



Emergency Operations Center Committee

Meeting Agenda

January 11, 2023 – 3:00 pm

Call to Order

Minute Adoption

September 14, 2022, Regular Meeting Minutes

October 26, 2022, Regular Meeting Minutes

Becker Morgan Feasibility Study

Adjournment

Next Meeting Date/Time: January 25, 2023, 3:00 pm

Committee Contacts:

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Town of Swansboro
Emergency Operations Center Committee
September 14, 2022, Regular Meeting

In attendance: Paula Webb, David Degnan, Dwayne Taylor, Brenda Pugliese, Commissioner Larry Philpott, Commissioner Jeff Conaway, Dusty Rhodes, Roy Herrick, Jonathan McDaniel, Ed McHale, Laurent Meilleur, and Junior Freeman.

Call to Order

The meeting was called to order at 3:00 pm.

Update on received RFQ's

Commissioner Philpott reviewed that of the 5 RFQ's submitted the top 3 needed to be chosen for further interviews. Committee members were directed to review the RFQ's and submit their top 3 choices to Manager Webb by September 21, 2022.

Select Interview Panel

Commissioner Philpott shared that a panel of the committee would be created to conduct the interviews for top 3 RFQ's selected. Additionally, he shared a list of questions the panel could ask during the interviews. The members for the panel that he recommended in addition to himself, were:

- Brenda Pugliese
- David Degnan
- Paula Webb
- Jonathan McDaniel
- Dusty Rhodes

Mr. Philpott shared that as the process progressed, he believed there would be a need for another panel to handle acquisition.

Members shared the following items for suggested details that should be inquired on by the interview panel:

- Request for budget details of existing projects
- Recent project schedules and cost, with references to check with on those projects
- Ensure they will inspect and hold their contractors responsible

Select Interview Dates

Panel members were directed to send their dates of availability to Manager Webb by email as soon as possible.

Adjournment

The meeting adjourned at 3:30 pm.

Town of Swansboro
Emergency Operations Center Committee
October 26, 2022, Regular Meeting

In attendance: Paula Webb, David Degnan, Dwayne Taylor, Brenda Pugliese, Andrea Correll, Commissioner Larry Philpott, Commissioner Jeff Conaway, Dusty Rhodes, Roy Herrick, Ed McHale, Laurent Meilleur, and Junior Freeman. Jonathan McDaniel was absent.

Call to Order

The meeting was called to order at 3:00 pm.

Minute Adoption

On a motion by Mr. Herrick, seconded by Mr. Freeman the July 13, 2022, Regular Meeting Minutes and Closed Session Minutes were adopted unanimously.

Selection of Architect/Engineering Consulting Firm

Commissioner Philpott reviewed that the top 3 firms selected from the RFQ's were Becker Morgan, Oakley Collier and Davis-Kane. Interviews were conducted with each firm on October 18, 2022. The panel members provided their feedback to the committee on the interviews and provided their top pick from the interviews. The majority of the panel members chose Becker Morgan as their top pick with Oakley Collier second. Becker Morgan was recognized for having a large number of employees in house, best prepared for the meeting, and concepts on buildings were favored. Manager Webb shared that all references had been checked and they received good responses.

The next step was to provide this recommendation to the Board of Commissioners for final approval.

Committee members shared that some type of cost detail should be obtained and provided to the Board of Commissioners as well.

On a motion by Mr. Freeman, seconded by Mr. Rhodes, and approved unanimously, Becker Morgan was selected as the Architect/Engineering Consulting Firm, and to proceed with recommendation to the Board of Commissioners.

Adjournment

The meeting adjourned at 3:35 pm.

BECKER
MORGAN

GROUP

ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

December 14, 2022

Paula Webb, Town Manager
Town of Swansboro
601 West Corbett Avenue
Swansboro, NC 28584
pwebb@ci.swansboro.nc.us

Re: **Professional Services – Feasibility Study**
SWANSBORO PUBLIC SAFETY BUILDING /
EMERGENCY OPERATIONS CENTER
Swansboro, North Carolina
2022295.00

Dear Ms. Webb:

Becker Morgan Group, Inc. is pleased you have requested a professional services proposal for a feasibility study for the new Swansboro Public Safety Building / Emergency Operations Center project. It was a pleasure for me to meet with you, Commissioner Larry Philpott and Commissioner Jeffery Conaway on December 6, 2022, to discuss the project in detail and tour the site.

Enclosed please find one original agreement documenting our initial services and compensation. If acceptable, please sign and return the original agreement to our office. An electronic copy or scan is satisfactory. We will then proceed with our services.

Thank you for the opportunity to be of service. Please do not hesitate to call with any questions or concerns. We appreciate your confidence in our firm and look forward to working together on this important civic project!

Sincerely,

BECKER MORGAN GROUP, INC.



Ernest W. Olds, AIA
Vice-President

Enclosure: Proposal (12/14/22)

202229500aa-ppl.docx

BECKER MORGAN GROUP, INC.

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

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

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

www.beckermorgan.com

December 14, 2022

Professional Services – Feasibility Study
SWANSBORO PUBLIC SAFETY BUILDING /
EMERGENCY OPERATIONS CENTER

Swansboro, North Carolina
2022295.00

Project Scope

The Town of Swansboro, North Carolina is in eastern Onslow County, bordering Carteret County, and the White Oak River to the east. The town is the oldest in Onslow County, incorporated in 1783. It is 2.4 square miles in land area and includes 3,904 residents according to the State's Office of State Budget and Management (OSBM). The town is enjoying significant growth, having added 1,185 residents between 2010 and 2021 or a 44% increase (per OSBM). Including the Town's Extraterritorial Jurisdiction (ETJ), the service area population is believed to be over 5,000.

The town is served by a combined sworn and volunteer fire service of 22 staff stationed at 609 West Corbett Ave. Law enforcement is provided by 13 sworn staff and is collocated with the fire department. Onslow County operates Emergency Medical Services (EMS) from the Town's fire station, as well. Fire, EMS, and police dispatch calls are routed from Onslow County E-911 in Jacksonville, North Carolina. Chief David Degnan heads the fire service, and Chief Dwayne Taylor heads the police department. Onslow County operates a county-wide Emergency Operations Center in Jacksonville.

The area has endured many tropical storms since 2016, including Hermine (2016), Julia (2016), Chris (2018), Michael (2018), Arthur (2020), Fay (2020) and Nicole (2022), as well as hurricanes Matthew (2016), Jose (2017), Maria (2017), Florence (2018), Dorian (2019), Humberto (2019), and Isaias (2020).

All these storms brought wind, rain and/or flooding to the area. Some storms caused damage to the Town's fire/police station and Town Hall despite renovations completed in 2014. A recent evaluation concluded the structures housing the town administration and first responders were not adequate beyond a Category 1 storm event.

The Town established an Emergency Management Advisory Committee (EMAC) to address these facts and investigate solutions to allow continuity of public safety services during extreme weather conditions. Primary objective is the establishment of an appropriate Emergency Operations Center (EOC). At present the Town has an arrangement with a local church to occupy their basement as an EOC should an activation be necessary. Further, the Town has received a \$6,000,000 grant to support the design and construction of a new facility and ancillary work.

Committee has developed three broad concepts to explore:

1. **Dual-Use Building:** A new municipal building that would serve as an operations center during times of declared emergencies. The building would be planned to include all the features needed for a temporary emergency center but would primarily serve other town function most of the time.
2. **Public-safety Center:** A new police and fire station to replace our current building

that would be used as an emergency center when needed. The building would be sized to accommodate reasonable future growth.

3. Regional Center: A building that would serve as a regional emergency operations center for eastern Onslow County with building, operations and maintenance costs shared with the county. A similar arrangement will be explored with our neighboring communities in western Carteret County: Cape Carteret, Cedar Point and Peletier.

When considering each concept one can assume variations such as renovation versus new construction, use of existing town property or acquisition of new property, and additions to existing buildings.

The Emergency Management Advisory Committee has requested the preparation of a feasibility study. The study should "describe the strengths and weaknesses of each approach, including estimated construction and maintenance costs for each alternative, plus any land purchases that might be required and the costs of furnishings and new equipment. The final report should include a recommended alternative with preliminary cost estimates and a timetable for completion".

Becker Morgan Group has been selected to prepare the feasibility study. We have met with Town leadership and toured the present facilities on Corbett Avenue. We were also asked to consider alternate facility location options should they be identified and become available.

Regardless of the selected location, or decision to build new or renovate, the EOC and supporting structures have several concerns that must be addressed:

- Flood Elevation (new regulations) and Wind Speed (increased design pressures)
- Enhance Facility Construction requirements/standards (Risk Category IV per Ch. 16 of NC Building Code)
- Construction Costs and Funding challenges (schedules and funding sources)
- Building/Site Layouts (confirm site orientation, building position and configuration)
- Integration of Operations with other components of local public safety service

The EOC will likely be a majority component in the overall facility construction expense. Care must be exercised to understand the opportunities and adjacencies available that could support operational improvements to both the fire and police service.

Services Scope

The proper design for this new Public Safety Facility requires a careful pre-design process. This process results in establishing what is needed (the "program") and what is practical within the constraints of budget and other factors. This work will be the first phase of a multi-phase design process. The first phase is Feasibility Study.

The goal of the Feasibility Study phase is to define the scope of the project in terms of operations and physical construction within the context of a defined budget. We will evaluate each physical location along with renovation and/or new construction options. We will present and review all options with the EMAC. Last, we will prepare a Feasibility Study Report that includes concise scopes, budgets, and schedules for implementation of the selected option or options.

PHASE 1 – FEASIBILITY STUDY

- A. Data Acquisition – for up to 3 sites
 - Review applicable regulations, building and zoning codes, and operational standards.
 - Surveys – personnel/equipment space needs both current and future.
 - Investigate site permits in place and any known site limitations.
 - Determine availability of utilities (water, sewer, power, communications, etc.).
 - Acquire available documentation/drawings for building existing conditions.
- B. Analysis/Documentation
 - Program of spaces, relationships within public safety network.
 - Initial cost estimates/phased implementation/schedules.
 - Diagrammatic options for each physical location.
 - Summary, review, revision, confirmation.
- C. Deliverables - Production of *Feasibility Study Report* to include:
 - Physical Assessment of structure and systems relative to codes and standards.
 - Space Needs spreadsheet.
 - Operational Evaluation from physical, security, and efficiency perspectives.
 - Cost Estimates for site, building and systems construction.
 - Phase Schedule as appropriate to recommended plan or plans.

We expect the space surveys, site inspections and planning meeting to involve one day on-site. The remainder of the analysis and documentation work will require approximately 60 days. We will meet with the EMAC to review all options and to select, as appropriate, one or more options. Upon completion and receipt of the *Feasibility Study Report*, you will be able to evaluate the option(s) and select a path forward. We will deliver this report in electronic and printed form. We are prepared to present this report to the Board of Commissioner when scheduled.

Once the first phase is completed, the project can proceed as would a typical building, albeit one that is more sophisticated.

Becker Morgan Group, Inc. will provide overall project leadership and will coordinate our project team. While we will not require the full involvement of the engineering disciplines (civil, structural, mechanical, electrical, plumbing) during this initial phase, we will consult with each as appropriate to inform our investigations and conclusions.

Compensation

For the services described above, we propose the following fixed fee:

Phase 1 – Feasibility Study	\$19,160
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For reimbursables, such as printing and travel, etc., please allow \$300.

We will bill for our services monthly based on the degree of completion each month. We do not require an initial payment.

Our proposed services do not include the items on the following list, but you may find them

useful as a check list during planning for the project.

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

*If authorized, Becker Morgan Group has experienced staff to provide these services.

Services

- Design*: Landscape; Interior Design and Furnishings, Fixtures, and Equipment (FF&E)
- Engineering: Geotechnical (soil borings and recommendations); Civil; Structural; Mechanical, Electrical, Plumbing; Fire Protection; Life Safety; Technology and Telecommunications
- Surveying: subdivision plats; recordation; ALTA/ACSM surveys; construction stake-out; recordation drawings; as-built surveys
- Studies: traffic; community impact statements; feasibility*
- Regulatory matters: variances; special exceptions; amendments; hearings; review meetings
- LEED® design or documentation or similar environmental or energy conservation program.
- Environmental: Phase 1 and Phase 2 studies; tree conservation compliance; wetlands delineation and permitting; CAMA compliance
- Off-site improvements: design of any off-site improvements or utility extensions to the site
- Special Consultants: Acoustical; Cost Estimation; Food Service; Health Care; Building Envelope; Roofing; Scheduling; Security
- Graphics*: presentation/marketing materials (2D / 3D); models; project signage; computer animation.
- Permitting*: building, site, health, food service, environmental

Expenses

- Fees: filing; review; permits; agency approvals; bonds
- Reproduction: printing of drawings and specifications
- Travel: mileage, tolls, parking

Agreement Terms

Reimbursable items such as printing, mileage, etc. are included in our fee as an allowance and will be billed separately. The attached of *Terms and Conditions of Agreement* documents contract terms and is hereby incorporated into this agreement. If this proposal is acceptable, please have it signed by the appropriate official and return a copy to our office.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.



Ernest W. Olds, AIA
Vice President

EWO/e

Town of Swansboro

Accepted: Paula W. Webb

Printed: Paula W. Webb

Title: Town Manager

Date: January 9, 2023

Attachment: *Terms and Conditions of Agreement* (01.01.22) NC

Client Billing Information (please print)

Billing contact: Paula Webb

Billing entity: Town Manager

Billing address: 601 W. Corbett Ave. Swansboro NC

Billing email address: pwebb@ci.swansboro.nc.us

Billing contact phone: 910 326 4428

TERMS AND CONDITIONS OF AGREEMENT For Professional Services

Scope of Project and Services

See attached proposal/letter of agreement.

Fixed Fee Projects

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

Hourly Rate Schedule

Compensation for hourly services:

Principal	\$225 - 290/hr
Senior Associate	\$165 - 215/hr
Associate	\$150 - 165/hr
Architect/Engineer/Interior Designer	\$120 - 285/hr
Designer	\$ 80 - 155/hr
Technician	\$ 75 - 120/hr
Support	\$ 80 - 160/hr
Expert Witness	1.5 x billing rate

3D Scanner \$205/hr

Rates subject to change each January.

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

Estimated Fees

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

Initial Payment

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

Invoices

Invoices are sent monthly for services performed.

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

Reproduction Expenses

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

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

Reimbursable Expenses

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

Government Agency Fees / Approvals

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

Additional Services

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

Change of Scope

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

Early GMP or Design / Build

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

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, Architect shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the Architect.

Betterment

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

Third-Party Beneficiaries

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

Site Visitation

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

Design Without Construction Review

Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner

acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Owner shall secure similar partial waivers of liability in favor of A/E from each and all of its separate contractors, subcontractors and consultants of every tier.

Ownership of Documents

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

Insurance

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

Risk Allocation

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

Termination of Agreement

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

Environmental Hazards / Subsurface Conditions

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

Nonpayment/Work Stoppage

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

Standard of Care

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

Successors & Assigns

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

Affidavits/Certifications

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

Miscellaneous Provisions

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

Collection

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

Certificate of Merit

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

Frivolous Suit or Counterclaim

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

Electronic Media

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

Publicity

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

January 1, 2023

Becker Morgan Group, Inc.

TCALJan2023_NC.docx