

Hickory-Conover Tourism Development Authority
Regular Meeting Minutes
April 8, 2024, 8:30 a.m.

A Regular Meeting of the Hickory-Conover Tourism Development Authority Board of Directors was held in the Catawba River Boardroom meeting room of the Hickory Metro Convention Center on Monday, April 8, 2024, at 8:30 a.m., with the following members present:

| | | |
|-----------------|---------------------|--------------|
| | Bruce Eckard; Chair | |
| Kimberly George | Tom Hart | Renee Keever |
| Lindsay Keisler | Mark Seaman | Warren Wood |

A quorum was present.

Also present were Rick Beasley; Assistant Hickory City Manager, Terry Taylor; Counsel, Mandy Hildebrand; CEO, Sarah Jones; Director of Sales and Marketing, and Amber Howard; Director of Events/TDA Clerk.

- I. Chair Eckard called the meeting to order at 8:32 a.m. All Board Members were present.
- II. Persons Wishing to Be Heard (None Appearing)
- III. Approval of Minutes
 - A. Regular Meeting of March 4, 2024 - Chair Eckard

Chair Eckard moved, seconded by Ms. George, that the Minutes of March 4, 2024, be approved. The motion carried unanimously.

IV. Approval of Financial Report

A. Event Revenue - Ms. Howard

Ms. Howard reviewed the February 2024 event revenue numbers which have been updated since the last meeting. There were 13 events in February.

Ms. Howard also reviewed the March 2024 event revenue numbers. There were 19 events in March, with two of those events being new. Nine months into the Fiscal Year, event revenue has already exceeded what was originally budgeted at 103%.

B. February 2024 Finance Report – Ms. Hildebrand

For the eighth month of Fiscal Year, income and expense should be at 67%. Overall, income is at 73% of what was budgeted, and expense is at 45%.

Mr. Wood moved, seconded by Ms. George, that Financial Report for February 2024 be approved. The motion carried unanimously.

C. March 2024 Finance Report – Ms. Hildebrand

For the ninth month of the Fiscal year, income and expense should be at 75%. Overall, income is at 73% of what was budgeted without March occupancy tax, and expense is at 62%.

Mr. Wood moved, seconded by Mr. Seaman, that the Financial Report for March 2024 be approved. The motion carried unanimously.

V. Old Business

A. Resolution for Exemption of Architectural Services for Renovations – Ms. Taylor

Ms. Taylor explained that because design services for the construction on the renovation of the Visitors Center and EDC offices is less than \$50,000, the Authority can adopt an exemption from the requirements of NCGS 143-64.31.

Chair Eckard moved, seconded by Mr. Wood, that the Resolution (as attached) for Exemption for Architectural Services of Renovations be approved. The motion carried unanimously.

B. Approval of Proposal for Architectural Services – Ms. Hildebrand

Mr. Seaman moved, seconded by Mr. Wood, that the Proposal for Architectural Services with Holland & Hamrick Architects, P.A. (as attached) be approved. The motion carried unanimously.

C. Resolution Authorizing CEO to Execute a Contract with Hickory Construction – Ms. Hildebrand/Ms. Taylor

Ms. Taylor said that an informal bid in the amount of \$484,594 from Hickory Construction Company to renovate the Visitors Center and EDC Offices was received and the CEO has

recommended the Bid be accepted. The attached Resolution now gives authority to the CEO to execute this contract.

Chair Eckard moved, seconded by Ms. George, that the Resolution (as attached) Authorizing the CEO to Execute a Contract with Hickory Construction for the renovation of the Visitors Center and EDC offices be approved. The motion carried unanimously.

D. Construction Update - Mr. Beasley & Ms. Hildebrand

Mr. Beasley & Ms. Hildebrand reported the following updates:

- Moveable walls have been installed in the Catawba space.
- Met with family of Leroy Lail to discuss the design and use of the space Mr. Lail envisioned to tell the story of furniture manufacturing and our community; had a great conversation about how to best tell the story and support Mr. Lail's legacy. The space will most likely not be called the Furniture Hall of Fame or Museum and a name will be decided upon soon. Ms. Hildebrand added that Mr. Beasley is working with Appalachian State University to find a project manager and the Lail's have asked that CVCC professor and author Richard Eller be involved in the script for the videos and Hal Row do the voiceover for the video. Mr. Beasley also mentioned that Brad Lail is working to get a proposal for a person to paint a mural on the side of the wall without the screen that tells the story of not only furniture, but also the community.
- Still on timeline to have all work, including office renovations, finished by July.
- The delivery on the flooring for the sports court is running behind and that may not be installed until mid-June.
- Carpet in convention center offices has been replaced.

VI. New Business - Chair Eckard

Chair Eckard received a call from City of Hickory Mayor, Hank Guess. Mayor Guess said he has been approached by a citizen who wanted to have the street in front of convention center and hotels (13th Ave Dr SE) renamed for Leroy & Lynn Lail. After some discussion, Chair Eckard suggested that the Entrance Road portion leading into the Hickory Metro Convention Center may be a better alternative for that instead. Ms. George added that to change the name of an existing street would have a cost to the surrounding businesses that would need to be considered as it could be a huge expense for the businesses to change their addresses. This suggestion will be forwarded to the City of Hickory.

VII. Management Reports

A. Sales & Marketing – Ms. Jones

Staff attended Visit NC Tourism Conference in March. Hickory is hosting the conference in April of 2025, so we hosted the closing luncheon at this year's conference. Ms. Jones worked with five of our local restaurants and they were willing to share their recipes with the Greenville Convention Center so that we could showcase those items for the luncheon. Ms. Jones showed the menu that was created for the luncheon and spoke about the highlight video of our area. Staff worked with Accent Creative on menu design and printing. The video was partnership through the co-op program with Visit NC.

On April 17, a branding focus groups will be held at the convention center. Ms. Jones invited board members to attend the luncheon. Destination by Design will be doing presentation and the focus groups. Staff will not be in the focus group meetings. The new "Visitors" brand should be in place by Fall 2024.

Hickory was nominated by USA Today for Top Ten Best Downtown Main Streets. Staff has been pushing the link out for voting and Hickory was in tenth place. We are the only North Carolina destination nominated so Ms. Jones encouraged the board to share the link and continue to vote. Hickory's Main Street was nominated by a travel writer we brought to Hickory last year, which solidifies the return on investment when we bring influencers and writers to our community.

App State hosted App State vs. Siena Baseball Game at Crawdads Stadium and picked up 147 room nights.

Staff has taken feedback from visit to LakePoint Sports Facility in Georgia and from other sports related contacts and is working on a one sheeter marketing piece and pricing structure based upon feedback received.

B. CEO Report – Ms. Hildebrand

Will be participating in the CVCC Career Fair to promote available positions at the convention center in the future and within the hospitality community. The career fair will be attended by High School Seniors from 8:00 a.m.-2:00 p.m. and then CVCC students and the General Public from 2:00 p.m.-4:00 p.m.

Ms. Keisler said that she has been impressed by the Destination by Design crew – the company hired to develop Hickory's "Visitors" brand. She feels the new visitor brand

could double as a town attraction brand, and she sees a lot of synergy in the future to help attract talent for future.

Ms. Hildebrand added that Ms. Keisler, Mr. Seaman (from HCTDA Board) and Ingrid Keller (United Arts Council) & Zack Cranford (Cranford Hospitality) in addition to Ms. Hildebrand, Ms. Jones and Elizabeth Clark make up the steering committee for the branding project.

Working on draft budget for next Fiscal Year and hope to present at the May board meeting.

VIII. Adjournment

The next HCTDA Board Meeting will be held on May 13, 2024, at 8:30 a.m. at the Hickory Metro Convention Center.

There being no further business, Chair Eckard adjourned the meeting.

Hickory-Conover Tourism Development Authority

By: 
Chairman Bruce Eckard

Attest: 
Clerk to the Board

**RESOLUTION EXEMPTING RENOVATION
AND REPAIRS TO EXISTING BUILDING
FROM G.S. 143-64.31**

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, or surveying services (collectively "Design Services") to be based on qualifications and without regard to fee;

WHEREAS, Hickory-Conover Tourism Development Authority proposes to enter into one or more contracts for Design Services for work on renovations to the existing Hickory-Conover Tourism Development Authority Building (the "Building"); and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for Design Services from the qualifications-based selection requirements of G.S. 143-64.32 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for Design Services for the above-described project is less than \$50,000; and

WHEREAS, Holland & Hamrick Associates, PA is currently providing Design Services for the expansion project as the expansion that is currently under construction on the Building and it makes sense for this Firm to now provide the Design Services to the renovation to the existing portion of the Building as well.

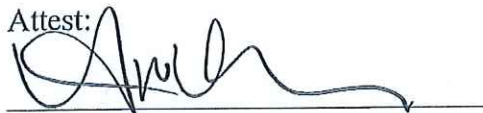
NOW, THEREFORE, THE BOARD OF THE HICKORY-CONOVER TOURISM DEVELOPMENT AUTHORITY RESOLVES:

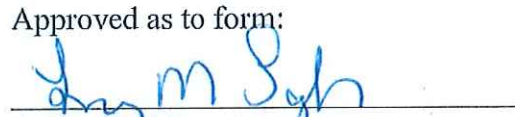
SECTION 1. The above-described project(s) is hereby made exempt from the provisions of G.S. 143-64.31.

SECTION 2. This resolution shall be effective upon adoption.

This the 8 day of April, 2024.


Chairman

Attest: 
Clerk

Approved as to form:

Authority Attorney

Adopted: April 8, 2024

March 28, 2024

Mandy Hildebrand
Hickory Metro Convention Center
1960 13th Ave Dr SE
Hickory, NC 28602



Re: Architectural and engineering proposal for the alterations to the Visitor Center at the Hickory Metro Convention Center.

Dear Mrs. Hildebrand;

Holland & Hamrick Architects, P.A. is pleased to present this proposal to provide architectural and engineering services for the above-referenced project. The proposal presents a brief description of the project information along with the intended scope of services and fee schedule.

PROJECT DESCRIPTION

We understand that the proposed project will consist of the remodeling and alteration of the existing visitor center and economic development suite.

SCOPE OF SERVICES

Schematic Design Phase: Based on the Project's space needs we will prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents consist of preliminary building plans and elevations and would be a lump sum fee as shown in the fee schedule.

Design Development Phase: Based on the Owner's approval of the Schematic Design Documents and the Owner's authorization of any adjustments in the project requirements, we will prepare Design Development Drawings for the Owner's approval. The Design Development Documents consist of drawings including plans, sections, typical construction details, as well as diagrammatic layouts of building systems such as architectural, structural, mechanical, and electrical systems.

Construction Document Phase: Based on the Owner's approval of the Design Development Documents and the Owner's authorization of any adjustments in the Project requirements, we will prepare Construction Documents for the Owner's approval. The Construction Documents illustrate and describe the further development of the approved Design Development Documents and consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems for the construction of the Work.

Construction Administration Phase: As part of the construction administration phase, we will review shop drawings, review the contractor's monthly pay application, and prepare change orders. Site visits will occur on a weekly basis. One of the site visits will be in coordination with the monthly progress meeting and will include a representative from the architectural and engineering firms. During the site visits we will observe the construction for conformance with the drawings and specifications.

201 S. Washington St
Ste 200, PO Box 1238
Shelby, NC 28150

304 15th St SE
Hickory, NC 28602

P 704 487 8578
www.h-architects.com

OUTLINE OF SERVICES

- Schematic Design Phase 10% of fee
- Design Development Phase 35% of fee
- Construction Document Phase 45% of fee
- Construction Administration Phase 10% of fee
100%

FEE SCHEDULE

We will provide services as described in Scope of Services for \$28,000. Included in our fee is the cost of structural, plumbing, mechanical, and electrical engineering.

Reimbursable expenses:

- Final document printing (if necessary).

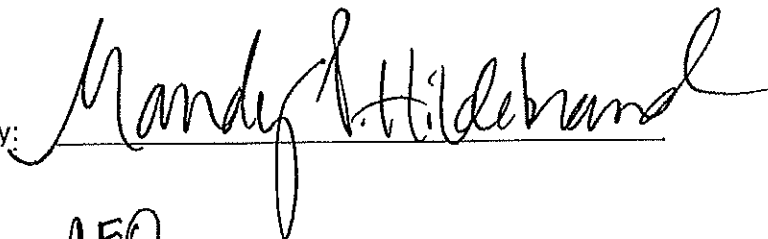
Holland & Hamrick Architects, P.A. appreciates the opportunity to provide this proposal to you for this project. If you have any questions or need additional information, please call.

Sincerely,



Patrick McMurry, AIA

Accepted by:



Title:

CEO

Date:

4/8/2024

201 S. Washington St
Ste 200, PO Box 1238
Shelby, NC 28150

304 15th St SE
Hickory, NC 28602

P 704 487 8578
www.h-harchitects.com

April 8, 2024

**HICKORY-CONOVER TOURISM DEVELOPMENT AUTHORITY
RESOLUTION**

Authorizing the CEO to Execute a Contract and Make Payments for Renovation repairs to the Convention Center at 1960 13th Ave. Dr., SE, Hickory, NC 28602

WHEREAS, the existing portion of the Convention Center at 1960 13th Ave. Dr., SE, Hickory, NC 28602 is in need of immediate repair and renovation; and

WHEREAS, the CEO obtained an informal bid from Hickory Construction Company for repairs and renovations to the Convention Center with a bid of \$ 484,594.00 ; and

WHEREAS, funding for this project is already provided for in the budget;

NOW, BE IT RESOLVED BY THE BOARD OF HICKORY-CONOVER TOURISM DEVELOPMENT AUTHORITY:


SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.


SECTION 2: The CEO obtained an information bid for renovations and repairs from Hickory Construction Contract.

SECTION 3: The CEO is hereby authorized and directed to negotiate any additional conditions or warranty provisions as she may determine to be in the best interest of the Authority and execute a Contract with Hickory Construction Company in a form acceptable to the Authority Attorney.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Chairman

Attest:

Clerk

Approved as to form:

Authority Attorney

Adopted: April 8, 2024

 **AIA**® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

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

Hickory Conover Tourism Development Authority
1960 13th Avenue Drive SE
Hickory, NC 28602
828-322-1335

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

Hickory Construction Company
PO Box 1769
Hickory, NC 28603
828-322-9234

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

Hickory Metro Convention Center
Visitor Center Alterations

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

n/a

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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and/or Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[] The date of this Agreement.

[MARCH 21, 2024] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| n/a | n/a |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Eighty-four Thousand, Five Hundred Ninety-four dollars (\$ 484,594.00,), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|--|-------|
| Contract sum includes Visitor Center, EDC, Vestibule Area & Kitchen areas. | |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| n/a | n/a | n/a |

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

| Item | Price |
|------|-------|
| n/a | n/a |

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| n/a | n/a | n/a |

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

n/a

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

n/a

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

n/a

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

(Paragraph Deleted)

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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

n/a

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

n/a

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

n/a

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

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Contractor.

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

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

Prime + 1 % Prime plus one percent.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

n/a

Init.

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User Notes:

(3B9ADA44)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

Mediation followed by binding arbitration.

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mandy Pitts Hildebrand
1960 13th Avenue Drive SE
Hickory, NC 28602
828-322-1335
mandy@hickorymetro.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Aaron Beam
PO Box 1769
Hickory, NC 28603
828-312-8518
abeam@hickory-construction.com

Init.

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Builder's Risk Insurance

Blanket Builders Risk Coverage Groups and Limits

Coverage Group covered Property Limit Applies to:

1. \$2,000,000 limit applies to New or Non-Structural Renovation of Wood Frame including Brick Veneer, Stucco) or Joisted Masonry Construction PC 1-7

2. \$25,000,000 limit applies to New or Non-Structural Renovations of Non-Combustible, Masonry Non-Combustible, Modified Fire Resistive and Fire

Resistive Construction

3. \$5,000,000 limit applies to Structural renovation of Non-Combustible, Masonry non-combustible, Modified Fire Resistive or Fire Resistive

Construction PC 1-7

4. \$1,000,000 limit applies to Structural renovations of Frame or Joisted Masonry Construction PC 1-7

Deductible applies to all coverage groups:

\$5,000

§ 8.7 Other provisions:

n/a

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraph Deleted)

(Insert the date of the E203-2013 incorporated into this Agreement.)

n/a

.5 Drawings

| Numbe | Title | Date |
|-------|-------------------------|-------------------|
| CS1.1 | Cover Sheet, Etc. | February 15, 2024 |
| A1.1 | Demo, Floor Plan, Elev. | February 15, 2024 |
| A2.1 | Doors, Elev., Casework | February 15, 2024 |
| A7.1 | RCP, Finish Plan & Sch | February 15, 2024 |
| S1.0 | Lintel Support | February 15, 2024 |
| P1 | Waste Floor Plans | February 15, 2024 |
| P2 | Water Floor Plans | February 15, 2024 |
| M1 | HVAC Floor Plans | February 15, 2024 |
| M2 | Specifications & Sched | February 15, 2024 |
| E1 | Specifications & Sched | February 15, 2024 |
| E2 | Electrical Floor Plan | February 15, 2024 |
| E3 | Lighting Demo Plan | February 15, 2024 |
| E4 | Power Demo Floor Plan | February 15, 2024 |
| E5 | Lighting Floor Plan | February 15, 2024 |
| E6 | Power Floor Plan | February 15, 2024 |

.6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| n/a | n/a | n/a | n/a |

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| n/a | n/a | n/a |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
| n/a | | n/a |

Supplementary and other Conditions of the Contract:

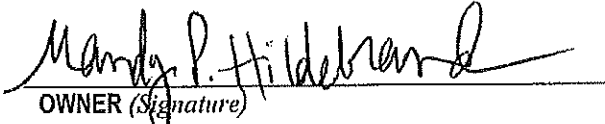
| Document | Title | Date | Pages |
|----------|-------|------|-------|
| n/a | n/a | n/a | n/a |

.9 Other documents, if any, listed below:

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

HCC proposals dated March 20, 2024 (attached).

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


OWNER (Signature)

Mandy Pitts Hildebrand, CEO
(Printed name and title)


CONTRACTOR (Signature)

C. Mark Baucom, President
(Printed name and title)

Init.

