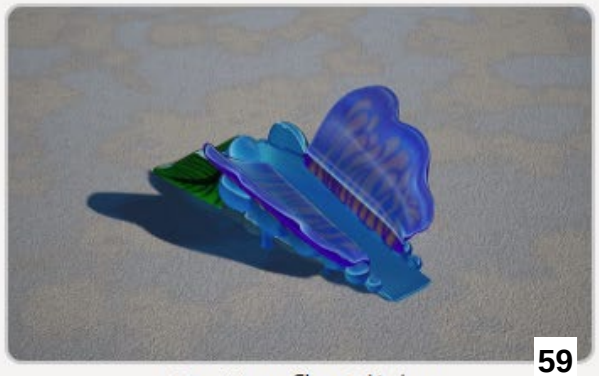
Mini Pirate Ship



Safari Truck Slide



Big Kahuna Wave Slide

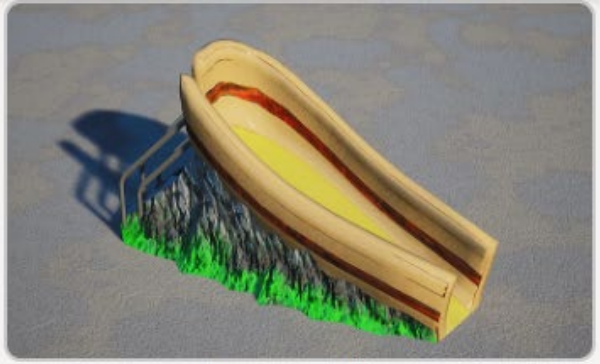


Butterfly Slide

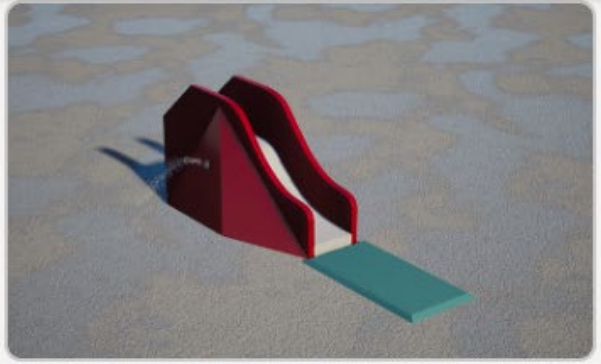
Slides



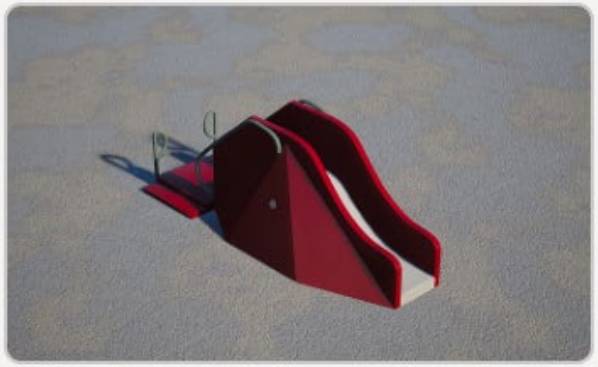
Activity Island



Canoe Slide



Aqua Run



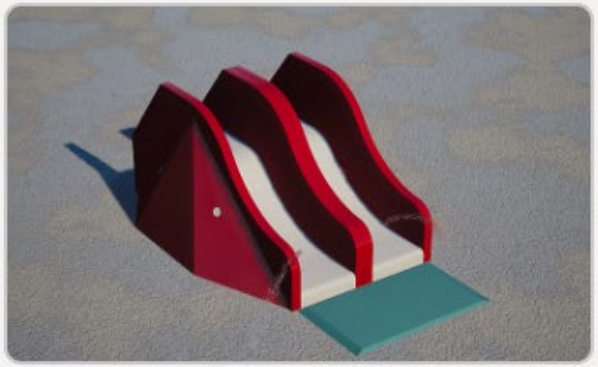
Aqua Run Accessible Slide



Aqua Run Camper Slide



Aqua Run Double Shoe Slide



Aqua Run Double Slide



Aqua Run Dune Buggy Slide



Aqua Run Helmet Slide





Sparks@Play

Ch

Design

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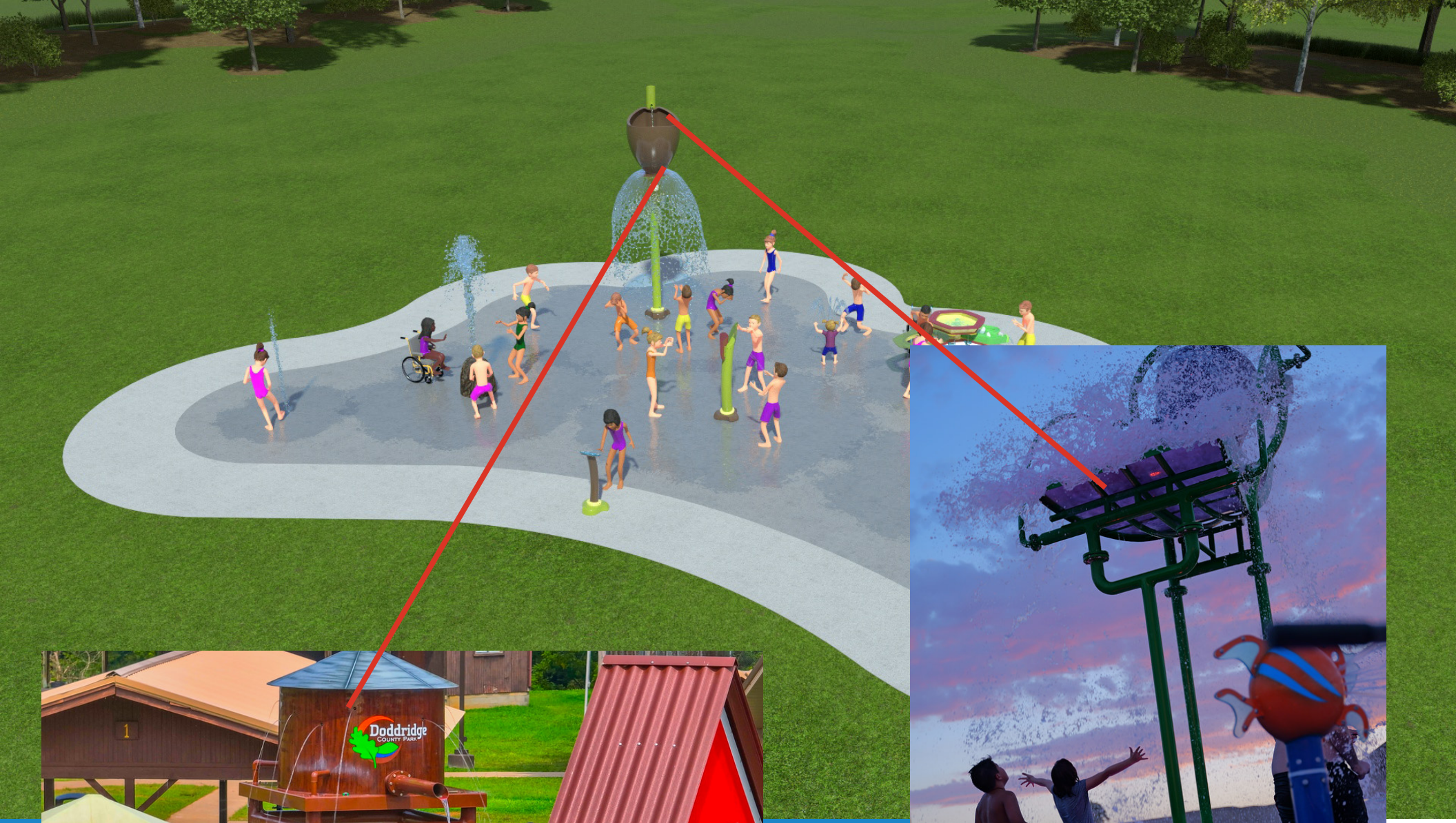



Design# 192809-01-01 **12/26/24**

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Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 01/23/25
Department: Board of Parks and Recreation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-92: Parks and Recreation Budget

Parks and Recreation Budget

ATTACHMENTS:

- P&R November-December 2025 Financials.pdf

the city of Charles Town, WV

FY 2025 P&R Budget

REVENUES	FY 2025 CURRENT BUDGET	NOVEMBER 2024	DECEMBER 2024	FY 2025 YEAR TO DATE	FY 2025 BUDGET BALANCE	FY 2025 % OVER/UNDER BUDGET	FINANCE NOTES
Carryover	113,000			113,000	-	100%	
00 Pool Admission	20,000			7,707	(12,293)	39%	
01 Pool Concession Stand	2,410			984	(1,426)	41%	
02 Pool Rental	4,000			1,380	(2,620)	35%	
03 Pool Passes	3,000			2,241	(759)	75%	
04 Swimming Lessons	9,000			12,275	3,275	136%	
07 Pavilion Rental	4,500			700	(3,800)	16%	
12 Hotel/Motel	100,000	8,252	8,613	43,939	(56,061)	44%	
14 Tennis CIP Donations	-			800	800		
22 Tennis Lessons	9,000			6,666	(2,334)	74%	
38 Interest	-			314	314		
39 Contributions from GF	20,000	(20,000)		20,000	-	100%	
TOTAL REVENUES	**284,910**	**(11,748)**	**8,613**	**210,006**	**(74,904)**	**74%**	

EXPENSES	FY 2025 CURRENT BUDGET	NOVEMBER 2024	DECEMBER 2024	FY 2025 YEAR TO DATE	FY 2025 BUDGET BALANCE	FY 2025 % OVER/UNDER BUDGET	FINANCE NOTES
03 Salaries	52,000			43,990	(8,010)	85%	Pool - 20 Part-time employees Tennis - 11 Part-time employees
04 FICA Tax Expense	4,160			3,428	(732)	82%	FICA @ 7.65% of Salary
08 Overtime	-			1,022	1,022		
11 Telephone	900	83	56	371	(529)	41%	Jefferson Memorial Pool Phone Line
12 Printing	-			-	-		
13 Utilities	7,500	388	734	5,905	(1,595)	79%	Charles Town Utility Board (Water) - Jeff Mem Park/Pool - $4,000 Potomac Edison (Electric) - Restroom Facilities, W. Liberty St., Jeff Mem Park/Pool - $3,500
15 Buildings and Grounds	6,000		2,520	2,606	(3,394)	43%	R&L Landscapes/Spring Cleanup ($2,500), Grass/Weed killer, Window Installation, Light bulbs, Driveway sealer ($1,087), Shingles, Grass seed, straw, Outdoor lights, drain pipe, Boards for Benches, Bathroom Repairs, Painting Supplies. Recommend assessing needs for FY25.
16 Pool supplies and equipment	11,000			1,011	(9,989)	9%	Tabs - $4,910, Lube, Soda Splash, Filter Fresh, Algicide, Test Kits, Gaskets, Bolts. Total in FY23 = $10,079. Recommend at least $11,000 on this line. Reclassing from Departmental Supplies.
18 Postage	-			-	-		
20 Advertising/Legal Pub	100			19	(81)	19%	Publishing fees
21 Training	500			-	(500)	0%	CPR/First Aid training
26 Insurance & Bonds	4,000	926	130	2,140	(1,860)	54%	Commercial Property, Umbrella Liability, Automobile, Worker's
30 Contracted Services	50,000	5,111	4,552	25,461	(24,539)	51%	Mowing (Evitts Run, Happy Retreat, Craig Hill, Willingham, Jeff Mem Park) - $26,000 Porta Potty Setup/Clean and Service - $2,000 Water Testing - Pool - $100 Payroll Processing - $700 Annual Pest Control Services - $300
32 Bank Charges	-			-	-		
37 Other Fees/Taxes	150			-	(150)	0%	Pool permit fee Health Department
41 Departmental Supplies	15,000	481	46	972	(14,028)	6%	Supplies ($256). Floats and whistles ($250), AED machine ($1,700)
42 Concession Stand Supplies	-			605	605		We can roll these costs under Departmental Supplies. No need for a separate line item.
45 Uniforms	600			351	(249)	59%	Jr. Tennis Girls and Boys Shirts and Jackets. Recommend $600
59 Capital Outlay	100,000			-	(100,000)	0%	
99 Contingencies	33,000			-	(33,000)	0%	
TOTAL EXPENSES	**284,910**	**6,990**	**8,038**	**87,882**	**(197,028)**	**31%**	
REVENUES OVER EXPENSES	**-**	**(18,738)**	**575**	**122,123**	**122,123**		

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 01/23/25
Department: Board of Parks and Recreation
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-93: Endowment from Estate of Sheila A. Clifford

Endowment from Estate of Sheila A. Clifford

ATTACHMENTS:

- SCity of Ch25012310450.pdf

BCT
18 71
WEALTH ADVISORS

October 30, 2024

Jefferson Memorial Park
CTPRC/City of Charles Town
PO Box 14
Charles Town, WV 25414

RE: Sheila Clifford Irrevocable Trust

To Whom It May Concern,

Bank of Charles Town is serving as executor for the Estate of Sheila A. Clifford. Ms. Clifford died on February 9, 2024. Ms. Clifford's Will established an Irrevocable Trust, in which BCT was named as trustee. A charitable share was created under her trust. Your entity is a one-third beneficiary of the total charitable share. Pursuant to Section 7.04 of The Sheila A. Clifford Irrevocable Trust:

> *My Trustee shall distribute the governing body of the Jefferson Memorial Park's share outright and free of trust to the governing body of the Jefferson Memorial Park or its successor in interest, to be used exclusively for the specific charitable purposes of:*
>
> *Constructing and maintaining at the park (1) a pavilion to provide to pets and their owners temporary shelter and fresh drinking water, and (2) a garden to provide to indigenous birds heated bird baths. The pavilion and garden are to be named "St. Francis Pavilion" and "St. Francis Garden."*

We are in the final stages of settling the estate and are preparing calculations for the trust distributions. As a beneficiary of the trust, we are required to collect a completed and signed IRS Form W-9. We ask that you return the enclosed form once completed and signed via email to bctwealth@mybct.bank or by mail using the PO Box address below. Additionally, we will need account information for your organization in which you would like us to transfer assets in-kind.

If you have any questions regarding the trust, please call me at 304-728-2435.

Sincerely,

Emma Espinosa

Emma Espinosa
Client Coordinator

Enclosure

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 01/23/25
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-94: Jefferson Memorial Park Ground Penetrating Radar Report

Jefferson Memorial Park Ground Penetrating Radar Report

ATTACHMENTS:

- West Virginia Charles Town Tennis Courts Report.pdf
- West Virginia Charles Town Tennis Court Figure 1.pdf
- West Virginia Charles Town Open Area Figure 3.pdf
- West Virginia Charles Town Tennis Court Figure 2.pdf
- West Virginia Charles Town Open Area Figure 4.pdf
- West Virginia Tennis Courts Example GPR Profile.bmp

Ground Penetrating Radar Survey
at the
Jefferson County Memorial Park
Tennis Courts
Charles Town, West Virginia

Submitted to:

City of Charles Town
101 East Washington Street
Charles Town, WV 25414

Prepared By:

GeoModel, Inc.
525-K East Market Street
315
Leesburg, VA 20176

November 2024

Introduction

On November 16 and 17, 2024, GeoModel, Inc. conducted a Ground Penetrating Radar (GPR) survey for the City of Charles Town, West Virginia, at the Jefferson Memorial Park Tennis Courts and two adjacent grass areas. The purpose of the GPR survey was to determine any subsurface conditions that might be causing cracks in the tennis courts and any sinkhole issues in the two adjacent grass areas (See Figures 1, 2, 3, and 4).

The two tennis court survey areas are a single court (western tennis court) and a double court (eastern tennis court). The two grass survey areas are an 80-foot by 120-foot area south of the western tennis court and a 120-foot by 140-foot area east of the eastern tennis court.

GPR Equipment

The survey areas were scanned with a GSSI SIR-3000 GPR digital computer control unit and a 400-MHz antenna. The depth of investigation of the 400-MHz transducer is 9 feet in sand and less in clay soils. GPR profiles of subsurface reflections at the site were recorded on the hard drive of the SIR-3000 field computer.

Transect Locations

GPR transects were generally made 10 feet apart across the survey areas in perpendicular directions. GPR transect locations were marked on the ground with paint or chalk. GPR data was collected and saved to the computer hard drive.

Geology of Tennis Court Area and the Two Grass Areas

There are numerous bedrock outcrops in the survey area where bedrock comes to the ground surface. The bedrock is a grey limestone that is tilted in the ground at a steep angle. The bedrock comes to the surface in a linear direction.

The tennis courts are oriented roughly north and south (North 0 East). The strike (compass orientation) of the bedrock ridges is roughly North 10 East. The bedrock is dipping (bedrock angle into the ground) approximately 80 degrees to the east.

GPR Survey Results

Data from the ground penetrating radar (GPR) survey was examined and interpreted by GeoModel, Inc. staff scientists. The GPR survey data profiles were examined for anomalies that represent unusual subsurface bedrock conditions or sinkholes. Several GPR anomalies were detected by GPR in the survey areas. These anomalies are shown on the maps (Figures 1, 2, 3, and 4).

An example GPR profile is included in this report. The location of this GPR profile is given on Figure 4, north to south, from A to A".

Tennis Court Areas

There are several cracks in the tennis courts. These cracks tend to be oriented north to south (See Figures 1 and 2). There are a few smaller cracks that are oriented east to west.

Due to the north to south orientation of most of these cracks, these cracks could be related to settling from former tennis court construction or other previous construction.

Some of the tennis court cracks could also be related to underground rock and soil. However, most of the cracks are oriented due north and south (North 0 degrees East), whereas the exposed bedrock ridges in the grass areas trend (North 10 degrees East).

A few anomalous bedrock conditions were noted in the GPR data in the eastern tennis court (Figure 2). These anomalies are within the closed black lines on the figure. The approximate depths of the soil or bedrock anomalies are also given on the figure. These bedrock anomalies could represent a bedrock ridge, an isolated pinnacle, or other bedrock or soil anomaly.

Open Grass Areas

The open grass areas had several surface depressions. These depressions may be due to the settling of soils between the rock ridges or outcrops that cross the area. There were a few depressions that may be caused by recently removed trees.

The bedrock anomalies for the open areas are shown in Figures 3 and 4. These bedrock anomalies are within the closed black lines on Figures 3 and 4, with possible bedrock edges represented by lines in the southern section of Figure 3.

The approximate depths of the soil or bedrock anomalies are also given on Figures 3 and 4. These bedrock anomalies could represent a bedrock ridge, an isolated pinnacle, or other bedrock or soil anomaly.

Underground Utilities or Other Features

Some underground utilities and other buried features were detected by GPR, and are mapped and labeled on Figures 1, 2, 3, and 4. There are some water lines shown on Figure 3 going south toward the pool area from the water valve near the western tennis court (Figure 3).

Conclusions

The tennis courts and the two surrounding open grass areas are in generally good condition. There appears to be no indication of pending collapse under the tennis courts or the two grass areas. The GPR anomalies and depressed areas are most likely caused by the settling of soils between the rock outcrops.

If the tennis courts are repaved, it can be expected that some of the cracks may reappear due to natural settling of the soils.

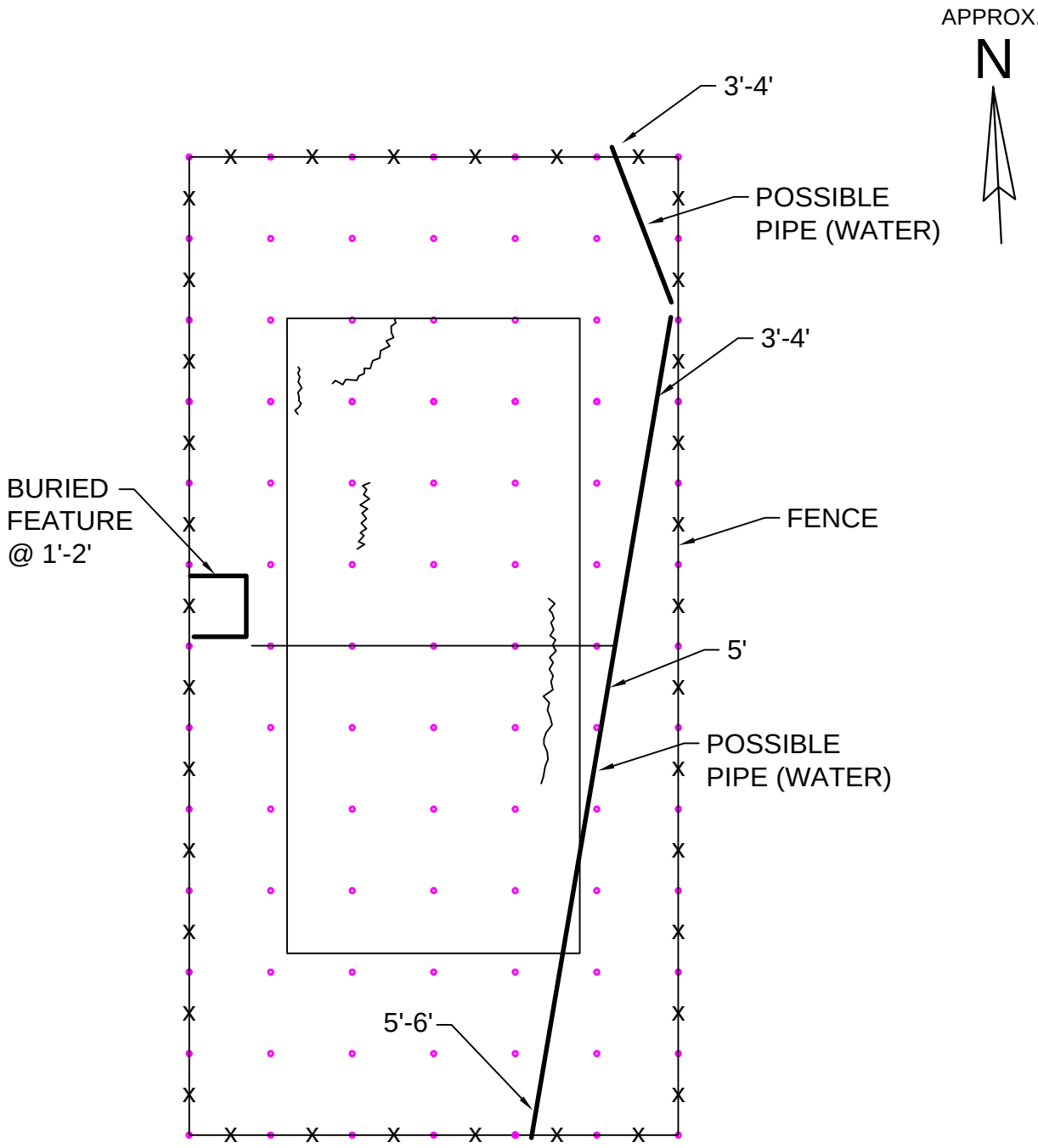
There are some areas of concern in the two grassy areas that may require further exploration by backhoe or drilling. These areas are shown in Figures 3 and 4.

Limitations

The GPR data was examined for anomalies that represent anomalous subsurface conditions or sinkholes. The results of this scan represent the best information that can be determined from the GPR data. Some sinkholes are difficult, and sometimes impossible, to locate.

Clay soils tend to attenuate GPR data, which limits the depth of investigation of the scan. GeoModel, Inc. is not responsible for any underground sinkholes not detected by the scan. GeoModel, Inc. is also not responsible for anomalies interpreted as sinkholes that are caused by other underground features.

As with any remote sensing tools, the results of GPR surveys are, in part, interpretive. The survey is conducted using instrumentation considered in good working order and the interpretation provided uses our best judgments. However, as with other remote sensing tools, we cannot guarantee the accuracy of this survey, nor can we accept responsibility for actions taken because of this survey.



LEGEND

- LOCATION OF REFERENCE GRID DOT
- CRACK ON SURFACE
- 3'-4' APPROXIMATE LOCATION AND DEPTH OF SUBSURFACE ANOMALY

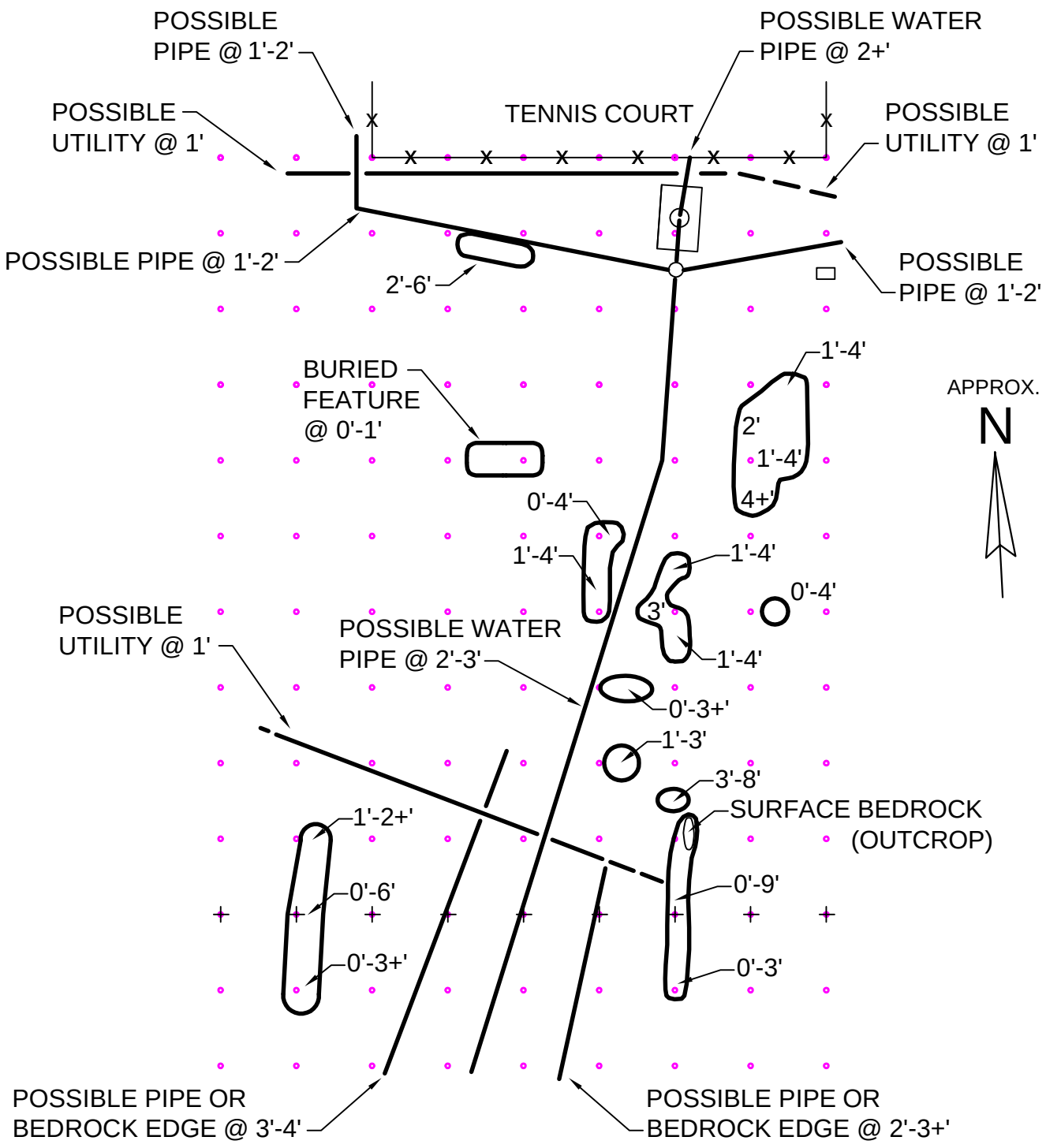
0 10 20
Scale in Feet

GeoModel™

Client: CITY OF CHARLES TOWN
CHARLES TOWN, WEST VIRGINIA

Title: GROUND PENETRATING RADAR, JEFFERSON MEMORIAL PARK, WESTERN TENNIS COURT

Prepared By	PPT	11/22/2024	SIZE A	DWG NO. 24078	FIG. NO. **FIGURE 1**	REV A
Approved By	MST	11/22/2024	SCALE 1" = 20'		SHEET 1 of 1	



LEGEND

LOCATION OF REFERENCE GRID DOT

0'-4" or 3'-4" APPROXIMATE LOCATION AND DEPTH OF SUBSURFACE ANOMALY

0 10 20

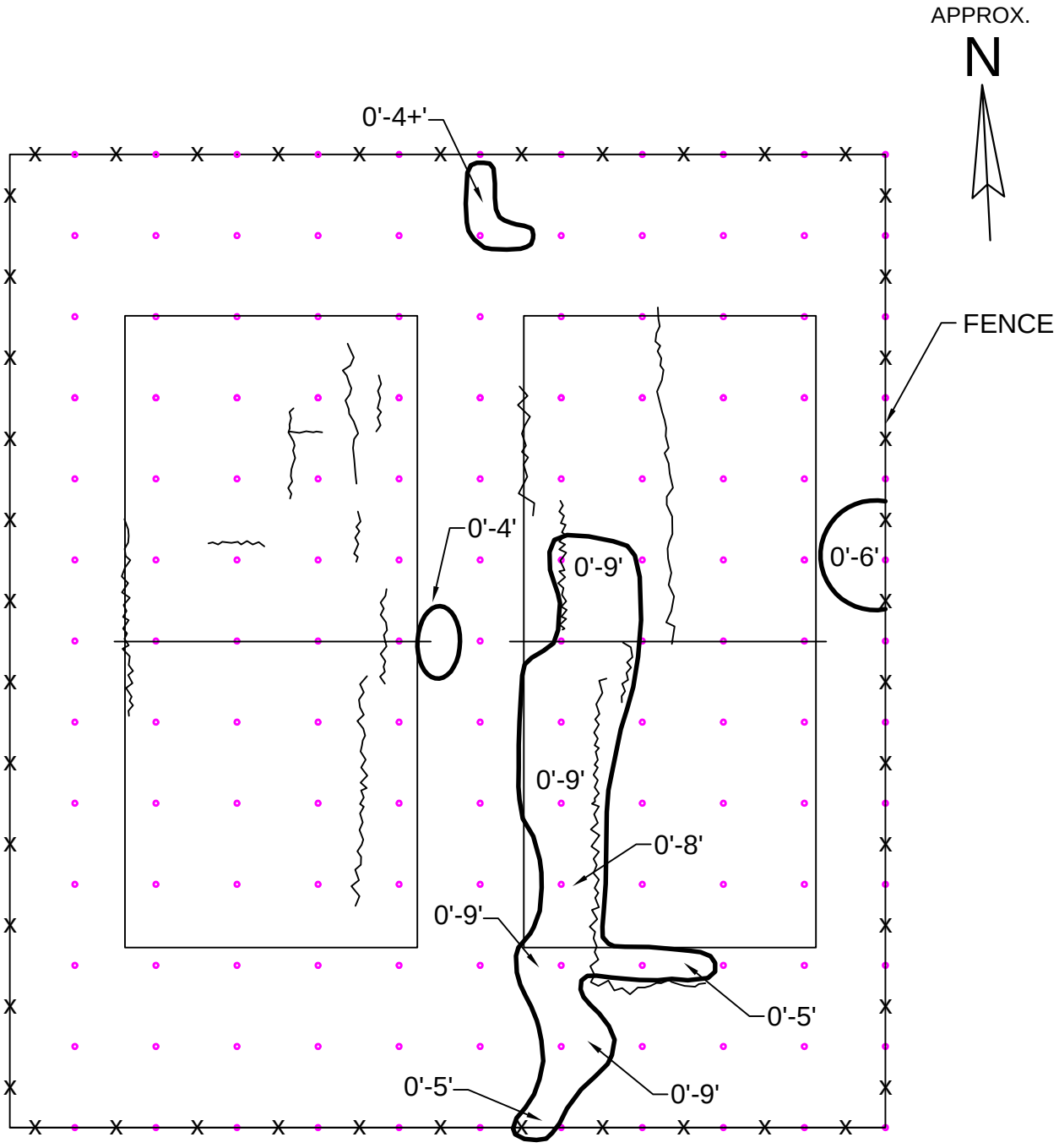
Scale in Feet

GeoModel™

Client: CITY OF CHARLES TOWN
CHARLES TOWN, WEST VIRGINIA

Title: GROUND PENETRATING RADAR, JEFFERSON MEMORIAL PARK, SOUTH OF TENNIS COURT

Prepared By	PPT	11/22/2024	SIZE A	DWG NO. 24078	FIG. NO. **FIGURE 3**	REV A	
Approved By	MST	11/22/2024	SCALE 1" = 20'		SHEET 1 of 1		



LEGEND

- LOCATION OF REFERENCE GRID DOT
- CRACK ON SURFACE
- 3'-4' — APPROXIMATE LOCATION AND DEPTH OF SUBSURFACE ANOMALY
- 0'-4' — APPROXIMATE LOCATION AND DEPTH OF SUBSURFACE ANOMALY

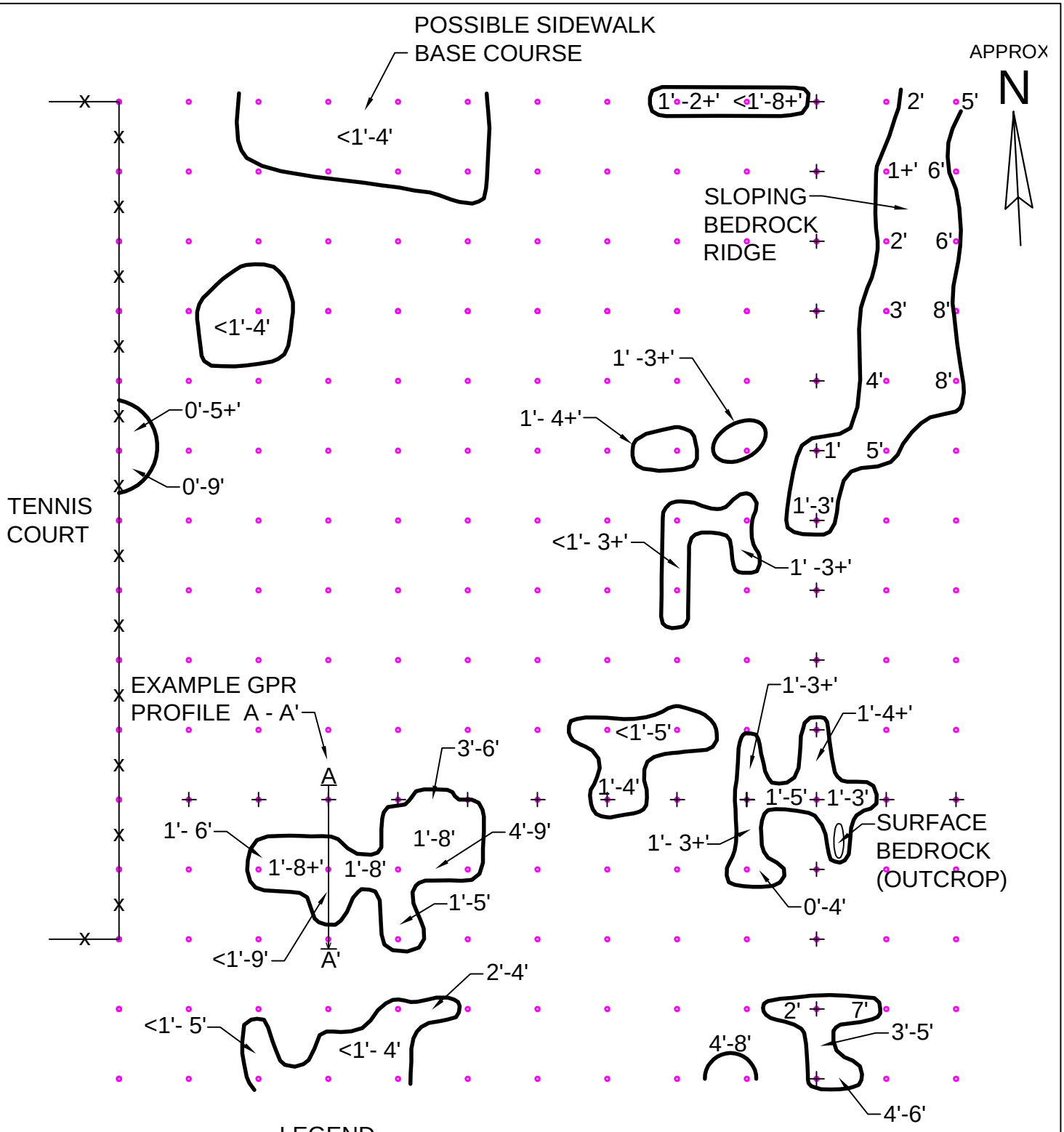
0 10 20
Scale in Feet

GeoModel™

Client: CITY OF CHARLES TOWN
CHARLES TOWN, WEST VIRGINIA

Title: GROUND PENETRATING RADAR, JEFFERSON MEMORIAL PARK, EASTERN TENNIS COURT

Prepared By	PPT	11/22/2024	SIZE A	DWG NO. 24078	FIG. NO. **FIGURE 2**	REV A	
Approved By	MST	11/22/2024	SCALE 1" = 20'		SHEET 1 of 1		



LEGEND

LOCATION OF REFERENCE GRID DOT

0'-4' or 3'-4' APPROXIMATE LOCATION AND DEPTH OF SUBSURFACE ANOMALY

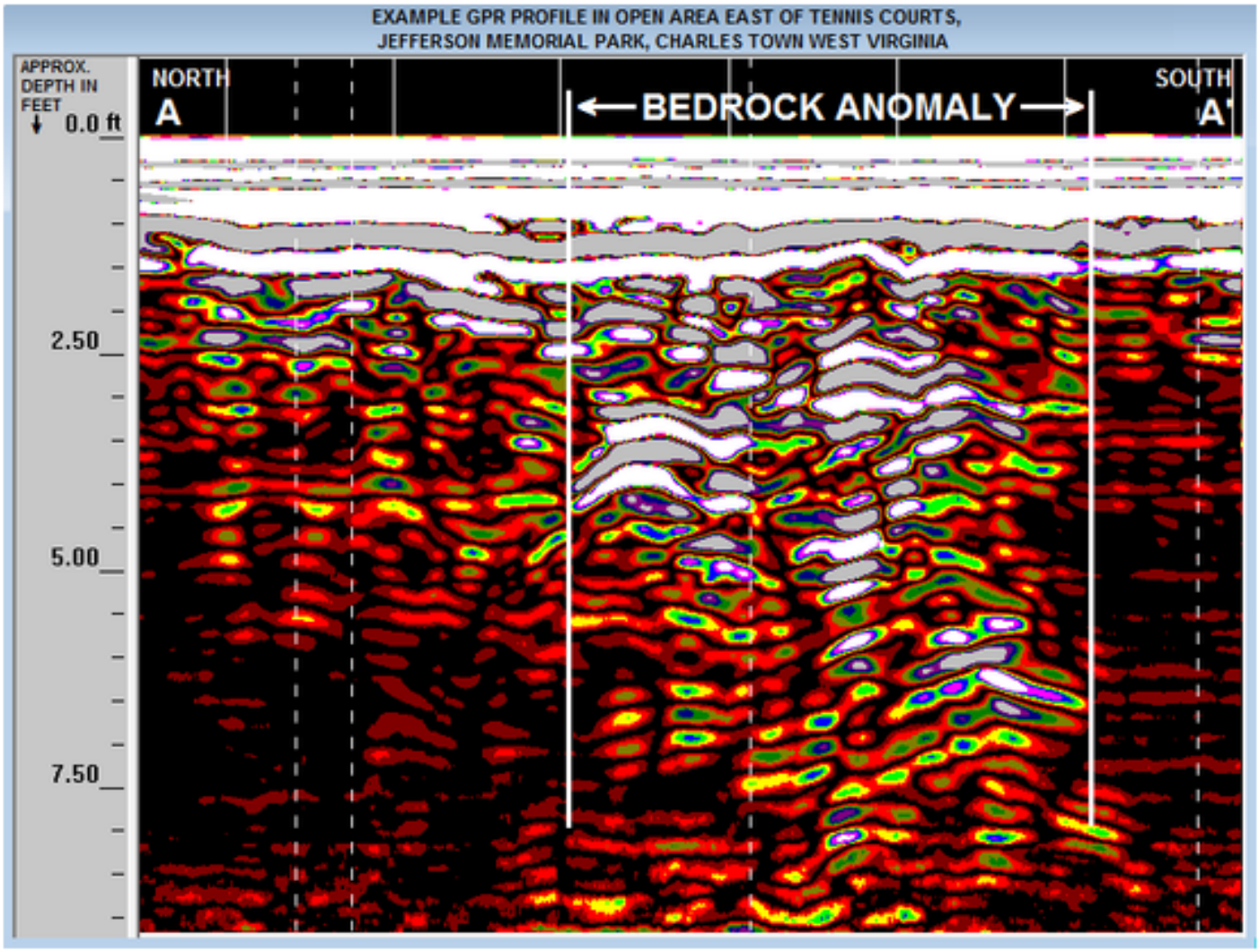
0 10 20
Scale in Feet

GeoModel

Client: CITY OF CHARLES TOWN
CHARLES TOWN, WEST VIRGINIA

Title: GROUND PENETRATING RADAR, JEFFERSON MEMORIAL PARK, EAST OF TENNIS COURT

Prepared By	PPT	11/22/2024	SIZE A	DWG NO. 24078	FIG. NO. **FIGURE 4**	REV A
Approved By	MST	11/22/2024	SCALE 1" = 20'		SHEET 1 of 1	


EXAMPLE GPR PROFILE IN OPEN AREA EAST OF TENNIS COURTS,
JEFFERSON MEMORIAL PARK, CHARLES TOWN WEST VIRGINIA
APPROX. DEPTH IN FEET
0.0 ft
2.50
5.00
7.50
NORTH
A
BEDROCK ANOMALY
SOUTH
A'

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

AGENDA ITEM (ID #)

Meeting: 01/23/25
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

2025-95: New Parkland Updates

New Parkland Updates: Hayes and Depot Park

Vinton Hayes -

Approval Conditions for Vinton Hayes Rezoning Petition REV1

1. Each new residential unit developed on the property shall be subject to a voluntary financial payment of $2,500 paid at the time of building permit issuance. These funds may be used by the City to fund any of its future capital needs. The property will be exempt from any future capital improvement fees implemented by the City; and
2. As part of the owner/developer's compliance with section ***17 Parks, Recreation and Open Space Amenity Standards***, the owner/developer will construct on a portion of the property to be dedicated to the City:
    1. Full-sized soccer field,
    2. Two (2) pickleball courts,

These improvements will be completed prior to the issuance of the 291st residential building permit for the property. The owner/developer will be exempt from the fee in lieu requirement of section ***1333.17*** ; and

3. In addition to the requirements of section ***17***, the owner/developer agrees to construct the following onsite private recreation amenities for future residents on the property:
    1. Community Pool,
    2. Single Story Pool Bathhouse to include restrooms, changing areas, and lockers,
    3. Shade Structure (which may be integrated into the Bathhouse),
    4. Picnic tables,
    5. Grills,
    6. Playground

The improvements will be completed prior to the issuance of the 351st residential building permit for the property.

Depot Park -

ATTACHMENTS:
- Approval Conditions for Vinton Hayes Rezoning Petition 12 12 24 REV1.docx

Approval Conditions for Vinton Hayes Rezoning Petition REV1

1. Each new residential unit developed on the property shall be subject to a voluntary financial payment of $2,500 paid at the time of building permit issuance. These funds may be used by the City to fund any of its future capital needs. The property will be exempt from any future capital improvement fees implemented by the City; and
2. As part of the owner/developer's compliance with section ***1333.17 Parks, Recreation and Open Space Amenity Standards***, the owner/developer will construct on a portion of the property to be dedicated to the City:
    a. Full-sized soccer field,
    b. Two (2) pickleball courts,

    These improvements will be completed prior to the issuance of the 291st residential building permit for the property. The owner/developer will be exempt from the fee in lieu requirement of section ***1333.17*** ; and
3. In addition to the requirements of section ***1333.17***, the owner/developer agrees to construct the following onsite private recreation amenities for future residents on the property:
    a. Community Pool,
    b. Single Story Pool Bathhouse to include restrooms, changing areas, and lockers,
    c. Shade Structure (which may be integrated into the Bathhouse),
    d. Picnic tables,
    e. Grills,
    f. Playground.

    The improvements will be completed prior to the issuance of the 351st residential building permit for the property.

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 01/23/25
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2025-96: Parks Updates: Jefferson Memorial, Evitts Run, Willingham Knolls, Skate Park, Happy Retreat

Parks Updates: Jefferson Memorial, Evitts Run, Willingham Knolls, Skate Park, Happy

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 01/23/25
Department: Board of Parks and Recreation
Category: Appointment
Initiator:

AGENDA ITEM (ID #)

2025-97: Election of 2025 Parks and Recreation Commission Officers

Election of 2025 Parks and Recreation Commission Officers -

(g) At the first meeting of each calendar year, or as needed to accommodate vacancies, the Commissioners of the Board will organize by electing one of their number president, and another vice president, and by electing a secretary who need not be a Commissioner of the Board. The secretary will keep an accurate record of the fiscal affairs of the Board and will keep a certified or approved written record of the Board's proceedings which will be available for inspection as are other municipal records. The City Treasurer will be ex officio Treasurer of said Board and will take the oath prescribed by law and will furnish such bond as may be required by said Board

Proposed Motion:

ATTACHMENTS: